

AGREEMENT

BETWEEN



GREYHOUND CANADA TRANSPORTATION ULC

- AND -



**AMALGAMATED TRANSIT UNION
LOCAL 1374**

**Relating To
Wages and Working Conditions Of
OPERATORS
TERMINAL EMPLOYEES
MAINTENANCE EMPLOYEES
OWNER/OPERATORS**

Effective April 1, 2011 – March 31, 2014

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INDEX

Accommodation	
Section 13.....	15
Accommodation, Operators	
Section 37.....	48
Acquired Bus Line Reaffirming Article I Section 17	
LOU #19.....	132
Acquired Lines	
Section 17.....	30
Age of An Employee	
Section 11(d).....	13
Agreement Not To Apply To Commission Agents	
Section 74.....	83
Altering Present Work Conditions	
Section 4.....	2
Annual Vacations	
Grey Goose Operators' Article 14.....	144
Appeals Process Benefits	
Section 16(a).....	26
Appendix 1	
Grey Goose Operators.....	143
Appendix 1 & 2 Letters of Understanding.....	145
Appendix 2	
Thompson Transit Bus Service.....	145
Apprentices	
Section 66.....	71
Apprenticeship Leaves.....	10
Article 1.....	1
Article 2.....	38
Article 3.....	67
Article 4.....	78
Article 5.....	91
Article 6.....	116
Attending Court	
Section 18.....	30
Attending Court, Owner/Operators	
Section O/O-13.....	114
Augmenting Procedures	
Section 44(e).....	52
Available And Qualified Defined	
Section 59.....	67
BC Division Bid Restrictions	
LOU #3.....	118
Bereavement Leave	
Section 10(e).....	11
Bidding Shifts and Days-Off, Terminal	
Section 79.....	90
Bidding Shifts and Days-Off, Maintenance	
Section 62.....	69
Bulletin Boards	
Section 11(h).....	14
Bulletin Boards, Owner/Operators	
Section O/O-12.....	114
Cancellation or Curtailment	
Section 54.....	63

INDEX

Cash Overages/Shortages Terminal Employees	
LOA #4.....	141
Charter Trips	
Section 49.....	58
Checker's Reports	
Section 6(h).....	6
Check-Off, Owner/Operators	
Section O/O-4.....	92
Class Ratio	
Section 64.....	71
Classification of Employees, Maintenance	
Section 63.....	70
Classification of Operators	
Section 39.....	49
Classification of Operators for Rates Of Pay	
Section 47.....	54
Classification of Terminal Employees	
Section 78.....	90
Classification of Terminals	
Section 75.....	83
Coachway Operators	
LOU #5.....	119
Collective Agreement Printing	
LOU #13.....	126
Company Aggrieved	
Section 5(b).....	4
Complaints.....	5
Confirmation of Contract for Services, Owner/Operators	
Section O/O-14.....	115
Consideration in the Promotion of Employees	
LOI #1.....	139
Continued Registration of Pension Plan	
LOU #7.....	121
Contracting Out	
LOU #8.....	121
Contracting Out, Owner/Operators	
LOU #15.....	128
Contracting Out Scheduled Bus Routes	
LOU #24.....	138
Cost of Uniforms	
LOA #2.....	141
Cost of Living Allowance	
Section 27.....	37
Credited Pension Service While on LTD	
LOU #21.....	133
Debitations	
Section 50.....	61
Daily Vacation	
LOU #18.....	131
Day, Week and Month Defined, Owner/Operators	
Section O/O-9.....	113
Definitions	
Section 19.....	32
Defined Contribution Plan	
LOU #25.....	138

INDEX

Deregulation or Competitive Licensing	
LOU #14.....	126
Disallowed Pay Claims	
Section 11(k).....	14
Disciplinary.....	5, 6, 56, 140
Discipline.....	5, 6, 77, 117, 134, 140, 145
Section 6.....	5
Section 6(k).....	6
Driver Trainers' Guidelines	
LOU #22.....	133
Examination of Own Personnel File	
Section 11(g).....	14
Exchange of Seniority Locals 1374/1415	
LOU #6.....	120
Exercise of Seniority, Operators	
Section 32.....	42
Exercise of Seniority, Terminal	
Section 71.....	78
Extra Board.....	49, 50, 51, 130, 131
Extra Work by Regular Operators	
Section 41.....	50
Feminine Pronoun	
Section 2(b).....	2
Filling of Vacancies or New Positions, Maintenance	
Section 65.....	71
GOX Pay	
Section 48(b-4).....	55
General Clause	
Article 1.....	1
Grandfathered Class A3 Non-Licensed Mechanics	
LOU #17.....	131
Grey Goose Drug & Alcohol Policy	
Appendix 1 & 2, LOU #28.....	145
Grievances	
Section 5.....	3
Grievances, Owner/Operators	
Section O/O-7.....	93
Group Insurance and Pension, Grey Goose Operators	
Appendix 1, Article 13.....	144
Guarantee	
Section 55.....	64
Health & Welfare	
Section 16.....	26
Held Away From Home	
Section 44.....	52
Hourly Charter Rates	
Section 49(h).....	60
Hours of Work and Overtime	
Section 21.....	33
Identification Name Tags	
Section 11(o).....	15
Individual Contracts for Services, Owner/Operators	
Section O/O-8.....	94
Instructing Student Operators	
Section 51.....	61

INDEX

Joint Applications to Regulatory Bodies	
Section 2.....	2
Joint Applications to Regulatory Bodies, Owner Operators	
Section O/O-2.....	91
Labour Management Meetings	
Section 1(c).....	1
Laid Off.....	7, 8, 9, 40, 41, 47, 49, 50, 68, 79, 118, 119, 120, 137, 138
Lay Off.....	7, 9, 13, 29, 36, 40, 41, 67, 68, 69, 84, 119, 121, 142
Lay Off Recall	
Section 9 (b).....	7
Layoffs	
Section 9.....	7
Leave of Absence	
Section 10.....	9
License Suspension.....	10
Locations Changes	
LOU #2.....	118
Loss of Time Due to Extra Work	
Section 52.....	61
LOU, LOI, LOA Index.....	117
Management Rights	
Section 3.....	2
Management Rights Owner/Operators	
Section O/O-3.....	92
Manager Performing Work in Emergencies	
Section 3.....	2
Manitoba Common Board	
LOU #23.....	134
Manning of Service	
Section 28.....	38
Masterbids, Operators	
Section 33.....	44
Maverick Division	
LOU #16.....	128
Medical Examination	
Section 8.....	7
Mileage Logs and Detours	
Section 45.....	53
Minimum Pay for an Overload	
Section 48 (c).....	56
Miscellaneous	
Section 11.....	12
Miscellaneous, Operators	
Section 46.....	54
Movement Outside the Bargaining Unit	
Section 11(c).....	13
Moves Between Classifications	
Section 11(b).....	12
No Daily Overtime Allotment on Charter Work	
Section 49(h).....	60
Non-Leasing Out of Company Terminals	
LOU #1.....	118
Non-Punitive Discipline	
LOA #1.....	140

INDEX

Occupational Classification of Terminal Employees	
Section 76.....	83
Operator Compensation When Instructed to Report for Meetings	
LOA #3.....	141
Operators Working on	
Section 57.....	66
Overtime, Operators	
Section 56.....	64
Owner Operz Compensation	
Section O/O-8(d).....	95
Parental Leave	
Section 10(d).....	11
Pass Transportation	
Section 12.....	15
Pay Periods	
Section 20.....	32
Pension Information	
LOU #26.....	139
Post Retirement Options for Hourly Employees	
LOU #12.....	124
Post Retirement Option for Operators	
LOU #11.....	122
Posting of Vacant Routes, Owner Operators	
Section O/O-11.....	113
Present Working Conditions	
Section 4.....	2
Recall of Less Than 30 Days	
Section 9(e).....	8
Recognition	
Section 1.....	1
Recognition and Relationship, Owner Operators	
Section O/O-1.....	91
Rest Periods, Maintenance	
Section 68.....	73
Restricted Vacation Bidding	
Section 15(a-3).....	21
Retiree Extended Health Care Plan	
LOU #10.....	122
RRSP for Owner Operators	
Section O/O-10.....	113
Runarounds	
Section 42.....	51
Seasonal Employees	
LOU #9.....	121
Seniority, Grey Goose Operators	
Grey Goose Operator's Article 5.....	144
Seniority Rights	
Section 31.....	40
Seniority Roster	
Section 22.....	35
Seniority, Maintenance	
Section 60.....	67
Seniority, Operators	
Section 29.....	39

INDEX

Seniority, Terminal	
Section 70.....	78
Service Defined	
Section 26.....	36
Service Letter	
Section 11(i).....	14
Spareboard, Grey Goose Operators	
LOU #23 5(a).....	137
Spareboard	
Section 40.....	49
Statutory Holiday May be Accrued	
Section 14(f-2).....	19
Statutory Holidays	
Section 14.....	17
Successful Bidders, Operators	
Section 34.....	45
Suspensions or Dismissals	
Section 6.....	5
Technological Change	
Section 3.....	2
Temporarily Assigned	
Section 11(e).....	13
Temporary Dispatching Positions	
LOU #4.....	119
Temporary Vacancies, Operators	
Section 35.....	45
Terminal Delays and Road Delays	
Section 53.....	62
Termination of Collective Agreement	
Article 6.....	116
Time Limits.....	4, 5, 6, 15, 43, 94
Time Limits, Grievances	
Section 5(c).....	4
Trading Runs or Positions	
Section 36.....	48
Transfers, Maintenance	
Section 61.....	68
Transfers, Terminal	
Section 73.....	82
Travel Guide Eligibility	
LOU #20.....	133
Truck Training – Master Bkds	
LOA# 5.....	143
Uniforms	
Section 38.....	48
Union Dues Check-Off	
Section 23.....	35
Union Emblem	
Section 11(f).....	14
Union Leave	
Section 10(c).....	11
Union Obligation	
Section 25.....	36
Union Obligation, Owner Operators	
Section O/O-6.....	92

INDEX

Union Security and Union Issues	
Section 24.....	36
Union Security, Owner Operators	
Section O/O-5.....	92
Unpaid Sick Leave for Part Time Employees	
Section 10(a).....	10
Vacancies and New Positions, Terminal	
Section 72.....	79
Vacancies Between Masterbids	
Section 30.....	40
Vacations	
Section 15.....	20
Wage Rates, Maintenance	
Section 69.....	73
Wage Rates, Operators	
Section 48.....	55
Wage Rates, Terminal	
Section 77.....	86
Wages, Grey Goose Operators	
Grey Goose Operators Article 16.....	144
Work in Addition to Regular Assignment	
Section 58.....	67
Workers' Compensation Leave	
Section 10(f).....	12
Working Away from Garages	
Section 67.....	73

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

ARTICLE 1 GENERAL CLAUSE

Entered into by and between Greyhound Canada Transportation ULC its successors and assigns, hereinafter called the "Company", party of the first part, and Amalgamated Transit Union, AFL-CIO-CLC, Local 1374, hereinafter called the "Union", party of the second part.

SECTION 1 RECOGNITION

- a) The Company recognizes the Union as the fully designated and sole collective bargaining representative of all employees of Greyhound Canada Transportation Corp. exclusive of those employees of Greyhound Canada Transportation Corp., (Eastern Division), formerly known as Greyhound Lines of Canada Ltd. (Eastern Division), formerly known as Eastern Canadian Greyhound Lines, Limited unless the undertaking of the Company herein is contrary to any statutes, rules, orders or regulations of competent Federal or Provincial Governmental authority, 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, except as excluded in certification dated November 6, 1990 and 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 arising under the terms of this Agreement and agrees to deal with it as hereinafter provided.
- b) It is hereby agreed that each of the employees shall faithfully, honestly and loyally serve the Company to the best of his ability, and exercise his best efforts in the promotion of the Company's interest.
- c) The Company and the Union recognize that Labour Management meetings facilitate better working relationships for all parties and therefore benefit the Company effectiveness overall. As such, we encourage the establishment of local Labour Management Committees on a regular basis between designated Managers and designated Union representatives. Such meetings should be a forum for communication and joint problem solving of local issues and are not intended to replace normal grievance meetings or to set policy.
- d) The Annual Improvement Factor provided for in the respective wage scales herein recognizes that a continued improvement in the standard of living of employees depends upon technological progress, better tools, equipment, methods, processes and 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 by the Company.
- e) In the event of successorship pursuant to the Canada Labour Code, the Company will provide a copy of this collective agreement to any successor employer or potential successor employer. This collective agreement will be binding on any successor employer in accordance with the terms of the Canada Labour Code.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

SECTION 2 JOINT APPLICATIONS TO REGULATORY BODIES

- a) The Union agrees that if any condition of this Agreement is in conflict with any Federal, Provincial Act or Regulations, it may join the Company in a joint application to the regulatory body having the necessary authority therefore, for an exemption from the requirements of such Act or Regulations and the Union further agrees that, if acceptable to such a regulatory body, a copy of the Agreement may be submitted as a joint application.
- b) It is agreed that where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so requires.

SECTION 3 MANAGEMENT RIGHTS

It is not the intent of this Contract to include matters of management herein, and the Company reserves to itself the management, conduct and control of the operation of its business, including, but not limited to, 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 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.

Supervisory and management employees shall not perform work performed by employees covered by this Agreement. However, it is agreed that supervisory and management employees may continue to perform work they have historically performed. Further, supervisors and managers may perform work in emergencies, when regular employees are not immediately available, instruct and train employees, perform work when difficulties are encountered on a job, and perform experimental work of a non-routine nature.

The Company agrees that any technological change that would affect present working conditions shall be dealt with in accordance with Part I of the Canada Labor Code.

SECTION 4 PRESENT WORKING CONDITIONS

The Company agrees to meet with the duly accredited officers or appropriate committees of the Union on matters that may substantially alter present working conditions.

It is agreed that present Company practices and conditions, not mentioned in this Agreement and not contrary to any terms of this Agreement, may continue in force and effect during the life of this Agreement without interference from the Union except that it is agreed that should a dispute arise as to the actual existence of such practice or condition, that such dispute would be subject to settlement under the grievance procedure herein provided.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

SECTION 5 GRIEVANCES

Should any grievance arise between the Company, the Union and/or an employee under the terms of this Agreement, such grievance will be disposed of in the following manner, with each party making a genuine effort to resolve the grievance at the various steps:

The Union and the Company will approach the resolution of grievances in a problem-solving manner. For this purpose, any discussion and/or resolution of the grievance at step one (1) may be "without prejudice" to either party and therefore will not be used and/or relied on by the parties at other grievance proceedings between the Union and the Company.

a) Union or Employee Aggrieved

(i) Grievances – First Step:

The grievance will be presented in writing by the employee or the Union within fourteen (14) days to the employee's immediate supervisor or to a representative designated by the Company.

(ii) Grievances – Second Step:

In the event the grievance is not satisfactorily disposed of within fourteen (14) days, the grievance will be presented in writing, by the proper representative of the Union, within the next fourteen (14) days, to a representative designated by the Company.

The Union may originate a Policy/Group Grievance on behalf of a group of employees and/or the Union, with respect to any matter of dispute that affects the group or the general membership of the Union. Such grievance shall commence at step 2 of the grievance procedure.

(iii) Grievances – Third Step:

In the event the grievance has not been settled at the second step within fourteen (14) days from the date it is submitted at that step, the grievance may be submitted by the Union, within the next fourteen (14) days, to the Director of Labour Relations or to a representative designated by the Company. The above named representative and the Local ATU President will make their best effort to resolve the matter.

(iv) Mediation:

In the event the grievance has not been satisfactorily resolved at step 3, the parties may upon mutual agreement refer the grievance to Federal Grievance Mediation.

(v) Grievances – Fourth Step:

In the event the grievance has not been satisfactorily adjusted within fourteen (14) days from the date of submission to the Director of Labour

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Relations or his representative, the matter may, on the application of either party, within thirty (30) days, be submitted for final determination to binding arbitration by a single arbitrator.

If it is not possible to mutually select an arbitrator, then the Minister of Labour of Canada shall name the 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 must select a third (3) arbitrator and the third (3rd) member shall act as chairperson of the board. If it is not possible to select a chairperson in this way, then the Minister of Labour of Canada shall name the chairperson. In the event of failure of either party to appoint the arbitrator within six (6) days after arbitration is decided upon, the party so failing shall forfeit its case.

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. The parties shall jointly share the expense of the chairperson or the arbitrator, in case of a single arbitrator.

b) Company Aggrieved:

In the event any grievance, dispute or difference originates in which the Company regards itself as the aggrieved, the Company shall take up such matter within fourteen (14) days from the occurrence on which such grievance is based with the Local Union President and Business Agent. 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 above provided for not later than thirty (30) calendar days thereafter.

- c) In each instance where time limits are set forth in the grievance and arbitration procedure and the days referred to are not referred to as calendar days, it is understood that said time limits are exclusive of Saturday, Sunday and statutory holidays. (Statutory holidays are as defined elsewhere in this collective agreement.) Extensions shall be in accordance with Section 11(n).
- d) In the event of civil action, the Company and the Union may mutually agree to suspend the grievance procedure until such civil action has been finalized.
- e) In the event of failure of either party to reply in writing to any step in the procedure within the time limits specified in this Section, the grievance is moved to the next step.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

SECTION 6 SUSPENSIONS OR DISMISSALS

General

- a) This Section shall apply only to employees who have passed through the probationary period set out in this Agreement.
- b) The Company will not suspend any employee (except as per Section 6e), until completion of an investigation and the discipline is specifically prescribed in writing to the employee and the Union.
- c) 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 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 a method that provides proof of delivery; however, the employee may be notified of such discipline by telephone while the written notification is in transit. If any discipline is rendered resulting in a suspension, notification thereof shall be furnished to the Union prior to commencement, by telephone, email, or in person pending receipt of Company documentation.

NOTE: Union notification prior to commencement of discipline is not required in cases of Spareboard operators disciplined as a result of being "not available."

- d) At least one employee interview will be conducted prior to issuance of any written warnings relative to termination of employment of any employee.

Any employee called to appear before Company officials, where discipline may be contemplated, shall be given sufficient notice to arrange for union representation to accompany him if he so desires. In the event the employee declines union representation, the employee will sign a letter at the interview confirming his decision to waive union representation.

- e) Any employee may be dismissed or suspended immediately for insubordination, substance abuse or dishonesty.

Investigations

- f) Complaints, if disputed by the employee, shall not form the basis for disciplinary action involving a suspension unless the complainant appears at a hearing that includes the employee, the Union and, the general manager or his designate. In the event the complainant is not able to attend the hearing, the complainant may still participate by video conferencing. This appearance requirement does not apply with respect to any written communication from law enforcement agencies.
- g) 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 investigations and reports are made available to the Company and the Union.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- h) All checker's reports completed within a sixty day period may form the basis for disciplinary action, provided the most recent report is within 21 days of the date of discipline.
- i) Inspectors in checking employees are to give the facts pertaining to the performance of their duties. Personal opinions of inspectors will not be made the basis for rendering discipline.
- j) No disciplinary action will be taken until the completion of the investigation; however, an employee may be withheld from service (standby) until the investigation is completed. Such employee will be compensated during this time for any scheduled earnings missed.

Discipline:

- k) Where the employee is found to be at fault, the standby period may be applied as part of a suspension period, if applicable.
- l) If investigation results in an employee being dismissed, such case may be taken directly by a representative of the Union to the Company designated Step 2 representative, in accordance with the applicable time limits prescribed for this level of the grievance procedure.
- m) Where discipline rendered in the form of a suspension, the suspension may, at the discretion of the Company, be served when the employee would normally be on active duty.
- n) Discipline rendered shall be declared within fourteen (14) calendar days after the Company's knowledge of the incident. Upon request, an additional ten (10) calendar days will be granted. Any further waiver of time limits must be mutually agreed upon. Company as here used means any Greyhound Bus Company or Company supervisor or checker.

No discipline may be rendered prior to a collision being classified and the employee being notified.

- o) If, as a result of an appeal, the discipline or the discharge is revised or cleared, the record of the employee will be corrected accordingly and the employee will be paid for any loss of earnings in accordance with the decision rendered plus reasonable expenses if the same were incurred as a result of such investigation or hearing having taken place at a point other than the home terminal of the employee involved.
- p) Disciplinary action charged on the personnel record of an employee shall not be admissible or used in any disciplinary or arbitration proceedings after a period of two (2) years from the date of entry providing that no similar disciplinary action has been charged to such record.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**SECTION 7
PROBATIONARY EMPLOYEES**

A new employee who has entered the service of the Company will be considered on probation. Unless notified to the contrary within one hundred (100) days on the payroll in active service from the date entering a position represented by the bargaining unit, it will be understood that the application for permanent employment has been approved, unless it later develops that the employee withheld pertinent information or had given false information materially affecting the acceptance of the application for employment, in which case, that employee will be subject to dismissal from the Company.

'Active service' as used in this section is time spent performing the duties of their classification and excludes any time spent performing modified work while on WCB/WSIB or any return to work program (modified duties) outside of their classification.

Furthermore, an Operator's probationary period will commence on the day he/she operates his/her first trip in revenue service, regardless of seniority date.

**SECTION 8
APPEALS OF MEDICAL EXAMINATION REQUIRED
FOR REASONS OTHER THAN WEEKLY INDEMNITY,
LONG TERM DISABILITY, OR WORKERS' COMPENSATION**

- a) An employee falling to pass medical examination from a medical authority approved by the Company may be disqualified from service. If within ten (10) days of disqualification, written request is made by the employee for further examination, then a physician will be jointly selected by the employee and/or the Union and, the Company from a list provided by an Occupational Physician contracted by the Company. This physician will be paid jointly by the Company and the employee. If the examinations disclose no disqualifying condition, or disclose condition(s) that in the judgment of the physician can be corrected by treatment, the employee will be permitted to resume his employment upon certification of the employee's fitness to return to work by the attending physician.
- b) Physical examination requested by the Company shall be paid for in full by the Company except as provided in the Section on "Leaves of Absence".

**SECTION 9
LAY-OFFS**

REDUCTION IN FORCES

- a) When forces are reduced, employees will be laid off in the reverse order of their seniority in their occupational classification at the location they are working within their seniority districts and will retain all seniority rights and privileges, subject to the provisions of Section 9, 31, 32, 61, 73 and, 81 herein.
- b) In the event of lay off from or the closure of a Company operated garage or depot during the life of this Agreement, employees laid off or displaced may

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

exercise their seniority by classification in other locations within their seniority district within fourteen (14) days. If unable to hold work within their seniority district, they may exercise their seniority by classification into a Company operated garage or depot in another seniority district and retain their full seniority by classification that they held at their former work location.

RECALL OF LAID OFF EMPLOYEES

c) An employee laid off on account of reduction in force will retain his seniority. He shall maintain on record with the Company his correct current mailing address. Employees shall be recalled to the service in their seniority order of their occupational classification in their seniority districts in accordance with the following procedures:

d) Notice of Recall

1. The Company will advise each employee to be recalled by registered mail, verified telephone call or in person and said notification shall be deemed to have been received by such an employee.
2. An employee receiving notice of recall will immediately acknowledge receipt of same by registered mail, telephone or in person, and will report for duty at the place designated by the Company within fourteen (14) days of the date of said notice.
3. When an employee is not laid off from total employment, but laid off into a lower classification, he shall be recalled to the higher classification when there is a vacancy in that higher classification. In such instances, notification shall not be in accordance with the above provisions, but shall be by telephone or in person and will be handled as expeditiously as possible.

e) Recall of less than 30 days from a complete layoff of employment.

An employee being recalled for a period of work which is known to be less than thirty (30) days' duration will be given permission to reject same without loss of seniority; if sufficient other competent employees are available.

Fulltime employees recalled to work shall be recalled for no less than fourteen (14) days, except in the use of laid-off Operators.

Fulltime terminal employees recalled to work shall be recalled for no less than seven days.

f) Refusal of Recall

1. An employee who is laid off and is not in active service, who fails to comply with any of the provisions of this Section shall, by reason thereof, terminate, and be deemed to have terminated his employment, and to have surrendered all claims to seniority and all other rights, benefits and privileges as an employee of the Company.
2. An employee laid off to, and working in, a lower position may refuse a recall of less than eight (80) hours without loss of his seniority, provided other

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

employees holding seniority in the vacant classification are available. If he refuses the recall apart from this provision he shall relinquish his seniority in the classification to which he was recalled. The employee will continue his employment in the current position and will no longer be on recall.

A recalled fulltime employee shall be guaranteed forty (40) hours of work.

Where there is no other employee holding seniority in the vacant classification, the employee refusing the recall will relinquish his seniority in the classification to which he was recalled.

- g) When employees are to be laid off, from total employment they will be notified by the Company as soon as possible in writing, but not less than seven (7) calendar days except that only forty-eight (48) hours' notice will be required where an employee is able to exercise seniority or bump into another classification or is bumped into a lay off status by another employee.
- h) An employee who has been laid off from total employment and thereafter has not been recalled for service within one (1) year from the date of such lay off, shall cease to be an employee of the Company and his name shall be removed from the seniority roster. Said employee will receive severance payout as provided in the Labour Code
- i) When an employee is served notice of layoff and requires any payout of accrued vacation or accrued statutory holiday pay, the payment will be requested prior to layoff. The layoff notice shall include the procedures for requesting such payouts.

SECTION 10 LEAVES OF ABSENCE

An employee on leave of absence for any reason, who fails to report for duty at the end of such leave, will be considered to have left the service of the Company. The Company agrees to notify the Union on all leaves of absence granted.

An employee on a Leave of Absence may not accept employment with a competitor, without the written consent of the Company.

Unpaid Personal Leaves of Absence

Leaves of absence may be granted to any employee when he can be spared without interference to the service. Employees must submit a written application to their supervisor. The Company will provide a written response within ten (10) days of receipt of such application. Such leaves will include those that may be granted upon written request from Level A1, A2 and A3 Trades Persons in the Maintenance Department for the purpose of job related training with respect to Apprenticeship or other Trade Programs, which may be established. Leaves of absence under this section will not be unreasonably withheld.

Except as provided herein, such leaves will be limited to ninety (90) days except in extreme emergencies the Company may, in its sole discretion, grant further leaves up to a maximum of three hundred and sixty-five (365) days.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

It is not the intent of this clause to accommodate 'employees' who have other fulltime employment. Employees who have the time off in their regular employment are welcomed to work at GCTULC during their free time; however they will be required to resign their position with GCTULC when returning to their fulltime vocation.

NOTE: For Apprenticeship Leaves only, reference Article 3 Section 66

- (i) Leaves for more than ten (10) days require a minimum of four (4) days notice. An employee granted a leave of absence for more than ten (10) days and who desires to return to work before the time stipulated in said leave expires, must give at least four (4) days notice in writing to his immediate supervisor prior to return to service. Applicable bump notice must also be served on the affected employee.
- (ii) License Suspension: An employee requiring a valid driver's license to perform his job duties suffering a suspension of his driver's license as a result of a non-job related experience shall, once in his career, be entitled to a leave of absence without pay or benefits for a period of time equal to the suspension period but not to exceed twenty-four (24) months from the date of such suspension. Should the suspension be a result of an alcohol or drug related violation, a monitored SAP assessment will be mandatory. An employee using this entitlement will be considered to have used the 180 days entitlement outlined in preceding paragraph
- (iii) Where an employee is granted an unpaid leave of absence under this clause, the employee may apply to work in another work group (i.e. an operator working in the terminal or maintenance work groups). The Company, at its sole discretion, may choose to hire this employee into another work group at the base rate of pay. Any seniority in the new position would commence from the first day of employment in that new position. At conclusion of the leave of absence, the employee must return to his original position and therefore resign from the interim position. Should the employee be terminated during the interim position (in accordance with the provisions of the collective agreement), the employee is terminated from the Company overall. Where the employee is unable to perform the duties within the time periods of Section 65 or 72, the employee will be removed and will revert to the ongoing leave of absence.

a) Unpaid Sick Leave for Part Time Employee

Any part time employee, may request an unpaid leave of absence of more than 3 days due to sickness. The request must be in writing and must include acceptable medical documentation when requested to do so by the Company. The employee must notify the Company in advance of his intention to return to work in accordance with Section 10(c).

b) Return from Sick Leave (all employees)

An employee returning to work after a leave of absence due to sickness or disability (as per Section 10(b or g) or, Section 16) of over fourteen (14) days

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

must give the Company at least forty-eight (48) hours' advance notice in writing prior to return to service, must supply a medical indicating fitness to return to work and, must provide applicable bump notice. In the case where the Company requires a referral to a medical specialist for further information, the Company will insure that the employee will continue to receive the appropriate benefit. If the result of the referral is that the employee should have returned to work as submitted initially, the company would increase the remuneration to equal that which would have been received had the employee returned to work as originally requested.

c) Union Leave

Any member of the Union accepting an official position in the Amalgamated Transit Union (Local 1374, Canadian Council or the International Union), Federation of Labour or Labour Congress, or any elected political office in the Municipal, Provincial or Federal Governments, or Military Reserves shall, upon request, be granted an indefinite leave of absence while engaged in the duties of same and shall retain and accumulate all seniority rights.

d) Parental Leave

Will be granted in accordance with the provisions of the Canada Labour Code.

e) Bereavement Leave

1. 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 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. The employee will give the Company as much notice as possible of his intention to take bereavement leave.

2. Immediate family will consist of:

- The employee's spouse or common-law partner;
- The employee's father and mother and the spouse or common-law partner of the father or mother;
- The employee's children and the children of the employee's spouse or common-law partner;
- The employee's grandchildren;
- The employee's brothers and sisters;
- The grandfather and grandmother of the employee;
- The grandfather and grandmother of the spouse or common-law partner of the employee;
- The father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother;

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- Any relative of the employee who resides permanently with the employee or with whom the employee resides.

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

In the event of a death in the immediate family of an employee, such employee shall be entitled to use one week of his vacation period to attend such funeral. If the death occurs outside of Canada, entire unused vacation entitlement may be allowed. Where the employee has exhausted his vacation period in that year, a maximum of one (1) week shall be allowed and deducted from the next vacation period to which he is entitled. This shall not constitute a split as defined in Clause 15(b) herein.

f) Workers' Compensation Leave

An employee suffering an on-the-job injury covered by Workers' Compensation shall be paid for any lost time on the day of the injury, providing the attending physician advised him not to work for the balance of the day. If able to work, he will return to his duties, and failing to do so, he will not be paid for hours not worked.

- g) If an employee is receiving weekly Indemnity or Workers Compensation Benefits, they will not be entitled to a pay-out of accrued vacation or accrued statutory holiday pay. An employee may request a pay-out of accrued vacation or statutory pay when the above benefits are exhausted.
- h) A leave of absence due to sickness of an employee may be limited to one (1) year and an employee on leave due to sickness must furnish a doctor's certificate when requested to do so by the Company. An employee on leave of absence due to sickness or disability may accept employment elsewhere without loss of seniority or employee privileges, except that he shall not accept employment with any line competitive to any Greyhound Company without the consent of the Company. The time limit of one (1) year herein specified may be extended by mutual consent of the parties hereto. Leaves of absence due to sickness or disability will be automatic, subject to the employee promptly notifying the proper Company official, but the Company reserves the right to request proof of sickness or disability. The employee must notify the Company in advance of his intention to return to work in accordance with Section 10 (c).

SECTION 11 MISCELLANEOUS

- a) Equal consideration will be given to members of the Union in promoting or assigning employees to supervisory or other positions considered in line of promotion. See LOI #1.
- b) Temporary or Permanent Moves between Classifications. An employee accepting a position in a higher classification will advance to the first pay rate in the higher classification that exceeds the rate of pay previously received in the lower classification. Employees accepting a position as an Operator shall commence wage progression in Class "A" of Section 47. Fulltime employees with two (2) or

ATU 1374- GCTULC 2011 - 2014 Collective Bargaining Agreement

more years of Company service or part time employees with 4160 hours of service, accepting a position as an Operator, shall commence wage progression in Class "A1" of Section 47.

Pay progression in the higher classification shall commence from the date of promotion, however, in no event will the employee receive a lower rate of pay in the higher classification than he would have been entitled had he remained in the lower classification. Prior service in the higher classification shall only count towards pay progression in the higher classification when the employee was reverted to a lower classification due to shortage of work in the higher classification.

When an employee of a higher classification accepts a position in a lower classification, he shall immediately receive the highest rate of pay per hour in the lower classification to which his accumulated years entitle him.

Once in their career, any employee (excluding Owner Operator) may accept a position and move from one article of the CBA to another, (Example: Platform Loader to Operator/Operator to Mechanic), and their seniority in the classification/article he is vacating will be frozen for a period of thirty (30) consecutive months at which time they will lose all seniority rights in the classification/article he is vacating.

If, after a reasonable period of time, not to exceed sixty (60) days, the employee is found to be incapable of holding the position, or wishes to revert back, he shall revert to his former position without loss of seniority.

That employee may revert to their former classification/article within thirty (30) consecutive months with fourteen (14) days notice on a master bid or lay off and will forfeit seniority in the classification/article he is vacating.

- c) Movement outside the Bargaining Unit. Any employee promoted to temporary or permanent supervisory or other positions, not covered by this Collective Agreement, will retain and accumulate seniority for the first seventy-five (75) days in the seniority district in which seniority was held. Should the employee remain in such position beyond seventy-five (75) days, his seniority accumulation will cease as of the first day the employee entered the non-bargaining unit position. For clarity, each separate occasion outside the bargaining unit will be considered a new seventy-five (75) day period. Employees who accept temporary positions will continue to make their normal contributions in their Western Pension Plan. Contributions will be submitted in the form of a cheque to the Company by the employee on a monthly basis.

Employees in a non-bargaining unit position for 30 consecutive months, or more, will lose all seniority rights in the seniority district in which seniority was held.

- d) The age of an employee shall, except as provided in any future Greyhound retirement plan have no bearing on that member's qualification in the matter of continued employment.
- e) 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, one (1) hour's pay at the next higher rate greater than the rate being earned in the lower classification, in such classification for all hours worked or portion thereof in such classification.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- f)
1. The Union emblem may be worn on service uniforms.
 2. 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 in full view of the traveling public. Such emblem to be furnished by the Union and the cost of installation, maintenance of same and replacement to be borne by the Union.
- g) An employee, in the presence of a supervisor, will be permitted to examine his local personnel file within seventy-two (72) hours of his request. The employee may have a union representative present during said examination. If any copies of said file contents are required, the cost of reproduction shall be borne by the employee. Such a review will be in compliance with federal privacy legislation.
- h) **Bulletin Boards:**
- The Union will be allocated space on the Company's bulletin boards where notices pertaining to meetings, social events, and other proper Union matters will be permitted.
- i) **Service Letter:**
- At the termination of employment, employees who have completed their probationary period will be given a letter, upon request, showing his term of service and capacity in which employed.
- j) Requisitions for Service or Supplies forms or such other form of credit that the Company may initiate shall be supplied to employees.
- k) When pay claims are disallowed by employee's supervisors, they shall be returned to the employee with an explanation as to the reason for denial. Rejected pay claims will carry the signatures of the supervisors rejecting same.
- In the event pay claims are accepted and are subsequently rejected by the general payroll office, a photocopy of the original pay claim shall be returned to the employee with an explanation as to the reason for denial. The portions of the pay claim that are not in question shall be processed in the normal manner, without waiting for the resolution of the rejected portions.
- l) When an employee, through no fault of his own, is short on his pay cheque for any pay period in the amount of sixty dollars (\$60) or more, he shall, upon written request, be issued an advance by general cheque within five (5) working days of the request being received by the Payroll Department. Advances of this nature will not be honored by the Payroll Department if the shortage can be included in a payroll cheque which will be issued within the five (5) working days previously provided for.
- Pay claim adjustments, as a result of grievances, shall be forwarded to the Union office within fourteen (14) days of grievance resolution for distribution.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- m) Employees applying for positions in any other department will be given consideration if they can qualify for such position.
- n) Wherever time limits appear in this Agreement, such time limits may be extended by mutual written agreement between the parties hereto.
- o) Where the display of personal identification is required, such identification shall normally portray the employee's first name, or initials and last name only; however, upon special request by an employee, he may order identification portraying first name and last initial. Identification will continue to be displayed in accordance with policies established by the Company.

The initial cost of any and all identification name-tags and/or name-plates will be borne by the Company. The Company will replace items damaged during the course of performing work, provided that no intentional or gross neglect can be shown on part of the employee.

SECTION 12 PASS TRANSPORTATION

Pass transportation will be in accordance with the Company's "Employee Travel Guide" policy.

NOTE: see LOU #20.

SECTION 13 ACCOMMODATION

To ensure accommodation within the workplace, the Company and the Union are committed to providing accommodation under human rights legislation such as the *Canadian Human Rights Act* and the *Employment Equity Act*, up to the point of undue hardship. Accommodation applies to all aspects of employment, and will take place in such a manner as to ensure the employee needs and operational requirements are met, and that personal dignity is respected.

Accommodation will be done in accordance with the Company's Accommodation Policy and Procedures, which includes a forum for Union involvement.

a) Job Openings:

When new employees are required by the Company, employees on LTD or permanently on WSIB/WCB shall be given preference in employment over new outside applicants, provided that the disabled employee is qualified to perform the available work. The Company shall be the sole judge in determining if the disabled employee is qualified.

b) Permanent Accommodations:

1. Where an accommodation results from a Terminal or Maintenance employee being permanently disabled to the point that he cannot perform the duties of his classification (as established under either the LTD or WSIB/WCB program), he may exercise his bumping privileges in accordance with this

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

collective agreement and revert to a former position in a lower classification. The following will apply with respect to seniority and wages:

- (i) his pay level will be established in accordance with Section 11(b); or, his pay may be topped up to his existing wage rate if WSIB/WCB deem this appropriate;
 - (ii) his seniority in the lower classification will be as per his original seniority date in that classification.
2. Where the employee was hired from outside the Company into a position above an entry level position and therefore does not have prior experience in a lower classification, he may still exercise bumping privileges in accordance with this collective agreement such that:
 - (i) his existing classification seniority will be recognised as his seniority in the lower classification;
 - (ii) his pay level will be established in accordance with Section 11(b); or, his pay may be topped up to his existing wage rate if WSIB/WCB deem this appropriate;
 - (iii) Sections 65 and 72 will apply to a Maintenance or Terminal employee only with respect to the duration granted to learn the new lower classification duties.
 - (iv) The seniority in the higher classification continues to accrue while on the accommodation.
3. Where an accommodation results in an employee being permanently disabled to the point that he cannot perform the duties of any classification in his occupational group, the employee may be accommodated into a different occupational group through the normal bid process (i.e. Maintenance to Terminal or, Operator to Maintenance, etc.) The following will apply with respect to seniority and wages:
 - (i) his years of service will be recognized for the purpose of establishing his pay level; or, his pay may be topped up to his existing wage rate if WSIB/WCB deem this appropriate;
 - (ii) his seniority in the classification in the new occupational group will commence upon the date he first performed work in that classification;
 - (iii) the seniority in the original classification and occupational group continues to accrue while on the accommodation.
4. Where an employee has exercised a permanent accommodation option, he may only return to his previous/vacated position upon clearance from the LTD provider or from WSIB/WCB, whichever is applicable. Where such approval is granted, the employee's accrued seniority in the higher position is reactivated.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

5. The intent of (b) is to accommodate employees who have a permanent disability preventing them from performing the duties of their position.

c) Temporary Accommodations:

- (i) The union recognizes the need to facilitate the return to work of employees who are unable to work due to a temporary basis, due to medical reasons. To this end:
- (ii) Some temporary accommodations of occupational injuries may take place in accordance with the WSIB/WCB modified work provisions of the Canada Labour Code and the Company-related policy.
- (iii) Some temporary accommodations of non-occupational injuries may take place, provided that no additional cost is incurred by the Company and the employee can perform the duties of the position involved in the accommodation. Such accommodations will be at the Company's discretion and are intended for graduated return to work programs.

SECTION 14 STATUTORY HOLIDAYS

a) Statutory Holidays for all employees shall be as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Valentines Day (3 rd Monday in February)	

b) Not Scheduled to work: On any of the above named Statutory Holidays that an employee is not required to work, Statutory Holiday pay will be as follows:

1. Hourly Employees – Eight (8) hours' regular pay.
 - i. Employees on Regular Work Week - eight (8) hours regular pay.
 - ii. Employees on Modified Work Week

If not scheduled to work - eight (8) hours regular pay.

If scheduled but not required to work - ten (10) hours regular pay.
 - iii. Part-time Employees – 1/20th of the wages earned during the thirty calendar days immediately preceding that Statutory Holiday, in accordance with the provisions of Part III of the Canada Labour Code.
2. Regular Operators - Their regular run pay except on two assignments on one day in which case the average of the assignments will be paid. In cases of different assignments in a pay period, the average miles will be paid. Statutory Holiday miles shall be indicated on each Masterbid.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

3. Spareboard Operators - Their daily vacation pay or a minimum of \$125.00 whichever is greater.
4. Statutory Holiday may be accrued.

c) Scheduled to work:

On any of the above mentioned Statutory Holidays that an employee is required to work, Statutory Holiday pay will be as follows:

1. Hourly Employees:

- (i) Employees on Regular Work Week – statutory holiday pay equal to eight (8) hours regular pay.
- (ii) Employees on Modified Work Week – statutory holiday pay equal to eight (8) hours regular pay.
- (iii) Part-time Employees – statutory holiday pay equal to the actual time worked.

The statutory holiday premium is one and one-half (1 ½) time the regular rate of pay for all hours worked.

Overtime:

Where the fulltime employee is authorized to work beyond his normal daily hours, he shall receive a combined holiday and overtime premium of two times the hourly rate for those hours in excess of the normal scheduled hours.

2. Regular Operators - Their regular run pay at time and one-half (1 ½) of their regular mileage rate of pay, except where they work on two assignments on one day in which case Statutory Holiday pay will be the mileage of the longest assignment. In cases of different assignments in a pay period, the average miles will be paid.
3. Spareboard Operators -
 - (i) Working as a regular Operator - In accordance with the Statutory Holiday pay established for a regular Operator working.
 - (ii) and/or Working as a Spareboard operators – All mileage driven or cushioned at one and one-half (1 ½) his mileage rate on the Statutory Holiday and/or;
 - a) Any protecting pay allowable,
 - b) Any charter hourly pay allowable at one and one-half (1 ½) times the charter hourly rate, with a minimum of daily vacation pay or a minimum of \$125.00 whichever is greater.
 - (iii) Working as a Spareboard and regular Operator - All mileage driven or cushioned on the Statutory Holiday at time and one-half (1 ½) of their regular mileage rate of pay and/or;

ATU 1374 - GCTULC 2011 - 2014 Collective Bargaining Agreement

- c) Any protecting pay allowable,
- d) Any charter hourly pay allowable which is payable as a Spareboard Operator and,
- e) One-way mileage for any regular trip, which is not part of a temporary vacancy and which departs from home or lay-over terminal on the Statutory Holiday.
- f) Payment Options: Statutory Holiday pay earned on a Statutory Holiday that is worked may be paid, at the employee's discretion as follows:
 - 1. Immediately in the pay period in which the Statutory Holiday(s) occur.
 - 2. 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 and the employer or may be paid out (with no time off), at the employee's request.
 - (i) Statutory Holiday pay shall accrue to Spareboard bi-weekly guarantee, with reference to Section 55, when the Operator takes payment of the holiday pay immediately. Statutory Holiday pay accrued for later payment shall not accrue to the biweekly guarantee when it is paid out at some later date which is not in the same pay period as the Statutory Holiday in question.
 - (ii) All accrued statutory holidays not taken by the last pay period of the calendar year following the year in which they were accrued, will be paid out in that pay period.
 - (iii) NOTE: Statutory Holiday pay may only be accrued for later payment on regular trips when those regular trips commence on the Statutory Holiday.
 - (iv) For accrued statutory holidays booked in conjunction with an employee's annual vacation, please reference Section 15 Vacations.
 - (v) Statutory Holidays taken, other than in conjunction with the employee's annual vacation, must be at a time convenient to the employer.
 - (vi) Accrued Statutory Holidays must never be taken on another Statutory Holiday.
- d) Scheduled but not required to work:
 - 1. In the event that less than the normal complement of employees are required to work on a Statutory Holiday, the Company will bulletin employees to that effect at least seven (7) days in advance of such holiday. Failing the issuance of said bulletin, employees will report for duty on their normal shifts.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

2. In an effort to resolve problems caused by this procedure in some areas, other methods may be adopted during the life of this Agreement by mutual consent of the parties.
3. In the event a regular bid run, or portion thereof, is not required to be performed on a Statutory Holiday, the regular bid Operator shall be paid as though the work had been performed as bid. This does not apply where the Operator's run bid specifically provides that the regular bid run or portion thereof will not operate on specific Statutory Holidays.

e) Eligibility for Statutory Holiday Pay:

1. No compensation will be paid to an employee who fails to report for work or be available for work on a Statutory Holiday unless he has been notified by bulletin as set out above.
2. In order to receive Statutory Holiday pay, an employee must work his last scheduled work day prior to the holiday and also his first scheduled work day immediately after the holiday, except in cases of authorized leave covered by the issuance of a Form 6, Personnel Record Entry form, of less than sixteen (16) days, sickness of less than sixteen (16) days but more than one (1) day or bereavement leave.

f) Requirement to Work on a Regular Day Off:

1. Where regular Operators on their regular day off are needed on Statutory Holidays, it shall be on a voluntary basis. If such voluntary basis does not supply sufficient Operators to perform the service, then the regular Operators will be assigned in the reverse order of their seniority.
2. All employees, other than Operators, required to work on a Statutory Holiday, which falls on their regular day off, will receive a day's pay as Statutory Holiday pay plus double time for all time worked.
3. A regular Operator required to perform work on a Statutory Holiday which is in addition to his regular assignment or which is performed on his regular day off, shall be paid the Statutory Holiday pay previously provided for plus double his regular mileage rate for all additional miles driven.

g) Manning of Service

For the purpose of the section, Manning of Service payments will be calculated as if the Operator had worked the assignment or portion of the assignment for which the manning is paid.

SECTION 15 VACATIONS

a) General:

1. Every Greyhound employee, covered by this Collective Agreement, shall become entitled to an annual vacation on the conclusion of each year's

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

service. Every former Coachways employee's annual vacation entitlement shall be based on a calendar year (i.e. January 1 to December 31).

2. Any employee may, voluntarily, split the vacation, for which he has qualified, under this Section, into a maximum of five (5) periods, none of which may be less than seven (7) consecutive calendar days.

NOTE: see LOU #18

3. **Bidding:**

Restricted vacation periods shall be bid in accordance with Section 15(c) prior to vacations falling outside the restricted periods. Vacation falling outside the restricted periods, shall be bid by seniority on the second go-around.

4. Vacations are not cumulative and may only be taken during the twelve month period immediately following the year in which they were earned. It is up to management and employees to ensure that employees take their vacation.
5. Unless defined elsewhere the maximum number of employees permitted to take vacations shall be determined by the needs of the service as decided by the Company, it being understood that the allotment be no less than as set out in section 15(b) Summer Restricted Period.
6. Except as provided in Clause (a-8) hereof, an employee will not be paid for vacations that are not taken.
7. Annual vacation will be as follows:

After	1 year of service	2 working weeks
	3 years of service	3 working weeks
	12 years of service	4 working weeks
	22 years of service	5 working weeks
	30 years of service	6 working weeks

8. (Upon termination of service), the pay in lieu of a vacation shall be:
 - (i) In the case of an employee with less than one (1) year of service, and up to three (3) years of service, four percent (4%) of his total wages upon which vacation pay is due.
 - (ii) For periods of more than three (3) years, the pay in lieu of vacation will be six percent (6%), eight percent (8%), ten percent (10%) and twelve percent (12%) as the case may be according to the provisions of Clause (f) herein.
 - (iii) An employee who fails to report for duty at the end of his vacation period, unless prevented from so doing by sickness or accident, will be considered to have left the service of the Company.
9. In non-restricted periods employees may start their vacation to coincide with their days off.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

10. Vacation relief shifts will be included on Masterbids whenever possible.
11. 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 year immediately preceding the date on which the employee became entitled to this vacation.

Employees who are off work (absent) more than three (3) months due to sickness may take the full vacation time to which they are entitled based on service time or they may take time off on a weekly prorated basis for which they have credit and they shall be paid the full percentage to which their years of service entitles them.

Vacation pay will be allocated to the appropriate pay period in which the vacation is taken.

12. Vacation allowance for former Maverick Employees will be "Grandfathered" to those with an allowance greater than the ATU Agreement. Anyone with less than the ATU Agreement will accrue as per the ATU Agreement.

b) Restricted Vacation Periods:

It is understood that the number of Operators, maintenance and terminal employees permitted to take vacation shall be restricted during the Christmas and Summer periods. Blocks of vacation time only apply during the restricted vacation periods and are defined below.

1. Summer Restricted Period shall consist of five (5) two (2) week blocks, commencing the last Sunday in June.
2. Christmas Restricted Period will be set up as a single one (1) week block and a single two (2) week block. The two (2) week block will cover Christmas Day and New Year's Day, and the one (1) week block will be immediately preceding the two-week block.

Employees shall be limited to bidding only one of the restricted periods on each annual first go-around rotation bid.

OPERATORS

During the Summer and Christmas Restricted Period, the minimum number of Operators who shall be permitted to take vacation at any one time shall be as follows: For Division points listed below with ten (10) or more Operators, the minimum number of Operators who shall be permitted to take vacation during the Summer restricted period shall be 10% of the active Operators in each Division, rounded to the next highest number. During the Christmas restricted period the number of Operators permitted to take vacation shall be 5% of the active Operators in each Division, rounded to the next highest number with one (1) Operator being the minimum at the Division point during the Christmas period.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

For Division points with less than ten (10) Operators, a minimum of one (1) Operator in each Division may be off during the Summer and Christmas restricted periods.

Operator's Division Points
Calgary
Dawson Creek
Edmonton GCTULC Division
Kamloops
Kelowna
Ottawa
Peace River
Prince George Coachways Division
Prince George GCTULC Division
Regina
Saskatoon
Smithers
Sudbury
Thunder Bay
Vancouver GCTULC Division
Vancouver Maverick Division
Winnipeg GCTULC Division
Winnipeg Grey Goose Division

During these periods (Summer and Christmas), the maximum number of Operators who shall be permitted to take vacations at any one time shall be determined at the sole discretion of the Company.

TERMINAL & MAINTENANCE EMPLOYEES' VACATION ENTITLEMENTS

MAINTENANCE

For departments with fifteen (15) or more employees, the minimum number of maintenance employees who shall be permitted to take vacation during the restricted periods shall be 10% of the employees in each department/classification, rounded up to the next higher number.

For departments with less than fifteen (15) employees, a minimum of one (1) employee per classification per location may be off per summer vacation block.

During these periods, the maximum number of maintenance employees who shall be permitted to take vacations at any one time shall be determined at the sole discretion of the Company.

TERMINAL

For departments with fifteen (15) or more employees on the combined full time and part time list, 10% (rounded up) of the employees per classification per location may be off per summer vacation block, to a maximum of 3.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

For departments with less than fifteen (15) employees on the combined full time and part time list, a minimum of one employee (regardless of full time or part time status) per classification per location may be off per summer vacation block.

Regardless of department size, there will be a minimum of one employee (regardless of full time or part time status) per classification per location during the Christmas restricted period.

c) Method of bidding vacations

1. Restricted Vacation Periods

- (i) For the purposes of bidding, the restricted vacation year shall be a twelve (12) month period commencing the last Sunday in June. The actual dates for the Summer and Christmas restricted periods shall be posted in a separate memorandum.
- (ii) Employees successfully bidding in a restricted period on the first go-around will move to the bottom of the rotation list.
- (iii) Employees who do not bid in a restricted period will retain their position on the rotation list. Regardless of the number of times the employees pass up their bid for the restricted periods, they will only rotate to the bottom of the list upon exercising their bid in a restricted period on the first go-around.
- (iv) Employees may bid into one of the two-week blocks but may not take one week from two separate blocks. Vacations in the restricted periods may be more than two (2) weeks in the Summer period if it does not, in the opinion of the Company, affect any other employee.
- (v) Recalls during Restricted Periods: Employees who know at the time of the restricted vacation bid that they will be recalled into a higher classification for the actual restricted period, shall bid vacation in the recall classification. Employees failing to do so, will forfeit their claim to the bid vacation block. The rotation list will not be revised to reflect this loss of vacation and the forfeited vacation slots will be filled at the discretion of the Company.

However, an employee not aware of a recall into a higher classification during a restricted period, who later is recalled in the restricted period, would still be entitled to vacation based on the original vacation bid. The Company would not have to post the vacation in the vacated classification.

- (vi) Employees without Classification Seniority (Bids): If employees bid into a higher classification in which they do not have seniority, they will be placed on the bottom of the rotation list.
- (vii) Where there are two (2) or more operating areas within a division, operators will maintain their position on a single restricted vacation rotation list.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (viii) New employees will qualify for a position on a rotation list when they have been employed twelve months.

(For example, an employee hired January 1, 1999 has one year of service as of January 1, 2000 and can bid in the summer 2000 restricted period. An employee hired August 1, 1999 has one year of service as of August 1, 2000. Given that the summer restricted vacation bid has ended, that employee cannot bid until 2001.)

- (ix) Notice of statutory holidays taken in conjunction with vacations during the restricted period must be given at the time of the restricted vacation bid. Such accrued statutory holidays can be taken in a full week block(s) or, singularly to a maximum of two (2) days or, any combination thereof. Statutory holidays cannot overlap the two (2) week vacation block, except as defined below.

A maximum of two (2) statutory holidays with vacation will be allowed to carry into the next restricted block without restricting the allotment for that block, for all positions except licensed mechanics.

With respect to licensed mechanics, the maintenance classification will allow one statutory holiday with vacation to be carried into the next restricted block without restricting the allotment for that block, Maintenance will endeavor to provide the maximum of two (2) statutory holidays for maintenance mechanics prior to restricting the block; however, it is recognized that operational requirements of the maintenance classification may not always make this possible for licensed mechanics.

2. Bidding

First Go-around

- (i) The rotation bid for the restricted periods of summer and Christmas shall be completed on the first go-around. For Operators: Vacation bidding shall take place in conjunction with the April Masterbid, with the first go-around to be bid prior to the general Masterbid, and the second go-around to coincide with the general Masterbid.
- (ii) For Terminal, Technical and Maintenance employees, vacation bidding shall take place prior to April 30th.
- (iii) Employees shall be limited to bidding only one of the restricted blocks on each annual first go-around rotation bid.

Second Go-around

- (i) Any restricted blocks left open from the first go-around and, any unrestricted vacation will be bid on a straight seniority basis for the second go-around. Any blocks bid in restricted periods on a straight seniority basis shall not affect an employee's retention of his or her rotation rights for future bidding in restricted periods. Employees may bid their entire remaining vacation entitlement on the second go-around, either as consecutively or split by weeks.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (ii) Extra week(s) of statutory holidays may be taken on the second go-around in conjunction with a vacation that was bid on the first go-around, provided the block is vacant.

3. General Vacation:

- (i) After bidding has been completed on the second go-around, vacations will be booked by order of request or, if necessary, assigned by the Company.
- (ii) Once vacations have been bid, no changes will be allowed, in the restricted period, except for compassionate reasons.
- (iii) If additional blocks are opened up, at the Company's discretion, during the restricted period, such blocks shall be bid by seniority.
- (iv) Under no circumstances will bumping be permitted.
- (v) When taking statutory holidays in conjunction with vacations that end prior to the restricted period or, that commence after the end of the restricted period, approval of the Company is not required and the number of statutory days taken in such instances shall not be limited. The exception is that an employee should never be allowed to take an accrued Statutory Holiday when it falls on another Statutory Holiday. The employee must provide a minimum of seven (7) days notice prior to the commencement of the vacation that includes the accrued Statutory Holiday date(s).

Advance notice of statutory holidays taken in conjunction with vacations is necessary for the determination of operational ability to cover the work. All efforts will be made to ensure that the request is granted, with such granting subject to operational needs.

SECTION 16 EMPLOYEE GROUP BENEFITS

This section applies to full-time employees only.

- a) The parties to this Agreement shall maintain a contributory benefit plan subject to the conditions of contracts and/or policies entered into with the insurance provider. The Company/insurer shall publish a separate booklet outlining the coverage, including terms and conditions for the items set out below. Disputes about benefit eligibility will be as set out in the Benefit Plan's Appeals Process, and are not subject to grievance arbitration under this Collective Agreement.

This benefit plan shall consist of:

1. Medical, Surgical and Hospital (MSH) coverage. Defined as Provincial Health Care Plans.
2. Weekly sickness and non-occupational accident insurance.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

3. Long Term non-occupational Disability insurance for employees not able to perform his/her normal duties due to the disability.
4. Extended Health Care Coverage (Vision Care, Paramedical Services, Major Medical, and Prescription Drug Card).

NOTE: Prescription Drug Cards will be issued within 6 months following ratification.

5. Dental Insurance Coverage.
 6. Group Life Insurance, Accidental Death and Dismemberment Insurance Coverage.
 7. Basic Out of Province and Out of Country Hospital, Major Medical for Business Travel & Travel Assistance Out of Canada.
 8. Short Term Disability (STD) Return to Work Program.
- b) *Weekly sickness and non-occupational accident insurance (STD) up to 26 weeks for one sickness or accident on the basis of sixty (60%) of pre-disability basic weekly income to a maximum of \$550.00 per week. Pre-disability earnings for operators will be based on average earnings during either the first thirteen (13) or the last thirteen (13) pay periods of the year; the period to be used is the last completed period prior to the date of disability. This amount will be pro-rated by deducting any period of fifteen days or longer off the payroll due to leaves or lay-off subject to an employee's compliance with the conditions of the contributory plan, benefits shall be as outlined below:*
1. Maintenance support persons, Operators, mechanics, service employees, ticket agents and baggage and express agents:
\$408.00 per week
 2. All other classifications according to this Agreement:
\$342.00 per week

Employees receiving the above benefit shall be provided with a document outlining the calculations used in arriving at the amount of benefit except in the cases where the maximum benefit is being received.

Weekly payments shall commence with the first day of non-occupational incident (not covered by Workers' Compensation) and the third day of sickness. If hospitalized, for two (2) days or more, payment to commence on the first day of illness. Where an employee is hospitalized for inpatient treatment (including day surgery) and is released for convalescence at home, sick benefits shall commence as of the first (1st) day of hospitalization.

Except in the case of exceptional circumstances, employees must notify the Company within three (3) days of sickness or accident when claiming benefits under this Section, and provide the Company-acceptable medical documentation substantiating their absence from work.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

It is not possible for an employee to receive sick leave indemnity payments (STD) and vacation pay concurrently, however if vacation is booked and an employee takes ill, the vacation may at their option be cancelled prior to the start of the vacation. If an employee is on vacation and takes ill, they may at their option, following the completion of the particular week of vacation cancel the remainder of the vacation period and go on sick leave indemnity pay.

An employee receiving Short Term Disability (STD) will not be entitled to a payout of accrued vacation or accrued statutory holiday pay. An employee may request a payout of accrued vacation or statutory pay when the above benefits are exhausted.

- c) *Group Life Insurance, Accidental Means, Death and Dismemberment* as shown hereunder:

All permanent fulltime employees covered by this Agreement are required to participate in the Benefit Plan when first eligible except where employees provide documentation that they have alternate extended health and/or dental coverage under another plan.

General Employee

Life Insurance

Benefits: \$25,000 without dependents
 \$50,000 with dependents

Accidental Means, Death and Dismemberment

Benefits: \$25,000 without dependents
 \$50,000 with dependents

- d) 1. Retirement at age 65 - Life insurance of \$12,500 to be continued at no cost to employee.

Employee must be a fulltime employee having:

(i) a minimum of twenty (20) years of continuous service.

2. Retirement between ages 60 and 65 - If employee meets requirements of (i) of (d) 1, above, retired life insurance in accordance with the following schedule will be issued:

<u>Age</u>	<u>Amount</u>
64	\$11,250.00
63	\$10,000.00
62	\$ 8,750.00
61	\$ 7,500.00
60	\$ 6,250.00

3. Employees on Long Term Disability

(ii) Employees on LTD may apply to Manulife for a waiver of premiums for the \$25,000 single or \$50,000 family life insurance option they may have under Section 16(c).

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

(iii) Employees on LTD must retire at age 60. Retired life insurance payments will then be calculated as per Section 16(d-2).

e) *Dental Care Insurance Coverage*

The Company will contribute seventy-five percent (75%) of premiums and the employee shall contribute 25%, of premiums required to continue a dental plan and such plan shall be based on current fee schedules. (A description of the coverage is outlined in the Benefits Booklet and is not included or incorporated in the Collective Agreement).

f) *Extended Health Care Plan*

The Company will contribute seventy-five percent (75%) of premiums required to fund an extended health care plan.

The Plan will include a Vision Care Plan that will pay up to \$200.00 every twenty-four (24) months for eyeglasses and contact lenses.

g) It is understood and agreed, the parties shall share in the cost of the plans above as follows:

LTD:	100% Company paid
MSH:	75% Company / 25% Employee

h) Employees on leave of absence, lay off will be privileged to pay the full cost of the above Group Benefits if they so choose for a maximum of six (6) full months for Life and AD&D, three (3) months for STD, Extended Health and Dental at which time all employee group benefit coverage will cease.

Employees on Long Term Disability have the privilege of continuing coverage of the above Employee Group Benefits providing they pay their monthly contributions prior to the beginning of the month of coverage. Failure to pay the monthly contribution in advance will result in the cancellation of benefits. Employees who fail to pay their portion of benefit costs will not be eligible for reinstatement of benefits while on Long Term Disability.

i) Employees operating charters into the United States will be privileged to obtain additional hospital and medical coverage on an individual basis to provide adequate coverage over and above their normal provincial coverage provided for the duration of the charter while traveling in the United States. Upon presentation of a proper receipt to the Company indicating the cost of the additional coverage, the Company agrees to reimburse the Operator seventy-five percent (75%) of the premiums for the additional coverage up to a maximum of twenty dollars (\$20).

j) *Optional Accidental Death and Dismemberment Insurance Coverage*

The Company will provide a plan at the cost of and option of the employee. (A description of the available coverage is outlined in the benefit booklet and is not included or incorporated in the Collective Agreement).

ATU 1374 - GCTULC 2011 - 2014 Collective Bargaining Agreement

Our current weekly indemnity plan with Manual Life provides benefits as follows:

"BENEFIT PROVISION WEEKLY INDEMNITY BENEFITS FOR EMPLOYEES"

Weekly Indemnity Benefits for an illness due to pregnancy or a disability resulting from a sickness which is due in whole or in part to;

- a) use of drugs or alcohol, or
- b) communicable disease,

shall be payable on the same basis as for any other sickness.

Benefits shall not be payable when the illness or injury is a result of committing a criminal offence.

EI reductions for disability insurance will be credited to the Company.

It is not the intention of the Company to change these provisions during the life of the Collective Agreement that would be effective April 1, 2011.

SECTION 17 ACQUIRED LINES

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 in the Company and, in addition, will acquire seniority on the acquired lines as of the date of acquisition. 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 between the Company and the Union.

NOTE: reference LOU #19

SECTION 18 ATTENDING COURT

- a) An employee covered by this Agreement who is instructed in writing by the Company to attend court, inquests, or other investigation, or is subpoenaed in reference to accidents or other acts which occurred during his tour of duty, will be paid all necessary actual expenses in connection with his attendance there at, and will be compensated for loss of work as follows:
 1. A Spareboard Operator will be paid his actual earnings plus such additional amount, if any, as may be necessary to make up an amount equal to his daily vacation pay for each day so engaged.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

2. Each employee, other than Spareboard Operators, will be allowed the same compensation he would have earned had he remained at his regular work or his regular assignment.
3. A fulltime hourly paid employee, who is required to attend court as herein provided on his regular day off, shall be paid at his overtime rate for all such time, with the following guarantee.

Part time employees shall be paid their normal rate of pay, except that they will receive overtime payment upon working more than eight (8) hours in the day or forty (40) hours in that week.

- (i) If time required in attendance is four (4) hours or less, he will be paid for four (4) hours at the overtime rate.
- (ii) If time required in attendance exceeds four (4) hours, he will be paid for a regular day's work at the over- time rate.

A regular Operator who is required to attend court as herein provided on his regular day off, shall be paid his hourly overtime rate for all hours in attendance and, in addition, shall receive an amount equal to his daily vacation pay, if such attendance is in excess of four (4) hours or an amount equal to one-half his daily vacation pay, if such attendance is four (4) hours or less.

4. An employee receiving compensation, as set out above, will remit to the Company any witness or court fee, expenses or other remuneration received by him from others.
- b) All reasonable expenses and costs with respect to any legal action brought jointly against an employee and the Company or against the employee will be paid by the Company when, in the opinion of the Company, such employee is acting within the scope and during the course of his employment and provided such actions do not constitute a gross disregard or neglect of his prescribed duties as an employee.

The Company will indemnify and save harmless any employee from any action, claim, cause or demand that may be made or arise out of the employee carrying out his prescribed duties within the scope and course of employment with the Company except where the action of such employee constitutes a gross disregard or neglect of his prescribed duties as an employee.

- c) 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.

A Spareboard Operator will be paid his actual earnings plus such additional amount, if any, as may be necessary to make up an amount equal to his daily vacation pay for each day so engaged.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

SECTION 19 DEFINITIONS

A "Day" as used in this Agreement shall mean a calendar day of twenty-four (24) hours commencing at midnight and ending at midnight twenty-four (24) hours thereafter.

A "Week" as used in this Agreement shall mean a calendar week of seven (7) days commencing at midnight on Saturday and ending at midnight Saturday, seven (7) calendar days thereafter.

A "Month" as used in this Agreement shall mean a calendar month.

There shall be three categories of employees:

1. Fulltime employee
2. Part time employee
3. Seasonal employee (See LOU #9).

The need for part-time employees, other than Operators, is recognized by the parties hereto, it is understood and agreed that part-time help will not be instituted in a manner that would prevent the utilization of fulltime shifts.

As many fulltime, straight shifts as possible, based on requirements, will be set up. Following straight-time shifts being filled, as many split shifts as possible, based on requirements containing eight (8) hours of work will be set up. Split shifts will be completed within a twelve (12) hour spread time and will have not more than two (2) periods of work. Any remaining pieces of work may be bid by part-time employees. Part time shifts will not exceed thirty-five (35) hours.

There are three Occupational Groups:

1. Operators
2. Maintenance
3. Terminal

SECTION 20 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 (except that it shall not be more than fifteen (15) days following the period in which the pay is earned unless more time is required due to conditions over which the Company has no control) so that it will be in a position to co-ordinate the work in its payroll department. Employees will be given an itemized recap of earnings and deductions in each pay period.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**SECTION 21
HOURS OF WORK AND OVERTIME
HOURLY EMPLOYEES**

a) Hours of Work

1. Standard work week: The standard work week shall consist of forty (40) hours work and up to five (5) consecutive working days. The standard work day shall consist of eight (8) hours. The standard hours of work are stated solely for the purpose of calculating overtime, and shall not be construed as a guarantee of any minimum number of hours to be worked.

Each fulltime employee shall be entitled to a period of at least forty-eight (48) consecutive hours of rest in each week. (For the purpose of this Section, any employee shall be deemed to have forty-eight (48) consecutive hours of rest in each week if his days of rest are taken on Saturdays and Sundays).

2. Modified Work Week

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

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

b) Overtime

An employee shall be paid for all overtime claimed and allowed at one and one-half (1½) times his regular rate of pay.

Where an employee works in excess of the limits provided for in this Section due to a change in shifts, overtime shall not apply.

Where any fulltime employee in this department works into overtime, he will remain in overtime until he has received eight (8) consecutive hours off duty. This does not apply to holiday relief or shift bid changes.

If any fulltime employee does not receive his weekly rest period as herein provided, he shall be paid at his overtime rate for all time worked during such rest period but in no instance shall the time allowed and paid for at the overtime rate for each day of rest (twenty-four (24) consecutive hours) be less than as follows:

ATU 1374– GCTULC 2011 – 2014 Collective Bargaining Agreement

1. If time worked is four (4) hours or less, he will be paid for four (4) hours at his overtime rate, provided that he is available and willing to work the full four (4) hours.
2. If time worked exceeds four (4) hours, he will be paid for eight (8) hours at his overtime rate, provided that he is available and willing to work the full eight (8) hours.

Call-in Pay: Call-in Pay occurs when an off-duty fulltime employee is called in to work for unscheduled hours that do not run into a regularly scheduled shift. Such additional time shall be paid at the overtime rate. An employee called in to work shall be guaranteed a minimum of four (4) hours at the overtime rate of pay, provided that he is available and willing to work the full four (4) hours.

Absorbing Overtime: Employees shall not be required to alter their normal start or finish time, take time off or change designated days off in order that the payment of overtime may be avoided.

c) Voluntary Overtime List Procedures – Hourly Employees

1. The Company will establish a "Voluntary Overtime List" for Maintenance and Terminal employees. In conjunction with the first Masterbid of the calendar year all employees will declare if they wish to be placed on the overtime list. Volunteers will be placed on the list in seniority order in the classification that they bid into on the effective date of the Masterbid.
2. The Company reserves the right to move employees between classifications in the event of emergencies or sudden absences provided the employee is already on duty. No overtime shall be paid unless the moved employees exceed their daily or weekly limits.

NOTE: reference Section 11(b,e).

3. When overtime in excess of three (3) hours becomes available, volunteers will be contacted in the order that they are on the list and offered the overtime hours until shifts are filled. The employee who accepts the overtime will be rotated to the bottom of the list. Overtime of three (3) hours or less may be allocated as an extension of a current shift without the use of the Overtime List.
4. Employees who turn down overtime will be rotated to the bottom of the list. Upon three consecutive refusals of overtime, an employee will be removed from the list for the remainder of the Masterbid. The employee may place his name on the bottom of the overtime list with each Masterbid. Recalled or new employees may place their name at the bottom of the list prior to their first day of work.
5. Employees who cannot be contacted will be deemed to have been notified, but will retain their position on the list.
6. An employee may be bypassed for overtime if it invokes Section 21(b) paragraph 3.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

d) Procedure for Covering Open Shifts/Work – Hourly Employees

The procedure for covering open shifts/work will be as follows:

1. Part Time employees in the same classification - Regular time.
2. Fulltime employees in the same classification - Overtime.
3. Part Time employees in the same classification - Overtime.

e) Rest Periods

Employees in the Maintenance department on the standard work day will be allowed a ten (10) minute rest period during the first four (4) hours of work and a second ten (10) minute rest period during the second four (4) hours of work. The standard and modified day excludes an interval not to exceed one (1) hour for meals on day shifts and one-half (1/2) hour for meals on afternoon and evening shifts in each working day. Employees in this department on the modified ten (10) hour work day will be allowed a fifteen (15) minute rest period during the first five (5) hours of work and a second fifteen (15) minute rest period during the second five (5) hours of work.

SECTION 22 SENIORITY ROSTERS

Seniority Rosters for each seniority district and system seniority rosters shall be posted on bulletin boards to which employees shall have access during working hours. It will be the Company's responsibility to update seniority list, at least twice a year, so long as the Company has an on going commitment from the Union to assist the Company in the compiling and the accuracy of the various seniority lists. Any protest with respect to seniority roster must be made within thirty (30) days from date of posting or roster will stand correct, indisputable errors excepted. All seniority rosters in effect at the date of this Agreement shall be regarded as correct, indisputable errors excepted. A separate seniority roster for part-time employees shall be maintained.

SECTION 23 CHECK-OFF

- a) The Company agrees to check-off and remit to the Financial Secretary of the Union monthly from the pay of each employee who is a member of the Union, and who has so authorized the Company in writing, all dues, initiation fees, fines and such regular assessments as may be assessed against such member where such amounts may be legally deducted. Requests for check-off of assessments will be signed by the Financial Secretary of the Union. Upon obtaining the technological capability, the Company will forward a monthly electronic file containing the Union Dues check off list, in a format to be agreed upon by the parties.
- b) The Company agrees to notify the properly accredited officer of the Local Union within four (4) days by Royal Mail, Internal GCTULC mail, facsimile and/or electronic mail, by copies of properly designated Company forms prepared covering the employment, classification, discharge, resignation, suspensions, lay

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

off and change of address or telephone number of each employee who is covered by the terms of this Agreement where said information is made available to the Company by the employee.

SECTION 24 UNION SECURITY AND UNION ISSUES

Subject to the terms of the Canada Labour Code and any exemptions contained therein all employees within the terms of this Agreement, including those already holding membership in the Union, shall become and remain members of the Union so long as such employees are in the employ of the Company. All new employees within the terms of this Agreement shall have thirty (30) days from the date of commencement of their employment with the Company in which to become members of the Union. When new employees are hired, the Company will notify the sub local union within three (3) days of the first day of work. Such notification shall include the name of the employee, the location in which hired and the employee's classification. The Company agrees to facilitate the process of getting pertinent information to the Union in a timely manner. The Company further agrees to provide newly hired employees with the Union information package provided by the Union.

The Company shall copy the head office of the Union with all bulletins, memos, postings, job postings, HRAFs and any other correspondence addressed to the Union Membership at large.

The Company shall not be required to discharge or discriminate against any employee to whom membership in the Union has been refused or terminated, unless the Company agrees that the grounds advanced by the Union for refusing or terminating the membership is just and reasonable, or, failing such agreement, unless the same is referred to a board of arbitration constituted in accordance with Section 5 of this Agreement and such board or a majority of such board, declares that the grounds upon which the Union refused or terminated the membership of such employee was sufficiently reasonable and just, to justify his discharge by the Company.

SECTION 25 UNION OBLIGATION

It is hereby agreed that so long as the Company lives up to and complies with the terms of this Agreement, the Union agrees that there shall be no strike, cessation of work, refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit the Company's service to the public; and the Union will, in all respects fulfill its obligations hereunder.

SECTION 26 SERVICE DEFINED (FOR PAY CLASSIFICATION)

A fulltime employee will be considered as having one (1) year of service, if during the period, his time off without pay excluding assigned days off does not exceed twenty-nine (29) days, and will be considered as having had six (6) months of service, if, during the period, his time off without pay, excluding assigned days off does not exceed fifteen (15) days. If the time off excluding assigned days off does exceed twenty-nine (29) days or fifteen (15) days as the case may be, the employee will not

ATU 1374 - GCTULC 2011 - 2014 Collective Bargaining Agreement

be considered as having one (1) year of service or six (6) months until he has served the additional time to compensate such excess.

In computing additional time served, in the case of all hourly employees, five (5) working days will constitute a full calendar week or seven (7) days or a spare Operator on call six (6) days a week shall constitute a calendar week or seven (7) days served. A regular Operator who operates his bid run shall have been considered serving a calendar week regardless of the days he has off.

For the purpose of advancement in each pay classification, part-time employees will be deemed to have six months of service after 1,000 hours worked and paid, one year of service after 2,000 hours worked and paid and will continue to advance to successive pay classification with each 1,000 and 2,000 hours worked and paid as the case may be.

SECTION 27 COST-OF-LIVING ALLOWANCE

For the term of this agreement, April 1, 2011 to March 31, 2014 the entire cost-of-living allowance will be inoperative.

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

The amount of cost-of-living allowance shall be determined and re-determined 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".

The first pay period in which the cost-of-living allowance, if any, will apply, shall be the second pay period in (intentionally left blank) and shall continue in effect until and including the second pay period in (intentionally left blank). At that time and thereafter, during the life of the Agreement, adjustments in the cost-of-living allowance shall be made quarter-annually on the basis of the changes in the Index as follows:
Effective date of adjustment - The second pay period in (intentionally left blank), and at quarterly intervals thereafter based upon:

As of (intentionally left blank), and as of quarterly intervals thereafter.

In the event that Statistics Canada shall not issue the appropriate Index on or before the first 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 pay period after receipt of such Index.

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.

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 (intentionally left blank), Consumer Price Index as a start of the table and continuing with a .25 increase equaling zero and thereafter a one and one-half (1 ½) cents or one-half (½) mill adjustment for each true .35 point change in the Index.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

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.

A decline in the Index below the (intentionally left blank), reading shall not result in a reduction of classification base rates.

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 (intentionally left blank).

ARTICLE 2 OPERATORS

SECTION 28 MANNING OF SERVICE

All motor coaches owned by the Company in regular service will be driven by Operators holding seniority with the Company when such Operators are available and qualified. The Company agrees, whenever possible, to use their own coaches and Operators. Maintenance employees may operate coaches or other equipment used in wrecking or maintenance service including coaches which have failed or have been involved in accidents and have not been released by the maintenance department for regular service, or coaches which are being operated to or from the point of road failure or an accident. In emergencies, other employees may be used as Operators, provided they are relieved as soon as qualified Operators are available.

In the event the Company uses leased buses other than its own in scheduled line haul service and is unable to secure these buses without also taking an Operator of the lessor, it is understood and agreed that where Company Spareboard Operators are available and qualified at the time of such lease, the Spareboard Operator first up on the Spareboard at the time of such lease shall be notified and shall be paid a conducting fee equal to his normal mileage rate for all miles operated by the leased bus in scheduled line haul service in his division and shall, at the option of the Company, ride with the leased bus to its destination in that division or be placed at the bottom of the Spareboard and the Operator shall not be entitled to any further manning of service payment until the assignment for which he is being paid is completed. This provision shall only apply to the first available and qualified Spareboard Operator on the Spareboard at the time of departure of each leased bus. This provision will not apply to the qualified operator who departs within one hour as an additional section on the same schedule as the leased coach. In the application of this provision, it is expressly understood and agreed that this is not meant to apply in cases where it becomes necessary to hire buses en route between home terminals or division points on an emergency basis in order to perform the service of the Company; however, when these emergency leased buses reach a home terminal or division point where Company Spareboard Operators are available and qualified and it is necessary for the hired buses to carry on in scheduled line haul service, the above conducting or payout provision would apply. For the purpose of this clause only, Coquitlam is recognized as being part of the Vancouver Spareboard area.

It is understood that in the application of the above, the Company may operate their coaches in regular pool service in foreign territory with other Operators and that when

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

foreign coaches are operated in the Company's territory, in regular pool service, such coaches will be operated by members of the Union.

SECTION 29 SENIORITY

Effective January 1, 1963, all Greyhound Operators will be hired on a system seniority basis subject to rules and regulations to be determined by the Company and the Union and approved by the Company.

Effective June 1, 1970, all Coachways Operators will be hired on a system seniority basis subject to rules and regulations to be determined by the Company and the Union and approved by the Company. See Letter of Understanding #5

The seniority of Operators shall be on a district basis except as provided for above. Each district as established by the Company shall constitute a separate Operators' seniority district. An Operator will hold seniority in the district in which he is regularly employed. The seniority of an Operator in any seniority district shall be determined by and commence from the actual day such Operator first earned remuneration or was placed on a Spareboard as an Operator in such seniority district or home terminal. The exercise of seniority of an Operator shall be confined to the seniority district in which the Operator is regularly employed (except as provided for in Section 31 of this Agreement). Where two or more Operators are hired or trained together in any division or home terminal, they shall draw lots to determine their respective seniority positions. When the Company hires and trains Operators in more than one division or home terminal and their seniority commences within a week of each other, their respective seniority on the system seniority list shall be determined by a draw held in the office of the designated person by the Company which shall be made by Union officers. The following procedures shall be followed for Operators' seniority draws when performed locally:

1. Operators' seniority draw must be held under the supervision of a Union Officer of no less than a Sublocal Chairperson's position. (Except in locations with less than 15 employees where a Sublocal Shop Steward looks after all local matters). The draw must also be held under the supervision of the local Operations Manager. It is preferred the Operators involved in the draw are present but it is not necessary.
2. Prior to the draw commencing, the Union Officer and the Operations Manager must contact their respective Head Offices to ensure that there are no other classes scheduled to finish within a week of the estimated finish date of the class they are drawing seniority for. That is, the Union Officer must contact the Calgary Office of the Union and the Operations Manager must contact the Director of Passenger Services for Western or Eastern Canada respectively.
3. The seniority date must be established with an as close as possible estimation of the class' finish date. This should be within a few days, not weeks, of the actual date the new Operators will be ready to be placed into active service. All the new Operators will then be put onto the Spareboard in their seniority order at 0001 on their above listed seniority date. If at that time any of the new Operators are not finished with their student trips or not quite ready to go into active service, they will at that time (after they have

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

been put onto the Board as active) be booked off until such time as they are ready for active service – at which time they again will be put back onto the Spareboard at 0001 on the day after they became ready. For all purposes all Operators in this draw will keep the above mentioned seniority date and seniority order regardless of when they actually perform their first active service assignment.

4. A copy of this signed seniority draw must be furnished to: All involved Operators, the Head Office of the Union, the local Operations Manager, the Director of Passenger Services, and the official seniority list keeper as appointed by the Company.
5. When a system draw is necessary, the draw will be held in Calgary by Company officials and the President of the Union or a Union Officer appointed by the President in his absence. The procedures will be the same as above mentioned.

SECTION 30 VACANCIES BETWEEN MASTERBIDS

- a) All new assignments or known permanent vacancies shall be bulletined on bulletin boards accessible to all Operators in the seniority district affected for a period of seven (7) days prior to effective date. All succeeding vacancies created as a result of the above shall be posted for four (4) days. Other permanent vacancies and/or new assignments shall be bulletined as soon as possible after the Company has knowledge of same, for a period of seven (7) days. Here again, any succeeding vacancies created as a result of this procedure will be posted for four (4) days. The senior Operator applying therefore shall be awarded the assignment within the period fixed by such advertisement. After successfully bidding an open assignment, seniority cannot be exercised within thirty (30) days on the assignment vacated, but may be exercised on any new assignment or known permanent vacancies except as provided in Section 32(c,e).
- b) Any known new regular run assignments (bus or trucks) of less than thirty (30) days which occur during the month of December of each year shall be posted and bid as a temporary vacancy to the Spareboard.
- c) Where, as a result of lay off of an Operator, a regular run position is vacated, that vacancy may only be filled by an Operator at the location where the lay off occurred.
- d) When no applications are received for new assignments or known permanent vacancies they shall be assigned to the junior Spareboard Operator in that location.

SECTION 31 SENIORITY RIGHTS (SYSTEM AND DIVISIONAL)

- a) Operators holding system seniority may elect to exercise their seniority when they are laid off due to shortage of work in their home division. System seniority relating to acquired line agreements will apply.

NOTE: SEE LETTER OF UNDERSTANDING #5.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- b) Operators who due to a lay off from their home location have bumped into another division or home location will be permitted to exercise his/her seniority back to his/her home location if there is an increase at that location or on a Masterbid.

After an Operator has been able to hold work at his home division fulltime for two (2) years, he must return on the next general bid or the division he is working in will be declared his home division.

- c) An Operator working in his home division will not be permitted to exercise his seniority in another division except as provided in item (a).
- d) An Operator holding system seniority, on being laid off and not being able to hold work in the division in which he was laid off, shall have fourteen (14) days to exercise his seniority in another division if work is available. If he does not exercise his seniority within fourteen (14) days when work is available, then he shall be on lay off in the division he was laid off from until recalled to work or until there is work available in another division at which time the above fourteen (14) days time limit would also apply in exercising seniority.
- e) Operators holding divisional seniority shall, in the event of a layoff, be permitted to transfer to the seniority district of their choice in their respective Company on the understanding that such Operator's seniority shall be at the bottom of the Operator's divisional seniority roster in the district to which he transfers. When work is available in the Operator's original seniority district, the same provisions as in Section 31(b) herein shall apply.
An Operator holding divisional seniority rights being laid off, and who wishes to exercise his transfer rights under Section 31(e) shall have fourteen (14) days to exercise his right to transfer into the division of his choice. If he does not exercise that right, then he shall be on lay off in his home division until recalled to work.
- f) Exchange of seniority rights between active employees of the Company from one seniority division to another, each assuming the seniority of the junior employee, will be permitted, subject to the approval of the Union. After such approval, it will be subject to the approval of the Company. Such exchange, however, shall not affect any Company benefits or wage rates available as the result of length of service. Such exchange must be within the same classification. The employees making application for exchange must submit, for approval of the Union, an agreement signed by the exchanging employees that each will continue work in seniority division to which they transfer for at least six (6) months. Should either party resign or retire from the employ of the Company before six (6) months have elapsed or should all parties by mutual agreement, advise the Company and the Union in writing during the six (6) month period that they wish to revoke the transfer, at the end of the six (6) months, the exchange shall become void and one or all employees, as the case may be, must return to their original seniority district at the next Masterbid following the six (6) month period each retaining their original seniority. Should no resignation or retirement occur or notice be given during the said six (6) months, the transfer will be deemed binding. Following the approval of a transfer between employees, such transfer will take place on the next Masterbid.

- g) All transfers will be at employee's own expense.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- h) The Company may, at its sole discretion, allow an Operator to transfer divisions upon written request, provided however that such transfer will only be allowed in extreme circumstances and must be approved by the Union. An Operator so transferring will retain his current service time; however, any Operator moving under this proviso shall forfeit 75 percent of his seniority, which will be calculated by counting the total days served from the date of commencement of service (anniversary date) to be effective date of commencing service in the new location and subtracting three quarters of the total number and attaching the new date behind his name on all future seniority lists.

SECTION 32 EXERCISE OF SENIORITY

Any Operator may exercise his seniority under any of the following conditions:

- a) When Masterbids for assignment are posted.
- b) When an assignment is put up for bid.
- c) When his assignment is no longer available due to curtailment of services, or his assignment has been cancelled by bulletin.
- d) When, in accordance with this Agreement, (seniority held in cases of promotion), an Operator reverts from a supervisory or other position. (See section 11(c)).
- e) When he is "bumped" or displaced by a senior Operator.
- f) When regular assignments are so changed that working conditions are materially changed, those runs affected shall be cancelled and new assignments advertised for bids in the division affected except in the case of temporary road closures. In the application of this section, the following will be considered "material changes".
 - 1. Change of origin or destination of assignments or home terminal.
 - 2. Change of more than one (1) hour in the schedule arrival or departure time (exclusive of daylight general time changes at the home terminal) or when several time changes affecting the same Operator of less than one (1) hour are made within a period of three (3) months which collectively total more than one (1) hour.
 - 3. Change of assignment resulting in difference of fifty dollars (\$50) or more per pay period in earnings.
 - 4. Change of specific day or days off or the number thereof.
 - 5. Change of a run from local to express or from express to local.
- g) When he returns to work after a sick leave or leave of absence of more than thirty (30) days during which time a Masterbid was posted.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- h) Operators affected by runs being temporarily cancelled due to conditions beyond Company control, (usually snow and provincial road bans) may exercise their seniority as follows:
1. Where duration of temporary cancellation or curtailment of service is known to be for fifteen (15) days, or more, Operators may exercise their full seniority in the seniority district where the Operator's seniority is established.
 2. Where duration of temporary cancellation or curtailment is unknown, Operators may, after two (2) consecutive days, exercise their seniority on the Spareboard in the seniority district where the Operator's seniority is established, for a period of thirteen (13) consecutive days.
 3. Where duration of temporary cancellation is unknown and has continued for a period of fifteen (15) consecutive days, Operators may exercise full seniority in the seniority district where the Operator's seniority is established. In all such cases, where Operator's original run reopens, he must return to it and he shall take over his original run so that he is working the same days or trips that he would normally be working if there had been no curtailment or cancellation.
- (l) An Operator shall have a period of not more than 96 hours to exercise his seniority, when he has:
1. Been "bumped" or displaced.
 2. Been "bumped" or displaced while on his annual vacation. (He shall have 96 hours after the final day of his vacation to exercise his seniority).
 3. Relinquished his assignment as in (g) of this section.
 4. Returned from a supervisory or other position or an official position in the Union as in "Leave of Absence" in this Agreement.
 5. Returned from his assignment which is no longer available as in (c) of this section.
 6. Been absent and wishes to exercise his seniority on an assignment that, during his absence, may have been bulletined and assigned to a junior Operator.

An Operator failing to exercise his seniority rights within the time limits under the above conditions, unless prevented by sickness or some other approved cause, shall place himself on the Spareboard.

- j) An Operator intending to "bump" or displace another shall give at least a minimum of forty-eight (48) hours notice in writing on the proper form, of his intention to do so.

In the application of the above language the bump must become effective (completed) within the 96 hour period. The 48 hour bump notice cannot be

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

issued within the 96 hour period and become effective (completed) outside the 96 hours.

The departure of the first trip on the new assignment must be inside the 96 hours, however if that coincides with days off it must be the first trip outside the 96-hours after such days off.

In instances where the Operator is scheduled to depart on his original trip (prior to the effective date of the bump) and will not return in time to operate the first trip on his new assignment, he must complete his original assignment and the first trip on the new assignment will be open to the Spareboard.

In addition, any Operator bumping another Operator (not the Spareboard) must provide 48 hours bump notice as above. Therefore an Operator has 48 hours to issue the bump and provide 48 hours notice while still meeting the 96 hour requirement.

Dispatch once notified of bump will make every reasonable effort to notify the operator being bumped.

- k) Spareboard Operators holding down a temporary vacancy of under thirty (30) days shall return to the Spareboard without receiving forty-eight (48) hours notice.
- l) A regular Operator being bumped under this section will remain on the assignment until the effective date indicated on the bump notice, except that if, upon being bumped, he elects to bump the Spareboard, he may do so immediately upon completion of his last trip.

SECTION 33 MASTERBIDS

Each year there shall be four (4) Masterbids for regular assignments and Spareboard positions in each seniority division. All available assignments and Spareboard positions will be posted for a period of seven (7) days in all home terminals within the division. The Company will consult with sub-local officers of the Union at least fifteen (15) days before setting up runs on the Masterbids and will continue the practice of supplying copies of the Masterbids to representatives of the Sub-Locals seventy-two (72) hours before posting. In all instances, the Company will be the final judge regarding the acceptability of the Masterbid. Following posting, all Operators in the division shall have the privilege and obligation of bidding, in seniority order, for such assignments or Spareboard positions.

The bidding date and time for each Operator shall be posted a minimum thirty (30) days prior to the effective date of the Masterbid. It is the Operator's responsibility to be aware of his bid time. An Operator who may be absent (vacation, leave of absence, STD, etc.) at the time the bidding schedule is posted must make the appropriate arrangements to obtain his bidding date and time. Each Operator shall be assigned a thirty (30) minute period during which he must provide the Company with his bid. Failure to provide a bid within the allotted time period will result in the Operator being placed on the Spareboard at his home terminal location.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Should the Operator prefer, written bids may be submitted to the Dispatch Office prior to the assigned bid time. Such bids must provide all information required for completion of the bid process. Should the assignment(s) designated in the bid be unavailable, the Operator will be placed on the Spareboard at his home terminal.

An Operator off on leave due to STD, LTD or WCB/WSIB will not bid, at his posted bid time, unless authorized by a physician to return to work by the start of the Masterbid. Such Operator must exercise his seniority under section 10(c) and 32(g) upon his return.

SECTION 34 SUCCESSFUL BIDDERS

The successful bidder for any assignment shall be notified and shall report for duty on his new assignment as soon as possible.

At the time run changes are made, regular Operators will remain on the runs which they are operating prior to the run change until they reach their home terminals. Regular Operators will not be permitted to take over their new runs except at the home terminals of such.

SECTION 35 TEMPORARY VACANCIES

a) Temporary Vacancy Under 30 days

Temporary vacancies will be operated by Spareboard Operators from the Spareboard which normally provides the relief for the assignment which is vacant, or if this is not practical, by the Operator from the Spareboard normally providing relief. Should a temporary vacancy exist for a period in excess of four (4) days, the Operator from the Spareboard normally providing the relief for the assignment will be permitted to bid and the senior Operator bidding will be assigned to fill the vacancy on the fifth (5th) day and until the regular Operator returns to duty but for not more than twenty-seven (27) days. During the twenty-seven (27) day period, the Spareboard Operator filling the vacancy must stay on, and may not be "bumped" from the assignment except by the return of the regular Operator or on being the successful bidder in section 30. This will mean the only time an Operator on a temporary vacancy of thirty (30) days or less can bid off will be when bids are put up for:

1. New assignments.
2. Known permanent vacancies (reference Section 30).
3. Known temporary vacancies in excess of thirty (30) days. (reference Section 35(c)).

Operators bidding off a temporary vacancy as outlined above, must take over the assignment immediately, and the assignment vacated must be worked off the Spareboard for four (4) days, and then assigned in accordance with sub-section (a) above.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

NOTE 1: A short term disability leave will always be treated as a vacancy of unknown duration of less than thirty (30) days, regardless of circumstances.

NOTE 2: All vacation relief assignments will be posted to the Spareboard normally providing relief for the assignment. The senior Spareboard Operator bidding will be assigned to fill the vacancy on the first (1st) day. Any additional time booked will be treated as a separate vacancy.

b) Unknown Temporary Vacancy Continuing Over 30 Days

Should an unknown vacancy continue for a period of over twenty-one (21) days, it will be put up for bid in the seniority district concerned and the senior Operator bidding will be awarded the assignment on the 32nd day if the regular Operator is still absent. Subsequently, all runs left vacant as a result of such award shall be posted and assigned on the fifth (5th) day they become vacant, to the senior Operator in the seniority district applying. On being bumped by the regular Operator (or a senior Operator bumping the regular Operator), the Operator filling the vacancy must return to his original assignment, and he shall take it over on the same day or trip he would normally work.

The above language only refers to what happens when the regular Operator returns to work or, if the regular Operator is bumped off the trip. This language does not nullify the language in Section 32(c,d,e,g,h,i,j). The holder of the vacancy may therefore be bumped under Section 32.

On temporary vacancies over thirty (30) days, the original operator who vacated the run will bump back into his original assignment regardless of the seniority of the operator currently on the temporary vacancy. The operator so bumped must return to the assignment he originally vacated. All subsequent operators must also return to their original assignments.

If the original assignment of the operator on the temporary vacancy being bumped is not available, he will exercise his seniority under Section 32.

If an operator is on a temporary vacancy over thirty (30) days and is bumped by an operator other than the one who originally vacated the assignment, the operator being bumped will exercise his seniority under Section 32.

If an Operator holding down a temporary vacancy of over thirty (30) days exercises his seniority on bids bulletined under Section 30, the temporary vacancy he was holding down will be placed for re-bid for four (4) days and assigned effective the fifth (5th) day to the senior Operator in the seniority district that applies.

c) Known Temporary Vacancy to be Over 30 Days

When it is known that a run is to be open for over thirty (30) days, it shall be bulletined as a known temporary vacancy, and the senior Operator in the seniority district applying for same will be assigned on the fifth (5th) day of the vacancy.

d) Assignment of Temporary Vacancies

Temporary vacancies will be assigned as follows:

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

1. Unknown vacancies or known vacancies of thirty (30) days or less - When a regular Operator vacates his run for any reason; excluding vacation, his run will be operated by the Spareboard normally providing relief, for the first four (4) calendar days that it is vacant and assigned to the senior Spareboard Operator applying from the Spareboard normally providing relief on the fifth (5th) calendar day or the first trip the regular Operator would have made had he not been absent.
2. Known vacancies of over thirty (30) days - This vacancy shall be operated by the Spareboard the first four (4) calendar days that it is vacant and assigned to the senior Operator in the seniority district applying on the fifth (5th) calendar day or the first (1st) trip the regular Operator would have made had he not been absent.
Upon being the successful bidder of a temporary vacancy that is followed by days off, the Spareboard Operator shall return to the Spareboard on completion of the last trip.

A Spareboard Operator being bumped from a temporary vacancy by a regular Operator shall return to the Spareboard upon completion of the last trip regardless of the effective date on the bump notice.

e) TEMPORARY VACANCY NOT BID

When no applications are received for temporary vacancies, such temporary vacancies shall be assigned to the junior Spareboard Operator in the location affected. If there are no Operators in the location to fill the assignment, it will be posted in the seniority division and assigned to the successful bidder. If no applications are received for the temporary vacancy in the division it shall be assigned to the junior Operator working in that division. If there are no other locations in the affected division, then the above procedure shall apply to the Spareboard location that normally provides relief.

If such temporary vacancies are not filled from the seniority division, or the nearest applicable location, due to lack of Operators, bids for such temporary vacancies will be put on a system basis and if no bids are received, the temporary vacancies will be filled by assigning the junior Operators holding system seniority that are laid off. If no operators are laid off it shall be assigned to the junior operator holding system seniority.

Operators filling such temporary vacancies from outside the home location shall be provided with lodging and meals as per section 37 and 44(b,c). For clarification, open Spareboard positions may be filled on a temporary basis as per section 44(e) augmenting, until such time as Operators can be hired into the affected location.

NOTE: In an effort to resolve problems created by this procedure in some areas, other methods may be adopted during the life of this Agreement by mutual consent of the parties hereto.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

SECTION 36 TRADING RUNS OR POSITIONS

Operators must not trade runs except when they receive permission from the Operations Manager or General Manager. If the trade is for a period of more than six (6) days, permission must be secured from the General Manager and from the Union representative in that division. Neither shall the Spareboard drivers trade positions on the Spareboard, except as above provided.

SECTION 37 ACCOMMODATION

A clean, comfortable room will be provided at all run terminus points. The Company will restrict accommodation to one Operator to a room and have adequate toilet and shower facilities available. Washbasins and toilet facilities shall be provided in each room at all Company owned dormitory facilities constructed in the future. As per Company policy and regulatory requirements, Company provided rooms are non-smoking.

SECTION 38 UNIFORMS

For all Operators the Company will defray the cost of the equivalent of one tunic and two pair of trousers every two (2) years. Operators will be allowed such monies to substitute, at their discretion, for any parts of a uniform stipulated in the Company uniform policy that shall include parkas or jackets. For those employees operating trucks, they will be allowed to substitute the regulation operators' uniform for the GCX uniform from their regular allotment. The truck operators must wear either the operator's uniform or the GCX uniform. Uniform entitlements are not cumulative and must be taken during two (2) year period following their seniority date.

An Operator's basic uniform will consist of tunic, two pair of trousers and cap. Operators shall have the option of ordering uniforms from the Company specified supplier or an alternate tailor of the Operator's choice provided such alternate tailor meets with the required specifications of cloth and tailoring and are of a price approved by the Company.

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.

Operators have a choice between the regulation uniform long or short-sleeve shirts. When wearing long-sleeve shirts, cuffs and collars will be buttoned and regulation uniform ties will be properly worn. When wearing short-sleeve shirts with regulation uniform coats/jackets, shirt collars will be buttoned and regulation uniform ties will be required. When short-sleeve shirts are worn without jackets/coats, the first button of shirt collar may be opened and ties will not be required.

Ties must be worn at all time while performing charter work when requested by the charter customer. Ties must also be worn while performing tour or special events when required by the Company.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

SECTION 39 CLASSIFICATION OF OPERATORS ACCORDING TO ASSIGNMENTS

Operators shall be divided into four (4) classifications as follows:

- a) Regular Operator - one holding a regular assignment.
- b) Spareboard Operator - one holding a position on any Spareboard.
- c) Laid Off Operator - one who has been laid off through reduction in force but who holds seniority in his district and is available for any extra work that cannot be handled by the Spareboard. Laid off Operators will be called for extra work in seniority order, but may not be used when Spareboard Operators are available and qualified.
- d) Post-retired Operator – Non-restricted periods.

The parties agree to the use of post-retired Operators for the term of this collective agreement only. Any continuation of this process must be re-negotiated. These Operators will only be used for extra work that cannot be handled by the Spareboard or Extra Board. There can be no laid off Operators at the location. The intent is to use the post-retired Operators so as to provide time off to current Spareboard Operators. The terms and conditions for use of these Operators will be negotiated in a Letter of Understanding.

SECTION 40 SPAREBOARD

- a) The Company shall establish and maintain Spareboards at such points as it may designate and may change or eliminate same as the necessity of the service requires.
- b) All extra work shall be performed by Spareboard Operators. Laid Off Operators may only be used for extra work when there are no Spareboard Operators available and qualified at the location. Regular Operators may only be used for extra work when there are no Spareboard or Laid Off Operators available and qualified at the location except that a regular Operator whose run has been temporarily cancelled and who is waiting for the 2-day period to expire before exercising his seniority on the Spareboard as provided in Section 32 (Exercise of Seniority) of this Agreement, may be used ahead of Laid Off Operators for extra work which cannot be handled by the Spareboard provided he notified his dispatcher or supervisor that he is available and wishes to do extra work during the 2-day waiting period. See Section 59 (Available and Qualified Defined).

In order to facilitate local situations: divisions and/or home locations may, by mutual agreement of the parties, apply local rules allowing for the use of "Regular Operators working extra." Such local rules must be approved by the regional General Manager and the Provincial Union Executive Board Member.

- c) At points where Spareboards are maintained, (home terminal or lay-over points) Spareboard Operators will be worked on a first-in, first-out basis. In accordance with Spareboard Rules, local agreements, Truck Boards and Charter Boards etc.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

A Spareboard Operator, who has worked out of his home division, shall, after a proper rest and, if qualified, be first-out to drive any charters, one-way trips, extra or overload trips returning to or toward his home terminal. On arrival at his home board lay-over point, he will establish his position on that board on the basis of who is longest away from home terminal, for the purpose of returning to his home terminal only. If it is necessary for him to obtain rest to comply with the Canada Motor Vehicle Operator's Hours-of-Service Regulation, he will retain his position on the board until qualified. This shall also apply to regular and extra-board Operators performing Spareboard work. Spareboard Operators arriving at terminals sixty (60) minutes late or less will be considered as arriving on scheduled arriving time; over sixty (60) minutes late as actual arriving time.

(Spareboard Rules and the exception under Section 49 are recognized in the application of this Section.)

- d) A Spareboard Operator who does not qualify to fill an assignment for reasons other than being out of hours as outlined in Section S9, shall be placed at the bottom of the Spareboard list and must qualify for such assignment as soon as possible.

SECTION 41 REGULATIONS - EXTRA WORK BY REGULAR OPERATORS

- a) A regular Operator who wishes to do extra work shall notify his dispatcher or supervisor that he will be available for extra work and shall have his name placed on the "Regular Operators - Extra Board" in order of his seniority. An Operator who wishes to have his name placed on this Extra Board after it has gone into effect shall have his name placed at the bottom thereof.

Regular Operators' Extra Board list shall be established and bid upon at each Masterbid.

- b) Operators whose names appear on the "Regular Operators - Extra Board" will be called for extra work on a rotation basis according to availability, provided there are no Spareboard or laid off Operators available and qualified. A regular Operator who takes an overload or extra trip shall revert to the bottom of the list.

In order to facilitate local situations: divisions and/or home locations may, by mutual agreement of the parties, apply local rules allowing for "Regular Operators working extra" to rotate on the Spareboard, such local rule must be approved by the regional General Manager and the Provincial Union Executive Board Member.

- c) A regular Operator whose name appears on the "Extra-Board" shall hold himself available for extra work, but in cases where he knows he is not going to be available, he shall so notify his dispatcher or supervisor. A regular Operator who is not available due to being out on his regular assignment, shall not lose his place on the list and the next available Operator will be used.
- d) A regular Operator whose run is temporarily cancelled and who is waiting for the 2-day period to expire before exercising his seniority on the Spareboard, as provided in Section 32 (Exercise of Seniority) of this Agreement, may be used ahead of other regular or extra-board Operators for extra work which cannot be

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

handled by the Spareboard, providing he notifies his dispatcher or supervisor that he is available and wishes to do extra work during the 2-day waiting period.

- e) An Extra Board Operator will be paid held-away-from-home pay and meals on the same basis as a Spareboard Operator.

SECTION 42 RUNAROUNDS

A runaround occurs when a Spareboard Operator who is available and qualified, is used for service for which another Spareboard Operator should have been used. A Spareboard Operator suffering a runaround through no fault of his own, shall be paid the equivalent of one hundred and twenty-five (125) miles at his regular rate of pay, which shall be compensation in full for such a runaround. The Spareboard Operator who is runaround shall retain his position on the Spareboard. In the application of this clause, only the first Operator runaround shall receive the sum as herein specified.

SECTION 43 PROTECTING TIME

- a) If an Operator called to protect commences work in less than thirty (30) minutes of report time, there shall be no protecting time paid. Operators assigned to overloads, cushions or deadheads will be paid for all time between report time and actual departure time, minus applicable service time. Operators assigned to regular trips will be paid for all time between report time and scheduled departure time, minus service time. Operators assigned to charters will be paid for all time protecting prior to commencement of duties related to the charter assignment. The hourly protecting rate will be as below and payments due under these protecting provisions are to be broken down into fifteen (15) minute periods.

April 1, 2011
\$12.00

- b) A Spareboard Operator receiving three (3) "call ups" in any one (1) day (midnight to midnight) shall be placed at the bottom of the Spareboard. In an effort to resolve problems created by this procedure in some areas, other methods may be adopted during the life of this Agreement by mutual consent of the parties hereto.
- c) Time spent protecting shall be recorded as time worked but will not be taken into consideration in calculating overtime pay.
- d) During any two (2) hour protecting period, Spareboard Operators may be required to drive buses, buses and trailers, trucks, or vans to or from garages or terminals. Time spent in such activities will be compensated under the protecting rate under Section 43(a).
- e) Protecting time will not apply or be paid at an away-from-home terminal point unless an Operator is specifically told to protect a schedule by a supervisor, it being understood that first-up Operators at away-from-home points are to be available for work in any event.

SECTION 44
HELD AWAY-FROM-HOME TERMINAL

- a) A Spareboard Operator shall be paid for time spent at an away-from-home location at the rate of six dollars and forty-one cents (\$6.41) per hour:

This pay shall commence twelve (12) hours after his arrival at an away-from-home location and be continuous until he commences driving or cushioning at which time it shall cease to be paid. Once having qualified for held-away pay, should a supervisor subsequently instruct the Operator to remain at a location other than his home terminal, such pay shall immediately recommence.

The above hours shall be recorded as time worked but will not be taken into consideration in calculating overtime.

- b) A Spareboard Operator shall immediately be entitled to a meal six (6) hours after his arrival at any away-from-home terminal and one (1) meal each six (6) hours thereafter, up to the time of pulling a trip or cushioning home. The meal allowance shall not exceed seven dollars (\$7.00) with a limit of three (3) meals in each 24-hour period.
- c) An Operator augmenting a Spareboard at an away-from-home location shall be entitled to a meal six (6) hours after his arrival at that away-from-home location and one (1) meal each six (6) hours thereafter with a maximum of three (3) meals in each 24-hour period up to the time of his arrival at his regular home location ending the augmenting period.
- d) The above provisions for held-away will not apply to Spareboard Operators during the operation of regular assignments or charter assignments.
- e) Augmenting Procedures
1. Augments will be posted and assigned as Temporary Vacancies in the location providing the manpower. If not bid the augment will be assigned to the Junior Spareboard Operator.
 2. Posted augment assignments must show the expected duration to be covered, with such duration not to exceed fourteen (14) days.
 - (i) Augments cannot be assigned at an away from home location* without the above bidding procedures. If a Spareboard location is or will become depleted, available out-of-town Spareboard Operators may be held to perform local work until out-of-town augment Operators can be arranged for from the other location(s) by way of an Emergency Temporary Vacancy - Augmenting Assignment.

*An out-of-town Operator may be assigned at the away from home location if he is the successful bidder to such augmenting at his home terminal; in such case, the Operator may be put onto the in-town Board immediately.

ATU 1374– GCTULC 2011 – 2014 Collective Bargaining Agreement

3. Operators assigned the augment will cushion to the augment location with pay.
4. Once arriving at the augment location the assigned Operator will sign in at the bottom of the "in-town" Spareboard, as an in-town Operator, in normal fashion.
5. Subject to point 6 below and section 44, Held Away pay shall commence twelve (12) hours after the Operator's arrival at the augment location and be continuous until he commences driving or cushioning at which time it shall cease to be paid. Once having qualified for held-away pay, the Operator will continue to be eligible for such pay during periods when he is not driving or cushioning.
6. The Held Away clause will be inoperative during assignments to charters, regular runs and, temporary vacancies.
7. Calculation for the purpose of meals will be as per section 44(b).
8. Augmenting Operators are entitled to exercise their seniority on bid charters and temporary vacancies at the augment location.
 - (i) It being understood that the successful bidder has to finish the assignment regardless if it is of longer duration than the posted augmenting period.
 - (ii) Augmenting Operator must be on the "charter board" or "truck board" at his home location to be eligible to bid on charters or trucks at the augment location.
 - (iii) If there is no eligible charter board Operators available, charters will be assigned as per Article 2.

SECTION 45 MILEAGE LOGS AND DETOURS

- a) When the Union or Company has reason to believe that the mileage on a route has been changed, a mileage log will be made of the said route upon receipt of a written request. A representative of the Union must accompany the representative of the Company in making such log. 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 pay period following the check or as mutually agreed between the parties hereto.

GPS units may be used in the logging process.

- b) When the mileage of a regular assignment is increased due to detours resulting from road, weather or other unusual conditions, the Operator thereof shall be paid for all such increased mileage at his applicable mileage rate, if:
 1. The mileage is increased by more than one (1) mile for a period in excess of five (5) days, or

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

2. The mileage is increased by more than five (5) miles in any one (1) day.

**SECTION 46
MISCELLANEOUS**

- a) Operators shall not be required to change tires or do any mechanical work at garages or terminals where Company unionized 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 a tire is changed or emergency mechanical repairs are made by an Operator, and in so doing he soils his uniform, he will be reimbursed the actual cost for cleaning when properly reported to the Company by means of a road failure report where applicable and the presentation of a dry cleaning receipt. This will include cleaning of tunic, trousers, shirts and outerwear.

The Company will pay the cost of any part of an Operator's uniform damaged beyond repair or permanently stained while carrying out his prescribed duties with the Company.

- b) Whenever possible, buses will be cleaned in garages before going into service, and Operators are requested to cooperate in keeping their coaches in a reasonably clean condition while they are in service.
- c) Operators will not be expected to load or unload single pieces of express weighing over one hundred (100) pounds. The Company will cooperate with the Union in working out problems that arise in connection with the handling of package express. The Company will continue its policy in providing a suitable cart for the handling of package express.
- d) Operators will be paid overtime-hourly rates for looking after coaches when no storage is available. It is understood and agreed that where more than one (1) coach requires looking after at the same location, the work and pay for attending coaches will be shared between the Operators involved. It is understood this applies where coaches are parked without passengers.
- e) An Operator instructed to assist in repairing a coach will be paid at the A-3 Mechanic starting rate of pay.

**SECTION 47
CLASSIFICATION OF OPERATORS FOR RATES OF PAY**

For the purpose of computing rates of pay for regular and Spareboard Operators shall be divided into eight (8) classifications as follows:

Class "A"	Class "A-4"
Class "A-1"	Class "A-5"
Class "A-2"	Class "A-6"
Class "A-3"	Class "A-7"

A new Operator will be placed in Class "A" for a period of one (1) year of cumulative service before moving up to Class "A-1".

ATU 1374 - GCTULC 2011 - 2014 Collective Bargaining Agreement

An Operator will be placed in Class "A-1" for a period of six (6) months of cumulative service before moving up to Class "A-2".

Operators will remain in each Class through "A-7" for six (6) months of cumulative service before moving to the next higher Class.

**SECTION 48
OPERATORS' WAGE RATES**

a) Operators' wage rates per mile shall be as follows:

	April 1, 2011	April 11, 2012	April 1, 2013
A	.6368	.6511	.6674
A-1	.6654	.6804	.6974
A-2	.6944	.7100	.7278
A-3	.7358	.7524	.7712
A-4	.7374	.7540	.7729
A-5	.7518	.7687	.7879
A-6	.7662	.7834	.8030
A-7	.7933	.8111	.8314

In addition to the wage rates set out in this Section, there shall be paid to the employees in this department a cost-of-living allowance as outlined in Section 27 of Article 1 of this agreement. (Cost-of-Living Allowance.)

b)

1. Operators deadheading coaches will receive their applicable rate of pay.
2. Operators on charter trips will receive their applicable charter rate.
3. Operators' mileage rates for driving Company or rental package express trucks will be eighty percent (80%) of their normal applicable mileage rates.
4. Operators will be compensated for the loading and unloading of GCX under any of the following conditions:
 - When loading or unloading GCX trucks.
 - When loading or unloading pup trailers.
 - When loading and unloading the bulkhead of combo buses.
 - When loading or unloading buses assigned exclusively for GCX purposes. This is the only instance where the handling of GCX in the bus tanks will be subject to this payment.

Payment will be at the rate of twelve (\$12.00) dollars per hour and payable in 5-minute increments. Time payable will be calculated as the total of all

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

time accumulated during the assignment in performance of the above duties, less 15-minutes. Rounding up will not apply. Service time will not be deducted in this calculation.

Operators exceeding the scheduled running time will be paid overtime under Section 53(e) regardless if he is paid for GCX time under this provision.

In areas where mutual agreement can be reached between the union and the company, a specific time and payment allowance may be allocated to specific assignments and so noted on the master bid sheet. Such agreements will be reviewed prior to each successive master bid. Where such agreement is not obtained, the initial calculation will apply.

Operators will be compensated five dollars (\$5.00) per trip when pulling bus pup trailers.

5. Tractor/Trailer Truck List - A truck list will be established on each Spareboard for the purpose of assigning tractor/trailer truck trips to Spareboard Operators. Each Operator must declare when he bids or is assigned to the Spareboard whether or not he wishes to be on the truck list. Assignments from the truck list will be made according to the Operator's position on the Spareboard on a first-in, first-out basis. Truck lists will be updated with each Masterbid sheet.
 6. Operators who are instructed or required by the Company to take retraining, or attend educational courses, other than voluntary safety meetings, shall be paid for all such time at their applicable charter hourly rate with a minimum of three (3) hours. This provision does not apply to Operators who are required to take retraining or educational courses as a result of ride checks, accidents or other disciplinary measures. Payment for attending Workplace Health and Safety Meetings will be in accordance with Part II of the Canada Labour Code.
 7. Operators on revenue runs operating through international borders shall be paid one-half hours pay at their applicable charter hourly rate for each such border crossing as compensation for time consumed unloading and loading baggage or express for customs clearance. It being understood that charters paid on an hourly basis will not receive this payment.
 8. Driver instructors will be paid a flat daily rate of 350 miles at the applicable mileage rate.
- c) Minimum pay for an overload or extra trip shall be four (4) times the applicable hourly charter rate.

This minimum trip provision shall apply to each separate trip except when two (2) trips are separated by one (1) hour or less including service time.

All driving and cushion miles on the same schedule will accrue to total minimum trip.

- d) Except as otherwise provided in this Agreement, the foregoing rates of pay shall be compensation in full for all time on duty and all work performed which shall

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

cover all work required of an operator before, after and during his assignment or trip consisting of but not limited to:

Loading and unloading, driving coaches between depots and storage points, checking and taking over coaches at divisional or other points, collecting tickets, handling baggage and express, signing waybills or other necessary forms, making out and turning in reports, cleaning out coaches, giving commentary during trips when required as shown on charter orders or bid sheets and any other work in connection with the trip which comes within the operator's vocation.

- e) Operators will be compensated at the applicable rate for miles driven at all points where the garage is separate and apart from the terminal where such garage is one (1) mile or more from the terminal.

f)

1. Spareboard operators assigned by the Company to an entire regular trip as shown on bid sheets will be paid a minimum daily guarantee of not less than 160 miles per day for each day so assigned at the applicable mileage rate it being understood that all miles driven or cushioned on each day will apply towards the minimum 160-mile guarantee.

This minimum 160-mile guarantee shall be included as earnings applicable to the Spareboard biweekly guarantee.

2. Regular operators on regular assignments whose total pay is less than the equivalent of 2,100 miles per pay period at their applicable rates will be guaranteed the equivalent of 2,100 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:

$$\frac{\text{Miles driven} \times 2,100 \times \text{applicable rate of pay}}{\text{Miles scheduled per pay period}}$$

3. Regular operators eligible for the above guarantee may be required to do additional work within their vocation to make up the mileage paid for but not driven where such work does not conflict with the terms of this Agreement.
4. If extra 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. In such cases, the Operator shall not lose his position on the extra-work list.
5. If the extra work is performed either before or after an assignment, the miles driven shall be paid for at the applicable rate and the miles driven shall proportionately reduce the amount of guarantee payable but the hourly overtime rate shall be paid in addition to the guarantee payable for the period. In this case, the Operator shall lose his position on the extra-work list.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

6. If extra work is performed on an Operator's assigned day off, the miles driven shall be paid for at the applicable rate and such miles shall not reduce the amount of guarantee payable for the period. In this instance, the Operator shall lose his position on the extra-work list.
- g) Operators who suffer an on-the-job injury, covered by Workers' Compensation, shall receive payment for the first day of injury as follows:

Regular Operators -

Regular one-way mileage on their bid assignment.

Spareboard Operators -

Regular one-way mileage of run they were operating at time of injury or in case of a charter, the day's work as required on the charter order for the day of injury.

- i) The allowance for Northern resident employees (North of Fort St. John, B. C., and North of High Level, Alberta) shall be as follows.

Single - \$275.00 per month
Married - \$325.00 per month

Seasonal resident employees living in the above Northern areas shall, at the employee's option, be provided with Company quarters at no cost to the employee or shall be paid the above mentioned Northern allowance.

SECTION 49 CHARTER TRIPS

- a) Company buses on special or charter trips will be manned by Spareboard Operators in accordance with the following procedures described as "Charter List". However, the Company shall have the right to assign any Operator on the Spareboard to any such trip, if in the Company's judgment; such Operator is better qualified than the Spareboard Operator to whom the trip would ordinarily have been assigned. In cases where charter parties have reason deemed valid by both parties to exclude an Operator from a charter, he shall be excluded. In such case, a "runaround" shall not have been created.
1. Charter List - A charter list will be established on each Spareboard for the purpose of assigning charters to Spareboard Operators. Each Operator must declare when he bids or is assigned to the Spareboard whether or not he wishes to be on the charter list. Assignments from the charter list will be made according to the Operator's position on the Spareboard on a first-in, first-out basis except when bid in accordance with (c) below.
 2. In the event no Spareboard Operator signs the charter list or the charter list becomes depleted, charters will be assigned from the regular Spareboard on a first-in, first-out basis until such time as Operators become available and qualified on the charter list. Charter lists will be updated with each master bid sheet.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

3. Charters originating at other than home terminal Spareboard locations will be assigned to eligible charter list Operators except that should a charter develop at such location where no charter list Operators are available, said charter may be assigned to a Spareboard Operator at that location who is not on the charter list.
 4. For assignment purposes only, cushion and deadhead trips associated with charter movements will be assigned to charter board operators, if available.
 5. It is to be understood that charters being relieved at or operated from Spareboard lay-over points will be operated by the first-up eligible Spareboard Operator at that location regardless if he is on the charter list or not.
- b) On charters of less than 96 hours duration, requests for a specific charter list Operator may be granted upon written request of the chartering party. Such specific request must be made at the time the charter is arranged.
- c) All return charters over twenty-four (24) hours and all one-way charters over ninety-six (96) hours are to be bid as a temporary vacancy by Spareboard Operators off the charter list.
- d) Time allowance
1. Unless stipulated elsewhere, paid time includes time spent preparing the bus to a maximum of one (1) hour, driving to and/or from group pick up and/or drop off location, meal and sightseeing stops, all time between assignments within an assignment block and, all time waiting for the group. On the last day of a multi-day charter, off duty periods in excess of 4-hours will be excluded from paid time if sleeping accommodations are provided as per Section 37.
 2. On charter trips returning to the starting point within twenty-four (24) hours, the allowable hours will consist of: actual on duty hours on the going and return trips; plus lay-over time to a maximum of eight hours. However, where sleeping accommodation is provided, off duty periods in excess of four (4) hours will not be included in paid time but a minimum of eleven (11) hours will be paid for the assignment.
 3. On charter trips that do not return to the starting point within twenty-four (24) hours, actual time on duty shall be allowed on the first day; each succeeding day, except the last day, shall be paid a flat rate of eleven (11) hours at the applicable charter hourly rate.
 4. The last day, actual on duty time will be allowed with a minimum of four (4) hours. Off duty periods in excess of 4-hours will be excluded from paid time if sleeping accommodations are provided as per Section 37.
 5. For the purpose of determining driving time in assigning charter trips, it is agreed that this computation shall be on the basis of 55-miles per hour.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

e) Meals and Lodging

On charters not returning to the starting point within twenty-four (24) hours, operators shall be reimbursed for actual cost of lodging; in addition, they shall receive expenses for meals of eight dollars (\$8.00) per meal. Meals will be allowed at 6-hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.

On charters of over twenty-four (24) hours, the Company will arrange for the reservation of rooms for drivers, but cannot be responsible for any errors or exceptions made by hotels, motels, etc.

f) Additional Services

Operators will render the services as defined on the charter trip order. Should the charter party request additional services, the nearest supervisor should be contacted who will quote the additional cost for this service. Extra pay claims will not be submitted by the Operator unless such additional services are approved by the charter party in writing using "the appropriate company Form".

NOTE: It shall be noted on the charter order which individual(s) in the charter group is/are authorized to request additional services.

g) Hourly Charter Rates

	April 1, 2011	April 11, 2012	April 1, 2013
A	\$15.50	\$15.85	\$16.25
A-1	\$16.13	\$16.49	\$16.90
A-2	\$16.74	\$17.12	\$17.55
A-3	\$17.35	\$17.74	\$18.18
A-4	\$17.96	\$18.36	\$18.82
A-5	\$18.52	\$18.94	\$19.41
A-6	\$19.07	\$19.50	\$19.99
A-7	\$19.70	\$20.14	\$20.64

NB: There is no daily overtime allotment on charter work. Section 56(a, c, e, h) shall apply except for references to daily overtime in Section 56.

- h) On all charters, the Operator will be allowed to complete the charter if his hours of service permit. If his hours do not permit completion, he will work the charter to the division point or home terminal to which his hours permit. At that point he will turn the charter over to the eligible Spareboard Operator who will continue to operate the charter following the same procedure. Exception; it has been agreed that an Operator cannot drive through Calgary, Edmonton, Regina, Winnipeg, Thunder Bay or Sudbury unless the Operator can complete the charter. I.E. a Winnipeg Operator on a charter from Winnipeg to Banff, who cannot complete the charter all the way to Banff must now be relieved in Regina. Similarly a Regina Operator on a charter from Regina to Ottawa must now be relieved in Winnipeg. Operators completing a one-way tour or charter out of their division will drive out

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

of that division as per the "Spareboard Operating Procedures" on an overload, charter or one-way trip which is confirmed to leave within twenty four (24) hours and is on a direct routing back toward that Operator's home division.

- i) Charters operated in any twenty-four (24) hour period may be combined into multi-assignment blocks and Operators will be paid for the actual hours worked or a minimum of four (4) hours whichever is greater. For clarification it is understood that Section 48(c) paragraph two (2) does not apply to charter work.
- j) Minimum pay for charters on a single or multiple assignment blocks will be: Four (4) hours.
- k) Deadheads for charters at applicable charter hourly rates. It is the Company's obligation to handle package express as quickly as possible in any manner necessary to expedite such handling. Therefore, the Company has the right to require a deadheading driver to carry package express to any points on route.
- l) Time spent on ferries will be paid at the applicable charter hourly rates. Where a stateroom is supplied, a maximum of eight (8) hours will be paid, except on charters paid under the flat rate provision, where all time will accrue to the daily rate. In all instances where a stateroom is not supplied, all hours will be paid.

SECTION 50 RIDING THE CUSHIONS

An Operator who rides the cushions at the request of the Company shall be paid fifty percent (50%) of his regular mileage rate for each mile riding the cushions with the following exception:

Garage miles are not applicable on cushion trips; however, an operator instructed to cushion between the terminal and garage will be paid for such cushion miles.

Time spent in riding the cushions shall be recorded as time worked but will not be taken into consideration in calculating overtime pay except as provided for in Section 58.

When a run bid is made necessary by increasing or reducing service, a regular Operator who terminates his run at his away-from-home division point will be allowed half rate of pay for returning to his home point.

SECTION 51 INSTRUCTING STUDENT OPERATORS

Operators instructing student Operators on their regular bulletined runs at the request of the Company, shall receive one cent (1 cent) per mile in addition to their regular driving rate.

SECTION 52 LOSS OF TIME DUE TO EXTRA WORK

If a regular Operator is required by the Company to do work which causes him to lose his regular assignment or any part thereof, on the day that he is so used, he will be

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

reimbursed for his net loss in earnings, if any. If the work actually done is of longer duration than the regular assignment, or part thereof, lost by the Operator, he shall be paid for all such excess at his overtime rate. Payment under this section shall not apply to terminal and road delays defined in Section 53.

SECTION 53 TERMINAL DELAYS AND ROAD DELAYS

- a) If the Operator of a regular schedule is notified by proper Company authority at least one and one-half (1½) hours before his assignment is due to depart from his home terminal that his schedule will be leaving late, he shall receive no compensation prior to the time at which he is required to report for his assignment. If the Operator could not be reached, he shall be deemed to have been notified.
- b) If the Operator is not notified as in Section 53(a) and reports for his regular assignment at his home terminal, he shall be compensated at his hourly charter rate for all time held to the nearest five (5) minutes or if he is released, he shall receive a "show-up" fee which will be the equivalent of two (2) hours' pay at the hourly charter rate.
- c) If, after reporting for a regular assignment, an Operator is released and told to report back to start his assignment at a later hour, the Operator shall be paid for all time held to the nearest five (5) minutes, until released, at his hourly charter rate. If the period between the time the Operator is released and the time that he is required to report back is less than two (2) hours, it shall be construed that he has been held continuously from the time he first reported.
- d) At lay-over points where proper notification is not given, a regular Operator shall report for duty at his regular departure time and remain at the terminal for two (2) hours after his regular departure time for which he shall be paid at his hourly charter rate. The Operator shall then leave word where he may be reached and he shall receive no further compensation for waiting.
- e) Regular Operators or Spareboard Operators overloading regular schedules who are delayed en route for any reason beyond their control causing them to exceed the amount of scheduled running time allowed for the trip they are operating by more than fifteen (15) minutes, shall be entitled to overtime for all time in excess of fifteen (15) minutes to the nearest five (5) minutes at their overtime hourly rate.
- f)
 1. A regular Operator who, as a result of coach failure or schedule delay, is unable to complete his original assignment will, provided his hours permit, take over the going or return portion of his regular assignment as soon as possible and complete that assignment to his home terminal. The regular Operator will be paid in full for the first assignment and the actual miles driven on the second assignment. If his hours of service do not permit him to take over his regular assignment, he will be paid his first assignment and actual cushion miles home.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

2. If a regular Operator is instructed to remain with coach due to road failure, and as a result loses his next regular assignment or any part thereof, Section 52 will apply.

**SECTION 54
CANCELLATION OR CURTAILMENT
OF REGULAR ASSIGNMENTS**

- a) If the Operator of a regular assignment is notified that his assignment has been cancelled at least one and one-half (1 1/2) hours prior to the departure time of his assignment from his home terminal [one (1) hour at away-from-home terminal], there shall be no compensation paid to the Operator on account of such cancellation. If the Operator could not be reached, he shall be deemed to have been notified.
- b) If the Operator of a regular assignment is not notified as in Section 53(a) and he reports for duty for his regular assignment and the assignment is cancelled, he shall receive a "show-up" fee which will be the equivalent of two (2) hours' pay at his hourly charter rate and no further compensation will be paid to him on account of such cancellation.
- c) If the Operator of a regular assignment is notified prior to his schedule leaving the terminal that his regular assignment is curtailed due to road or weather conditions, he shall be paid only for the actual miles driven.
- d) If the Operator of a regular assignment reports for duty and is held by proper authority for more than two (2) hours after his departure time, he shall receive a sum equivalent to two (2) hours' pay at his hourly charter rate for the first two (2) hours and his hourly charter rate for each additional hour so held, until released, but no further compensation shall be paid to him on account of the cancellation until his regular assignment is resumed.
- e)
 1. If a regular assignment is cancelled or curtailed en route after the Operator thereof leaves the terminal, as a result of inclement weather, road conditions or other matters beyond his control, he shall be paid not less than the regular pay for his assignment for that day and should he be required to remain on duty for any time in excess of his regular assignment, he shall be paid for all such excess at his overtime rate, until released from duty. Nothing shall prevent the Company from requiring such Operator to do other work within the Operator's vocation and if such other work is done, pay therefore shall not apply until it is in excess of the amount paid in lieu of such cancellation or curtailment of service.

Exception:

If the Operator of a regular assignment becomes ill en route and cannot complete the assignment, he will be paid for actual miles driven and cushion miles home.

2. A regular Operator, whose assignment is cancelled at an away-from-home point as a result of weather or road conditions, will be paid cushion miles to

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

return to his home terminal on the first available schedule. If the Operator is instructed not to cushion, and is held by the Company and as a result, loses his next regular assignment or any part thereof, Section 52 will apply; however, if, due to weather or road conditions, the Operator is unable to get to his home terminal in time to pick up his next assignment, he will only be paid the above mentioned cushion miles with no further compensation.

- f) After the first day of cancellation or curtailment of service and until the regular service is resumed, the Operator will only be paid for actual work performed at his regular rate of pay. If, however, hours worked on any such day of cancellation or curtailment exceed his regular assignment time, including service allowance, then such excess, less thirty (30) minutes will be considered as overtime.
- g) If, due to interruption of regular service, an Operator of a regular assignment is held at an away-from-home location, he shall be entitled to meals after his scheduled departure time on the same basis as a Spareboard Operator would receive on being held away from home until such time as such regular Operator returns to work or returns to his home terminal whichever shall first occur. The meal allowance shall not exceed \$7.00

Meals will be allowed at six (6) hour intervals with a limit of three (3) meals in each twenty-four (24) hour period.

In addition, the regular Operator shall be paid for time spent at his away-from-home terminal at the rate of six dollars and forty-one cents (\$6.41) per hour for a maximum period of eight (8) hours in each twenty-four (24) hour period after the first full twelve (12) hours following his scheduled departure time.

SECTION 55 BIWEEKLY GUARANTEE

Spareboard Operators who are available for service twelve (12) days in any pay period shall receive a biweekly guarantee equal to sixteen hundred (1600) miles driven at their applicable mileage rate. Cost of living allowance does not apply to this mileage rate.

Available for service shall mean as described in Section 59 (Available and Qualified Defined) herein. A Spareboard Operator who is available for service for less than twelve (12) days in any pay period shall have any guarantee reduced by one-twelfth for each day not available.

Any and all earnings and allowances in any pay period shall apply to the biweekly guarantee herein provided.

SECTION 56 OVERTIME

- a) All time worked in excess of ten (10) hours per day, ninety-six (96) hours per biweekly pay period [except one hundred (100) hours for Spareboard Operators between and including the first pay period beginning in June and the last pay period ending in September] or all time worked in excess of 2080 hours in a calendar year (It being understood that if overtime is paid on a daily or biweekly

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

basis it shall not be required to be paid on the annual basis) shall be considered overtime unless otherwise provided for in this Agreement.

NOTE: Calculation of averaging for overtime will in compliance with the Canada Labor Code

- b) For the purpose of computing the hours worked by an Operator, the following time allowance will be added by the payroll department to the time shown on the Operator's payroll slip.
1. Regular trips - Thirty (30) minutes at the beginning and fifteen (15) minutes at the end of each trip, except on turnaround trips where the actual time is less than forty-five (45) minutes, in which case actual time in between the two (2) trips shall be allowed.
 2. Overload trips - Fifteen (15) minutes at the beginning and fifteen (15) minutes at the end of each trip.
 3. Deadhead and cushion trips - No time allowance will be added.
- c) Each Operator shall be entitled to a period of at least twenty-four (24) consecutive hours of rest at his home terminal each week, or a period of at least forty-eight (48) consecutive hours of rest at his home terminal in every two (2) weeks. It is agreed that an Operator who has received forty-eight (48) consecutive hours of rest in two (2) consecutive weeks, will not be entitled to overtime for having worked in excess of forty-eight (48) hours in one of these weeks, except and unless the total time for the two (2) weeks exceeds ninety-six (96) hours. [Exception see (a) above].
- Absorbing Overtime: Operators shall not be required to take time off or change designated days off in order that the payment of overtime may be avoided.
- d) If a regular Operator does not receive his weekly or fortnightly rest period as above provided, all such time worked during each rest period or periods shall be considered as overtime, but in no instance shall the time allowed and paid for at the overtime rate for each day of rest be less than as follows:
1. If time worked is four (4) hours or less, he will be allowed fifty percent (50%) of his regular day's pay at his overtime rate. Provided he is available and willing to work the full four (4) hours.
 2. If time worked exceeds the four (4) hours, he will be allowed the regular day's pay at his overtime rate provided he is available and willing to work the full eight (8) hours.
- e) If a Spareboard Operator does not receive his weekly or fortnightly rest period as provided in Clause (c) hereof, all time worked during each rest period or periods will be considered as overtime. Rest period or periods shall be the thirteenth (13th) and fourteenth (14th) day of the pay period.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- f) An Operator working on a regular assignment who claims and is allowed overtime pay will receive the mileage rate for his assignment plus the hourly rate for his classification, as set forth below, for all time worked in the overtime period.
- g) An Operator working on other than a regular assignment who claims and is allowed overtime pay, will be paid at his mileage rate for all miles driven in the overtime period plus the hourly rate for his classification, as set out below, for all time worked in the overtime period.
- h) The following hourly rates will be used for overtime pay in all cases except in the case of an Operator on a charter.

	April 1, 2011
A	\$7.62
A-1	\$7.94
A-2	\$8.28
A-3	\$8.61
A-4	\$8.77
A-5	\$8.93
A-6	\$9.10
A-7	\$9.27

NOTE: Cost-of-Living does not apply to these rates.

- (l) An Operator starting a trip before midnight and running into overtime which terminates after midnight shall be paid therefore as though the work (regular and overtime) had all been done in one (1) day and he shall remain in overtime until he has had four (4) consecutive hours off duty.

SECTION 57 OPERATORS WORKING ON TWO ASSIGNMENTS IN ONE DAY

- a) If an Operator works on two (2) assignments on the same day, each assignment shall be treated as a separate day's work, and no overtime shall be claimed or allowed for that day, unless the Operator shall have been entitled to overtime pay for either of the said assignments, and then only with respect to the assignments during which the overtime was worked. All hours worked on such days; however, will be taken into account in computing the total weekly hours and overtime, if any, in respect thereof. If, as a result of the first assignment being delayed, the layover period between the two (2) assignments is less than two (2) hours, the first assignment will be paid for as provided in Section 53 of this Article (Terminal Delays and Road Delays), and all time worked in the second assignment shall be considered as overtime (except as mutually agreed between the parties).
- b) When a Spareboard Operator works on more than one (1) trip on the same day, no overtime shall be claimed or allowed for that day, except on single trips which

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

exceed ten (10) hours, and on multiple trips if time off between trips does not exceed service time allowance.

SECTION 58 WORK IN ADDITION TO REGULAR ASSIGNMENT

A regular Operator called to work either before or after his regular assignment will be paid at his overtime rate but in no case shall he receive less than four (4) times the applicable hourly charter rate for such extra work. If an Operator is called but not used, he shall be paid a "call-up" fee of two (2) hours protecting pay which will entitle the Company to hold him for a two (2) hour period.

In the application of this section, the reference to "overtime rate" shall refer to the rates as outlined in section 56(h) and "extra work" shall refer to all work performed while driving or cushioning.

Charter assignments will be paid at the applicable section 49(h) Hourly Charter Rate, plus section 56(h) overtime rate, for all hours worked.

SECTION 59 AVAILABLE AND QUALIFIED DEFINED

Where in this Article (Article 2), the words "Available" and "Qualified" are used, they shall have the following meaning:

"Available" or "Available for Service" shall mean that an Operator is promptly available by local telephone, cell phone and/or pager, or has made some arrangements with his dispatcher as to where he can be promptly located and notified when he is needed.

"Qualified" or "Qualified for Service" shall mean that the Operator has had proper rest, knows the assignment has the necessary licenses and, is eligible for the assignment (truck/charter boards).

ARTICLE 3 MECHANICAL DEPARTMENT

SECTION 60 SENIORITY

- a) Each garage shall constitute a separate seniority district in which maintenance employees there regularly employed will hold seniority. [At any point where the Company maintains two (2) or more garages, they shall be deemed to be one (1) seniority district].
- b) For the purposes of promotion, demotion, bidding, lay off and recall, the seniority of an employee will be on a classification basis and if applicable, on Licensed Trades designation, and shall date from the time the employee first entered the classification.
- c) A Trades Person's seniority shall include all time spent in Licensed Trades A-1, Apprentice Trades A-2 and, Non-licensed Trades A-3.

ATU 1374- GCTULC 2011 - 2014 Collective Bargaining Agreement

Maintenance Support Person seniority shall include all time spent as a 1st class Stores Clerk, 2nd class Stores Clerk, Senior Stenographer, Junior Stenographer, Filing & Records Clerk, Junior Stores Clerk and/or, Tool-room Clerk.

A Service Person's seniority shall include all time spent as a former Coach Cleaner and 1st and 2nd class Service Person.

For the purpose of seniority in a particular classification, it shall be from the date an employee earned wages in the classification, and in cases where he has worked in various classifications in the same work location, he shall maintain his seniority position in each of the classifications in which he has worked and earned wages.

Service time shall be on a company wide basis and shall date from the time the employee first entered the service of the Company.

- d) Lay offs: An employee will be laid off in the reverse order of seniority in their respective classification and, if applicable, their respective level within that classification, at the location they are working. For clarity employees in the Trades classification will be laid off via their trade designations, based on their seniority within the Trades level. Trades designation includes licensed: Mechanic, Welder, Machinist, Electrician and, Body Repair Person.

In the event of a lay off, an employee may bump any lower classification in which he has worked and established seniority. An employee with no seniority in a lower classification will bump to the next lower classification that he can hold based on his combined service in any higher classification.

In the event an apprentice is laid off, he will have the right as well, to revert to any former classification in that he holds seniority, based on the process above.

A maintenance employee shall have not more than seventy two (72) hours to exercise his seniority.

A maintenance employee intending to "bump" or displace another maintenance employee, shall give to the employee being "bumped" (with copy to supervisor) at least forty eight (48) hours notice in writing on the proper form, of his intention to do so. An employee so bumped must serve bump notice within seventy two (72) hours of receiving bump notice to the employee he intends to bump.

- e) A maintenance employee shall retain and accumulate seniority in his seniority district when the company temporarily assigns him to another seniority district.

SECTION 61 TRANSFERS

- a) An employee desiring to transfer permanently from one seniority district to another may make application in writing to the Company at its head office. Should a vacancy occur or a new position be created in the seniority district to which the applicant desires transfer, and should the applicant, in the judgment of the Company, be qualified to fill such vacancy or position, the applicant will be given the right to transfer. It is understood and agreed that if the employee wishing to transfer is classified in the same or higher classification than the classification to

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

which he is transferring, there shall be no question as to his being qualified for same. In any such case, the employee transferring will, except as provided in paragraphs (b) and (c) of this Section, relinquish all seniority rights in the seniority district from which he has been transferred, and his seniority shall begin and accrue in the new seniority district from the actual time he commences work in same. For the purpose of establishing an employee's wage rate when he transfers to a seniority district, he shall be allowed the same classification based on the length of service which he held at the time of transfer, provided that his occupational classification is not changed.

- b) Where work is permanently transferred from one seniority district to another, fulltime employees who have been performing that work in the seniority district from which the work has been transferred will be allowed to transfer to the seniority district where the work has been transferred without loss of seniority and in seniority order.
- c) Should an employee voluntarily transfer to another seniority district to fill some vacancy and/or some new position, and such vacancy and/or new position be abolished within two (2) years from the date such employee transferred to same, such employee shall have the right to exercise his full seniority rights again in the seniority district from which he transferred. It is understood and agreed that the time spent by the employee in the seniority district to which he transferred will be added to the time worked in the seniority district from which he transferred in order to establish his seniority at the time he exercised it upon returning to the original seniority district.

NOTE: See Section 9, Lay Offs.

- d) The Company reserves the right to temporarily transfer ATU 1374 employees from one seniority district to another district in Local 1374 in order to meet operational demand. The company will post for volunteers based on Classification and trade designation. If no volunteers are available the junior employee in the Classification and trade designation will be assigned. The duration of the transfer for assigned employees will be limited to five working days. Selected employees shall be deemed as extra staff and management shall determine their tasks, work hours and days off while away from their home division. Their presence at the temporary assignment division shall have no impact on existing local bids nor shall their temporary absence from their home division be deemed to have created a vacancy thus a bid is not required. The Company will prepay all transferred employee's transportation and hotel costs and reimburse all reasonable meal expense upon presentation of receipt.

SECTION 62 BIDDING SHIFTS AND DAYS-OFF

Maintenance employees in this department may bid on shifts and days-off, in accordance with seniority. There shall be no "rotating" shifts.

NOTE: Maintenance employees shall bid on weekly blocks.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Employees in the Licensed Trades level will bid for specific trade-designated work for which they are certified (i.e. mechanic, welder, body man, etc.), based on their seniority within the Licensed Trades level.

Each garage shall establish shift bids to meet local needs with a minimum of four (4) bids per year in any garage.

Any shift change of over two (2) hours will be re-bid.

Local supervisors shall consult with a Shift Committee or if a Shift Committee does not exist then with a shop steward or a Union Representative to work out the best shifts possible before posting new shifts for bid. The Area Maintenance Manager or his designate will present the Shift Committee with information on the days, and hours required to provide coverage according to work requirements. In turn he will work with the shift committee to formulate the best possible blocks of shifts and days off to meet these requirements. In all instances, the Company will be the final judge.

Vacation relief shifts will be included on Masterbids whenever possible.

For the purpose of bidding shifts in the Maintenance Garages, all bids will be posted for a minimum of four (4) days. Bidding will commence on the fifth (5th) day and every employee must make his choice in order of seniority within one-half (1/2) hour of being presented with the bid sheet.

Each general bid shall include:

1. The start time, date and duration of bid.
2. The hours to be worked and weekly rest period for each bid position.
3. Each bid shall include the number of respective employees by classification required per shift.

NOTE: The Company and the Union agree that any Service Person, who proves unable to drive a bus following training, will be able to perform the remaining duties and responsibility of a Service Person. The Company is entitled to utilize the individuals in the Service Person classification to ensure that qualified personnel are available on all shifts, in particular at least one individual who is able to perform the driving duties.

NOTE: It is agreed that the Maintenance Department will post voluntary work lists of employees required to work on Christmas Day, Boxing Day and New Years Day.

SECTION 63 CLASSIFICATION OF EMPLOYEES

- a) Each employee will be paid at the appropriate classification rate, recognizing his seniority in said classification; for trades person, the rate for the applicable level will be applied.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- b) An employee regularly hired to do work in any classification may be assigned to do other casual work in any other classification but such assignments shall not affect his classification or rate of pay.

SECTION 64 CLASS RATIO

The ratio of Level A3 Trades Person to Level A1 Trades Person shall not be greater than one (1) to one (1) in any Company garage.

SECTION 65 FILLING OF VACANCIES OR NEW POSITIONS

When vacancies occur or new positions are created, or when desirable to train a new employee, employees shall be notified by bulletin not later than five (5) days after the position is vacant, and bulletin shall remain posted for four (4) consecutive days.

The Company will consult with the Union to implement qualifying tests for positions, qualifications being sufficient, the position will be filled on the basis of seniority among applicant employees in the garage with the vacancy or new position. If, in the judgment of the Company, none of the employees bidding are qualified for the vacancy or position, same may be filled from other sources.

The bid sheet may be taken down as soon as the senior qualified man 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 or wishes to revert back, he shall revert to his former position without loss of seniority.

When an employee bids for and is awarded a permanent position, if a vacancy results, his former position will be declared vacant and bulletined within five (5) days and 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 job to another in the garage, within the same classification and within the same shift of hours, and which does not involve a change in the rate of pay.

SECTION 66 TRADE APPRENTICES

This classification includes all employees who have entered the Apprenticeship program.

The Company reserves the right to determine the maximum number of Company-sponsored employees in the Apprenticeship Program at any given time. No less than two (2) employees will be allowed to participate in each scheduled school.

a) SELECTION PROCESS

All applicants for the position of apprentice will be required to take a qualifying exam and also meet the entrance standards of the applicable Provincial Apprenticeship Board.

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

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

2. Assessment-qualified applicants will be selected to fill vacancies or new apprentice positions via their company seniority; however employees in Level A3 Non-licensed Trades will be given priority in selection over other classifications.

b) SCHEDULING AND SCHOOL

The Company agrees to meet with apprentices and the union for a "Apprentice Schooling Meeting" within one month after receipt of yearly "School Schedule" issued by the Apprenticeship Department of Advanced Education and Training or applicable provincial body. Each apprentice tradesperson's level and dates for schooling shall be established for the following school year at this meeting.

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

Employees in this classification shall continue to be paid their applicable hourly rate while attending school. This will be based on a 40 hour work week over the training period during which an apprentice is enrolled in Company approved mechanic apprenticeship training.

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

c) SENIORITY AND CLASSIFICATIONS

1. An apprentice will retain and accumulate seniority in the A2 level, while attending the approved school.
2. Upon successful completion of the Apprenticeship Program, an employee will attain the A-1 mechanic starting rate of pay. Pay progression will be based on service time in the A-1 classification.
3. An employee who is registered in an Apprenticeship program, who voluntarily resigns from the program, may revert back to a lower classification or level in which he has worked and is able to hold seniority. His seniority will include all time served in the A2 level.
4. If an apprentice fails to successfully complete any level of the program and is required to repeat that level as determined by the training institute, his sponsorship in that program will cease immediately. The apprentice has the right to all appeals and any re-writes, as approved by the training institute, subject to the following paragraph.

Notwithstanding the above right to appeals and rewrites, the Company reserves the right to assess the apprentice's progress and make a determination that he is capable of holding the position. Should the apprentice choose not to continue or be deemed incapable by the Apprentice Board an applicant in waiting will be tested and qualified to fill the position.

In either of the above situations, he shall revert to his previous classification or level (if any) using his bumping rights. His seniority will include all time served in the A2 Level.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**SECTION 67
WORKING AWAY FROM GARAGES**

- a) If an employee is required to work at a point away from his home garage, he will be paid for all such work on the basis as if he were working in his home garage. Except as provided in clause (b) hereof, all time spent in travelling to and from such outside work will be paid for at the employee's regular rate of pay.
- b) If, in any one (1) day, an employee's time worked plus traveling time exceeds eight (8) hours, that portion of the time which exceeds eight (8) hours will be paid for at the employee's overtime rate.
- c) If an employee is required to work away from his home garage, his total time allowance for each day or part of a day he is required to be away shall not be less than eight (8) hours and, in addition, he will be allowed and reimbursed for all actual reasonable necessary expense for meals and lodging. Upon request a cash advance will be provided for expenses unless alternative arrangements have been made.

**SECTION 68
REST PERIODS**

Employees in this department will be allowed a ten (10) minute rest period during the first four (4) hours of work and a second ten (10) minute rest period during the second four (4) hours of work.

**SECTION 69
WAGE RATES**

Job classification and rates of pay therefore shall be as shown hereunder:

Classification "A"

LEVEL "A-1" LICENSED TRADES PERSON

(Includes Licensed Mechanics, Machinists, Welders, Electricians, Bodyman)

STARTING RATE IN CLASSIFICATION

Start Rate	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	31.70	32.41	33.22
Thompson	30.85	30.56	32.36
Edmonton	30.85	30.56	32.36
Calgary	30.85	30.56	32.36
Winnipeg	28.11	29.57	31.12
Prince George	28.38	29.09	29.89
Sudbury	28.38	29.09	29.89

RATE AFTER 6 MONTHS IN CLASSIFICATION

After 6 Months	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	31.88	32.60	33.42
Thompson	31.01	31.73	32.55
Edmonton	31.01	31.73	32.55
Calgary	31.01	31.73	32.55
Winnipeg	28.29	29.76	31.33
Prince George	28.55	29.27	30.09
Sudbury	28.56	29.28	30.10

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

RATE AFTER 18 MONTHS IN CLASSIFICATION

After 18 Months	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	32.05	32.77	33.59
Thompson	31.18	31.90	32.72
Edmonton	31.18	31.90	32.72
Calgary	31.18	31.90	32.72
Winnipeg	28.73	30.20	31.77
Prince George	28.73	29.45	30.27
Sudbury	28.73	29.45	30.27

LEVEL "A-1" BODY PERSONS hired after January 1, 2007

STARTING RATE IN CLASSIFICATION

Start Rate	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	23.10	23.62	24.21
Thompson	23.10	23.62	24.21
Edmonton	23.10	23.62	24.21
Calgary	23.10	23.62	24.21
Winnipeg	20.84	21.31	21.84
Prince George	21.04	21.51	22.05
Sudbury	21.45	21.93	22.48

RATE AFTER 6 MONTHS IN CLASSIFICATION

After 6 Months	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	23.25	23.77	24.36
Thompson	23.25	23.77	24.36
Edmonton	23.25	23.77	24.36
Calgary	23.25	23.77	24.36
Winnipeg	20.97	21.44	21.98
Prince George	21.17	21.64	22.19
Sudbury	20.55	21.01	21.54

RATE AFTER 18 MONTHS IN CLASSIFICATION

After 18 Months	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	23.38	23.91	24.51
Thompson	23.38	23.91	24.51
Edmonton	23.38	23.91	24.51
Calgary	23.38	23.91	24.51
Winnipeg	21.09	21.56	22.10
Prince George	21.09	21.56	22.10
Sudbury	21.71	22.20	22.76

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Level "A-2"

Apprentice Trades (includes Apprentice Mechanics, Machinists, Welders, Electricians, Body Repair Persons)

RATES: Class "A-2"

Apprentice Trades (Heavy Equipment Technicians)

- Level One 70% of A-1 starting rate or Current Classification, (whichever is greater)
- Level Two 75% of A-1 starting rate
- Level Three 80% of A-1 starting rate
- Level Four 85% of A-1 starting rate

NOTE: If a provincial apprenticeship board mandates a higher percentage such higher rate will be paid.

Level "A-3"

Non-Licensed Trades (includes Mechanics, Bodyman, Tireman and Upholsterers)

Employees in this classification should be qualified to perform all duties within this classification with minimal training.

Level "A-3" Mechanics, Body Man, Upholsterers	April 1, 2011	April 1, 2012	April 1, 2013
Start Rate	17.16	17.55	17.99
After 1 year of service	18.15	18.56	19.02
After 2 years of service	19.15	19.58	20.07
After 3 years of service	20.05	20.50	21.01
After 4 years of service	21.17	21.65	22.19

Level "A-3" Tire Persons	April 1, 2011	April 1, 2012	April 1, 2013
Start Rate	17.32	17.71	18.15
After 1 year of service	18.32	18.73	19.20
After 2 years of service	19.33	19.76	20.25
After 3 years of service	20.34	20.80	21.32
After 4 years of service	21.37	21.85	22.40

Level A3 Trades Persons holding a valid "Certificate of Proficiency" or "Trade License" directly related to the skills they are required to perform in their normal line of duty shall automatically attain the A1 Trades Person rate after four (4) years of service with the Company as determined by the provisions of Section 26 herein. These Certificates or Trade Licenses must be recognized as valid in the Province he is working for this section to apply.

Within forty-five (45) days of ratification, the Company and Union agree to meet and discuss the possible implementation of a Licensed Master Trades Person (includes licensed Mechanics with a designated system specialty). Any implementation will be upon mutual agreement of the parties.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**Classification "B"
Maintenance Support Person**

This Classification will include persons qualified for stores room and general administration functions.

Classification "B" Support Persons	April 1, 2011	April 1, 2012	April 1, 2013
Start Rate	16.22	16.58	16.99
After 1 year of service	17.17	17.56	18.00
After 2 years of service	18.09	18.50	18.96
After 3 years of service	19.03	19.46	19.95
After 4 years of service	19.98	20.43	20.94

**Classification "C"
Service Person**

This Classification will include employees qualified for the following work as required by the Company:

Fuelling, washing, polishing, and cleaning motor vehicles, parts units, and equipment; checking tires; checking exterior lights; checking fluid levels; performing general utility work and maintaining any necessary records; hostling buses; and cleaning the interior of coaches, janitorial work and performing related work. Other light mechanical work may also be assigned, subject to the applicable provincial or federal journeyman restrictions.

Employees Hired before December 1, 1999:

Classification "C" Service Person	April 1, 2011	April 1, 2012	April 1, 2013
	18.62	19.04	19.52

Employees Hired after December 1, 1999:

Classification "C" Service Person Start Rate	April 1, 2011	April 1, 2012	April 1, 2013
Vancouver	13.50	13.80	14.15
Thompson	13.50	13.80	14.15
Edmonton	13.50	13.80	14.15
Calgary	13.50	13.80	14.15
Winnipeg	13.50	13.80	14.15
Prince George	13.50	13.80	14.15
Sudbury	13.50	13.80	14.15

Classification "C" Service Person After 1 year of service	April 1, 2011	April 11, 2012	April 1, 2013
Vancouver	15.10	15.44	15.83
Thompson	15.10	15.44	15.83
Edmonton	15.10	15.44	15.83
Calgary	15.10	15.44	15.83
Winnipeg	15.10	15.44	15.83
Prince George	15.10	15.44	15.83
Sudbury	15.10	15.44	15.83

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Employees in each of the above classifications will be required to have the skill and ability necessary to perform the duties and responsibilities within each vocation.

The Company reserves the right to increase employee compensation on a regional basis in order to retain and hire staff in all Classifications. Prior to commencing any such regional market analysis, the Company will meet with the Union to discuss the concerns, the process and the intent of a regional wage market analysis.

NOTE 1. The Company is committed to provide training resources to our employees. As such, the Company will make every effort to provide the A1 Tradespersons with training necessary in the performance of their job duties.

NOTE 2. In addition to the wage rates set out in this Section, there shall be paid to the employee in this department a cost-of-living allowance as outlined in Section 27 of Article 1 of this Agreement. (Cost-of-Living Allowance.)

NOTE 3. The Company shall pay the rental cost of up to three (3) pairs of coveralls or three (3) service coats per week, if necessary, at the discretion of the Company, to all employees in the maintenance department.

NOTE 4. At all Company locations, and/or on all shifts, where there is no on site Manager/Foreman, the Company will designate an employee to act as Lead Hand. If no such designation is made, then the senior Licensed Trades Person with a mechanic's designation on the shift will be designated as the Lead Hand. Employees acting as Lead Hand will be paid the Lead Hand premium for all hours worked.

The Company may also designate an employee to act as Lead Hand to assist with the direction of workflow in a functional area or department (such as but not limited to the service lane, parts room or repair line). A Licensed Trades person must be designated as Lead Hand when directing mechanics workflow.

Lead hands will direct workflow and perform other Supervisory tasks but will not issue discipline. Employees will be paid a lead hand premium of one dollar (\$1.00) per hour for all hours so engaged.

Note 5. In instances where the Company requires an external source to perform work associated with the Maintenance Occupational Group, an ATU 1374 member will be in attendance. It is understood that this provision does not apply to warranty work.

NOTE 6. The Company shall make impact sockets available to all Trades Designated employees. Service Person tools shall be made available to each Service Person as determined by the Company. The Service Person will be responsible for the care, return, and replacement of such tools.

NOTE 7. All maintenance employees except Maintenance Support Persons may be required to perform routine moving of buses as part of their job description.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- NOTE 8. A1, A2 and A3 Trades Persons who commence their shift at 3:00 p.m. and before 5:00 a.m. shall be entitled to a shift differential of sixty (60) cents per hour. All other employees will receive twenty-five (25) cents per hour.
- NOTE 9. All employees in the A-1 classification will receive an annual tool allowance of \$225.00. All employees in the A-2 classification will receive an annual tool allowance of \$200.00. All employees in the A-3 classification will receive an annual tool allowance of \$150.00. The tool allowance will be paid in December.
- NOTE 10. **At the option of the Company, we will provide either a safety shoe/boot or a shoe/boot rebata. If the Company provides the safety shoe/boot, it will be on a yearly basis purchased from a designated national contract vendor.**
- If the rebate is provided, the Company will provide an annual allowance of \$110.00 for the purchase of CSA protective footwear shall be paid in the month of December, provided the original receipt is submitted to the Company prior to November 1st. Such protective footwear must meet Company policies and is to be kept in good condition.**
- NOTE 11. The Company reserves the right to initiate employee incentive programs and will confer with the Union before implementation of any such programs.

ARTICLE 4 TERMINAL EMPLOYEES

SECTION 70 SENIORITY

Each province shall constitute and comprise a separate seniority district for terminal employees. The Company seniority of an employee in any seniority district shall be determined by and commence from the actual time at which such employee first performed work and received pay therefore in such seniority district. Where two or more newly hired employees first earn remuneration at exactly the same time and in the same classification, their classification and Company seniority position shall be determined by drawing lots. The exercise of seniority of an employee shall be confined to the seniority district in which the employee is employed, except as provided in Article 1 Section 9.

SECTION 71 EXERCISE OF SENIORITY

- a) A terminal employee shall have not more than three (3) days to exercise his seniority under any of the following conditions:

When a new position is created.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

1. Where there is a permanent vacancy.
2. When positions have been reduced.
3. When "bumped" or displaced by a senior employee.
4. When returning from a leave of absence as set out in clause (c) of Section 10, Article 1, of this Agreement (Leaves of Absence).
5. When returning from a leave of absence as set out in clause © of Section 10, Article 1, of this Agreement (Leaves of Absence).

A terminal employee intending to "bump" or displace another terminal employee shall give to the employee being "bumped" (with copy to the Operations Manager) at least forty-eight (48) hours' notice in writing on the proper form of his intention to do so. An employee so bumped must serve bump notice within seventy-two (72) hours of receiving bump notice to the employee he intends to bump.

b) Recall of Employee Laid Off to a Lower Classification.

An employee laid off to, and working in, a lower classification may be recalled to his former classification:

- (i) A recalled fulltime employee shall be guaranteed forty (40) hours of work; recalled part time employees are not guaranteed hours of work;
- (ii) An employee being recalled for a period of work of less than eighty (80) hours will be given permission to reject same without loss of his seniority, provided other employees holding seniority in the vacant classification are available for recall;
- (iii) Where there is no other employee holding seniority in the vacant classification, the employee refusing the recall will relinquish his seniority in the classification to which he was recalled;

The recall process will consist of a telephone call followed up by a hand delivered letter copied to the union. The employee receiving said notice must respond within twenty-four (24) hours of initial notice.

NOTE: Fulltime employees laid off may bump to a part-time position in their present classification with their accumulated seniority in that classification, or they may bump to a full-time position in a lower classification where they previously held full-time seniority. Furthermore, the full-time employee also has the option to revert to a previous part-time position with accumulated seniority. In the event the employee has no previous full-time seniority in a lower classification, or is unable to hold a position in his previous classification(s), he will bump a position in a lower classification to which he is entitled based on his accumulated full-time seniority.

SECTION 72 VACANCIES AND NEW POSITIONS

There are two types of vacancies: permanent or temporary.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Fulltime employees have priority over part-time employees in bidding or bumping new or open fulltime positions in other classifications regardless of the experience of the part-time employee.

Successful bidders will be notified and assigned to their new positions as soon as possible.

Application of Seniority in Postings

1. When a terminal employee is the successful bidder for a position in a higher classification, he shall relinquish all seniority in the classification vacated.

EXCEPTION #1: Except in the case of a reduction in force when he shall revert to his original seniority position in the lower classification or he shall have the option to accept layoff with recall but shall lose his seniority in the lower classification.

EXCEPTION #2: At any master bid, once in an employee's career, with a minimum of fourteen (14) days notice to the Company, a fulltime terminal employee in a higher classification may exercise their seniority to a lower classification wherein they previously held seniority. They shall relinquish all seniority rights in the higher classification and their seniority in the lower classification shall be 75% of their accumulated lower classification seniority. That is; if an employee started as a fulltime Platform Loader on June 1, 1980, then bid into fulltime Express on June 1, 1982, then into fulltime Ticket Clerk on June 1, 1990, his fulltime accumulated seniority in Platform on June 1, 2007 is 27 years, of which 75% will give him a new seniority date on the Platform of: March 2, 1987.

A terminal employee, in this exception #2, may hold previous seniority in several lower classifications and they may bid the classification next below the one they are bidding down from. If they choose to bypass that classification for a lower classification wherein they had previous seniority, they will lose their seniority in the bypassed classification(s).

3. When an terminal employee in a higher classification successfully bids a position in the lower classification, he shall relinquish all seniority rights in the higher classification and his seniority in the lower classification shall thereafter be determined by and commence from the time he is declared the successful bidder in the lower classification. However, for the purpose of establishing his wage rate in the lower classification, he shall receive a rate of pay in accordance with the third paragraph of Section 11(b).

The terminal employee bidding down will be ineligible to bid on any vacancy in the higher classification(s) for one (1) year from the date he bids down to a former position.

a) Permanent Vacancies and New Positions

A permanent vacancy results from the departure of a regular fulltime employee (i.e. due to resignation, retirement, dismissal, death); or, from the expansion of the company's operation such that a new position is created.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Following the application of Section 9 and Section 73, should a permanent vacancy or a new position exist in a seniority district, the same shall be posted on bulletin boards accessible to all employees in such seniority district for a period of four (4) days and employees wishing to bid for the vacancy or position must make their application within the four (4) day period. The classification seniority will start from the effective date listed on the posting; however, the successful bidder must perform work in the new classification for the seniority to be recognized. The successful bidder will be selected in the following order:

1. Senior fulltime employee in the classification; followed by,
2. Senior fulltime employee outside the classification; followed by,
3. Senior part time employee

If, after a reasonable period of time, not to exceed sixty (60) days, the employee is found to be incapable of holding the position, or wishes to revert back he shall revert to his former position without loss of seniority and will be ineligible to bid on any other similar vacancy for one (1) year from the date he reverts back to his former position.

b) Temporary Vacancies

Temporary vacancies result from an employee absence that is not permanent. There are three types of temporary vacancies:

1. Temporary Vacancies of forty (40) hours or less: The Company, at their sole discretion, will assign work for any single vacancy scheduled for forty (40) or less hours. Seniority does not accrue in this situation. Notwithstanding this, where the company receives written notice a minimum of fourteen (14) days prior to the commencement a known absence of forty (40) consecutive hours (i.e. vacation), the company will use the posting procedure listed below.
2. Temporary vacancies of a known duration exceeding forty (40) hours: This includes absences resulting from such reasons as vacation not covered by a vacation relief posting, unpaid personal leaves, etc. Such vacancies shall be posted and filled in accordance with the provisions listed below.
3. Temporary vacancies of an unknown duration, but known to exceed forty (40) hours: This includes absences resulting from Short Term Disability claims, WSIB/WCB claims, etc. Such vacancies shall be posted and filled in accordance with the provisions listed below.

Temporary vacancies exceeding forty (40) hours shall be posted in the location for a period of three (3) days and employees wishing to bid for the temporary vacancy must make their application within the three (3) days. The successful bidder will be selected in the following order:

1. Senior fulltime employee in the classification; followed by,
2. Senior fulltime employee outside the classification; followed by,

ATU 1374– GCTULC 2011 – 2014 Collective Bargaining Agreement

3. Senior part time employee.

The classification seniority will commence upon the effective date listed on the posting; however, the successful bidder must perform work in the new classification for the seniority to be recognized.

In the event of a temporary vacancy, the call down process detailed in Section 71(b) will be used to assign shifts. Thereafter, the recall processes of Section 72 and Section 9 will be applied to fill the vacancy. Should this still result in a vacancy, such vacancy will be posted in accordance with the provisions of this Section.

c) Assignment of Shifts/Hours of Work for Temporary Vacancies

The actual hours of work will be allocated using the call down procedure listed below:

- (I) Using seniority order, commencing with the employee junior to the absent employee. Each employee shall have 30 minutes to answer the call or message left. If the employee cannot be reached or, fails to respond to a message, he shall be passed over and the next employee shall be called.
- (II) If a fulltime employee in that department accepts the vacated shift, his shift will be filled using the call down.
- (III) This process will repeat itself until there is no fulltime employee accepting a vacated shift.

Management is responsible for postings. Lead hands may assist management in allocating shifts (i.e. call downs) due to the vacancies. Such assistance is not to be construed as a right to such work by the bargaining unit.

SECTION 73 TRANSFERS

a) Transfers within a seniority district:

Employees can transfer between terminals within a seniority district by classification seniority on a Masterbid. An employee desiring to transfer in this manner must provide fourteen (14) days written notice of such intent to the Company and his Union Representative. The Company will provide him with all relevant documentation to facilitate the transfer.

When an employee transfers, from one terminal to another in the same seniority district, without change in classification, he shall retain and carry his classification seniority with him. Where such transfer involves a change of classification, Section 72 Application of Seniority will apply.

Vancouver and Coquitlam: Notwithstanding that these are separate terminals, the two terminals will be treated as one terminal for the purposes of this Section 73(a).

b) Transfers from one seniority district to another:

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

An employee desiring to transfer permanently from one seniority district to another may make application in writing to the Company at its head office. Should a vacancy occur or a new position be created in the seniority district to which the applicant desires to transfer and should such vacancy or position not be filled by an employee in such seniority district, and should the applicant, in the judgment of the Company, be qualified to fill such vacancy or position, the applicant will be given the right to transfer. In all such cases, the employees so transferring will relinquish all seniority rights in the seniority district from which he has transferred, and his seniority shall begin and accrue in the new seniority district from the actual time he commences work in the same. Where such transfer involves no change in occupation, the employee will retain his classification based on length of service but if a change of occupation is involved, Section 72 Application of Seniority hereof will apply. It is understood and agreed that if the employee wishing to transfer is classified in the same or higher classification than the classification to which he is transferring, there shall be no question as to his being qualified for same at the time of transfer.

SECTION 74 AGREEMENT NOT TO APPLY TO COMMISSION AGENTS

This agreement shall not apply to Commission Agents, any of their employees nor any of their Owner/Operators.

SECTION 75 CLASSIFICATION OF TERMINALS

Company terminals designations are as follows:

<i>Designation "A":</i>	Calgary, Alberta Edmonton, Alberta Vancouver, B.C. Coquitlam, B.C. Winnipeg, Manitoba and any other location where the Company may establish an "A" depot.
<i>Designation "B":</i>	Any other location where the Company may establish a "B" depot.
<i>Designation "C":</i>	Any other location where the Company may establish a "C" depot.

SECTION 76 OCCUPATIONAL CLASSIFICATION OF TERMINAL EMPLOYEES

Terminal employees will be classified as follows for the purpose of upgrade - downgrade in the various classifications:

CLASSIFICATION:

1. Ticket Clerk
2. Shuttle Truck Driver
3. Baggage & Express Clerk
4. Platform Loader
5. Senior GCX Collection Clerk

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

6. Terminal Stenographer
7. Junior GCX Credit and/or Collection Clerk
8. Terminal Accounting Clerk
9. Terminal Tracing Clerk
10. Junior Terminal Clerk

Those terminal employees in classifications specified in numbers 5, 7, and 8 above will be protected from being bumped or displaced by another employee whose qualifications are not deemed by the Company to be adequate to perform the duties required. However, employees in classification #8 may be displaced as a result of an employee in a higher classification bumping as a result of lay off. Furthermore, bids posted for such positions, shall stipulate the qualifications required to fill the position internally. If in the opinion of the Company, internal employees applying for such positions are not satisfactory, those positions may be filled from external sources. Employees performing in classifications #5 and #7 are restricted to those positions for a minimum of nine (9) months and may not bid into other positions.

a) Ticket Clerks

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 in order to ensure consistently high levels of customer service. Such duties and responsibilities will include but not be limited to selling tickets, billing and handling express, travel information, billing and handling baggage, making reports, and general responsibility for operation of depots in the absence of higher designated authority.

Ticket clerks designated to dispatch buses or assume the general responsibility of operation of depots in the absence of higher authorities shall be known as Lead Hands and shall receive Lead Hand rates whenever they are in charge.

b) Shuttle Truck Drivers

Employees in this occupational classification will be required to have the necessary drivers license required to drive the vehicles used in shutting duties, assist in performing P&D drivers duties during emergency situations as directed by a supervisor and such other duties as may be assigned as required to ensure consistently high levels of customer service.

c) Baggage and Express Employees

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 employees in order to ensure consistently high levels of customer service, which shall include, but not be limited to; billing express shipments, load and unload buses or trucks, making out reports, accounting for all cash collected and giving out information.

d) Platform Loaders

Employees in this classification will be required to load and unload buses or trucks; handle baggage, express, newspapers and mail and perform any other

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

duties which would normally be assigned and in doing so ensure consistently high levels of customer service.

e) **Senior GCX Collection Clerk**

Employees in this occupational classification will be required to have the skill and ability to perform the duties and responsibilities included within the vocation of a Senior GCX Collection Clerk which will include, but not be limited to; collecting, reconciling and maintaining customer accounts receivable, generated by GCX on branch and/or district levels and such other duties as may be assigned as required to ensure the proper credit and collection function and consistently high levels of customer service.

f) **Terminal Stenographers**

Employees in this occupational classification will be required to have the skill and ability to perform the duties and responsibilities included within the vocation of a terminal stenographer which will include but not be limited to; taking dictation, typing letters and all other secretarial duties, answering telephones, general information, checking reports, accounting for all cash collected, making billings and such other clerical work connected with the operation of the terminal in order to ensure consistently high levels of customer service.

g) **Junior GCX Credit and/or Collection Clerk**

Employees in this occupational classification will be required to have the skill and ability to perform the duties and responsibilities included within the vocation of a Junior GCX Credit and/or Collection Clerk which will include, but not be limited to; recommending, collecting, reconciling and maintaining customer accounts receivable generated by GCX on branch and/or district levels and such other duties as may be assigned as required to ensure the proper credit and collection function and consistently high levels of customer service.

h) **Terminal Accounting Clerks**

Employees in this occupational classification will be required to have the skill and ability to perform the duties and responsibilities included within the vocation of a terminal accounting clerk which will include, but not be limited to; answering phones, general information, checking reports, accounting for all cash collected, making billings and such other clerical work connected with the operation of the terminal in order to ensure consistently high levels of customer service.

i) **Terminal Tracing Clerks**

Employees in this occupational classification will be required to have the skill and ability to perform the duties and responsibilities included within the vocation of a terminal tracing clerk which will include, but not be limited to; tracing and claims functions, answering phones, general information, checking reports, accounting for all cash collected, making billings and such other clerical work connected with the operation of the terminal in order to ensure consistently high levels of customer service.

ATU 1374 – GCTULC 2011 - 2014 Collective Bargaining Agreement

j) Junior Terminal Clerks

Employees in this occupational classification will be required to have the skill and ability to perform the duties and responsibilities included within the vocation of a junior terminal clerk which will include, but not be limited to; answering phones, general information, checking reports, accounting for all cash collected and such other clerical work connected with the operation of the terminal in order to ensure consistently high levels of customer service.

**SECTION 77
WAGE RATES (PER HOUR)**

Class "A" Depot

Ticket Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	16.337	16.705	17.123
After 1 year	17.278	17.667	18.109
After 2 years	18.219	18.629	19.095
After 3 years	19.149	19.580	20.070
After 4 years	20.132	20.585	21.100

Shuttle Truck Driver

	April 11, 2011	April 1, 2012	April 1, 2013
Rate	20.096	20.548	21.062

Express Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	16.080	16.442	16.853
After 1 year	17.013	17.396	17.831
After 2 years	17.939	18.343	18.802
After 3 years	18.870	19.295	19.777
After 4 years	19.838	20.284	20.791

Platform Loaders

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	15.406	15.753	16.147
After 1 year	16.284	16.651	17.067
After 2 years	17.188	17.575	18.014
After 3 years	18.068	18.475	18.937
After 4 years	18.984	19.411	19.897

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Senior GCX Collection Clerk

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	18.275	18.687	19.154

Terminal Stenographer

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	14.361	14.684	15.051
After 1 year	16.013	16.373	16.783
After 2 years	17.664	18.062	18.514

Junior GCX Clerk, Junior GCX Credit & Collection Clerk

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	14.311	14.633	14.998
After 1 year	15.956	16.315	16.723
After 2 years	17.602	17.998	18.448

Terminal Accounting & Terminal Tracing Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	14.258	14.578	14.943
After 1 year	15.895	16.252	16.659
After 2 years	17.534	17.928	18.377

Junior Terminal Clerk
(hired prior to September 4, 1987)

April 1, 2011	April 11, 2012	April 1, 2013
16.918	17.298	17.731

Junior Terminal Clerk
(hired after September 3, 1987)

	April 1, 2011	April 11, 2012	April 1, 2013
Start Rate	11.303	11.557	11.846
After 1 year	12.756	13.043	13.369
After 2 years	14.221	14.541	14.904

ATU 1374- GCTULC 2011 - 2014 Collective Bargaining Agreement

Class "8" Depot:

Ticket Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
A-1	11.351	11.606	11.896
A-2	11.412	11.669	11.960
A-3	11.472	11.730	12.023
A-4	11.556	11.816	12.111
A-5	11.628	11.890	12.187
A-6	11.688	11.951	12.250

Express Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
A-1	10.655	10.895	11.167
A-2	10.740	10.981	11.256
A-3	10.799	11.042	11.318
A-4	10.860	11.104	11.382
A-5	10.932	11.178	11.458
A-6	11.004	11.251	11.533

Class "C" Depot:

Ticket Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
A-1	10.655	10.895	11.167
A-2	10.740	10.981	11.256
A-3	10.799	11.042	11.318
A-4	10.860	11.104	11.382
A-5	10.932	11.178	11.458
A-6	11.004	11.251	11.533

Express Clerks

	April 1, 2011	April 11, 2012	April 1, 2013
A-1	9.983	10.207	10.463
A-2	10.044	10.270	10.527
A-3	10.103	10.330	10.589
A-4	10.187	10.416	10.676
A-5	10.247	10.477	10.739
A-6	10.319	10.552	10.815

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- NOTE 1:** The Company shall provide smocks and coveralls for terminal employees classed as baggage and express employees and platform loaders in accordance with a policy established by the Company. Where such articles of clothing are made available to employees, they will be worn in accordance with Company rules and regulations.
- NOTE 2:** In Company terminals on any shift, the Company may designate Lead Hands when they deem it necessary to perform the service of the Company. Such designated employees will be paid a Lead Hand premium of one dollar (\$1.00) per hour for all hours so engaged.
- NOTE 3:** Where the Company determines that personal protective equipment is required (in accordance with Company policies and relevant regulatory requirements), employees will be provided with, and must comply with, such.
- NOTE 4:** Terminal employees, upon proper authorization of their supervisory officer, requested to instruct other employees, will receive additional compensation of fifty cents (\$0.50) for every hour that they may be assigned to instruct students. (But not less than \$2.50 per day). This instruction pay is only paid when an employee is instructed to train an employee on the job in addition to performing regular work.
- NOTE 5:** Employees who commence their shift at 3:00 p.m. and before 5:00 a.m. shall be entitled to a shift differential of ten (10) cents per hour.
- NOTE 6:** **At the option of the Company, we will provide either a safety shoe/boot or a shoe/boot rebate. If the Company provides the safety shoe/boot, it will be on a yearly basis purchased from a designated national contract vendor. If the rebate is provided, the Company will provide an allowance of \$110.00 for the purchase of protective footwear for Baggage and Express Clerks and Platform Loaders and Tracing Clerks. Reimbursement shall be paid annually in the month of December upon provision of receipt. The employee will be reimbursed the amount on the receipt for protective footwear up to \$110.00. Such protective footwear must meet Company policies and is to be kept in good condition.**
- NOTE 7:** For all Ticket Clerks the company will defray to an annual maximum of \$250.00, the cost of the equivalent of four shirts and two pairs of trousers (or skirts) each year and, one blazer every two years. Such clothing is to be purchased through the company. Ticket Clerks will be allowed such monies to substitute at their discretion, for any parts of the uniform stipulated in the company uniform policy. Uniform entitlements are not cumulative and must be taken during one (1) year following their seniority date.
- NOTE 8:** Part time employees shifts will be guaranteed a three (3) hour minimum period of work.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**SECTION 78
CLASSIFICATION OF TERMINAL EMPLOYEES**

Length of service shall be based on active service with the Company. An Employee will advance one classification for each one (1) year of cumulative service.

An employee will be considered as having had twelve (12) months of service if, during the period, his time off without pay, excluding assigned days off, does not exceed twenty-nine (29) days will be considered as having had six (6) months of service, if, during the period, his time off without pay excluding assigned days off, does not exceed fifteen (15) days. If the time off, excluding assigned days off, does exceed twenty-nine (29) days or fifteen (15) days as the case may be, then the employee will remain in his classification for the additional time to compensate such excess.

Classification: A-1, A-2, A-3, A-4, A-5

Period of active service required in each classification start rate; after one (1) year; after two (2) years; after three (3) years; after four (4) years.

NOTE: In addition to the wage rates set out in this Section, there shall be paid to the employees in this department a cost-of-living allowance as outlined in Section 27 of Article 1 of this Agreement (Cost-of-Living Allowance).

**SECTION 79
BIDDING SHIFTS AND DAYS OFF**

Employees in this department may bid on shifts and days off in accordance with seniority. Bids shall be set up at least once in a three (3) month period.

Closed or blocked shifts, limited to 25% per classification, upon consultation with the shift committee may be implemented.

Local supervisors shall consult with shop stewards/Shift Committees to work out the best shifts possible before posting new shifts for bid. Managers will present the Shop Steward/Shift Committee with information on the days, and hours required to provide coverage according to work requirements. In turn the Manager will work with the Shop Steward/Shift Committee to formulate the best possible shifts and days off to meet these requirements. In all instances, the Company will be the final judge.

The travel bureau shift shall be included in the ticket clerk's shift bid for April to September and may be rotated from October to March.

Vacation relief shifts will be included on Masterbids whenever possible. For the purpose of bidding shifts in the Terminals, bids will be posted for a minimum of three (3) days. Bidding will commence on the fourth (4th) day and every employee must make his choice in order of seniority within one-half (1/2) hour of being presented with the bid sheet.

TRADING SHIFTS:

Subject to approval of the Operations Manager or designate, application may be made by employees in this department to trade single shifts and/or days off in their own

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

classification in writing as per company policy, providing no inconvenience is caused, and overtime will not be claimed.

Any shift change of over one (1) hour will be posted and re-bid.

ARTICLE 5 PICKUP & DELIVERY OWNER OPERATORS

The following are the only provisions of the collective agreement which apply to Owner/Operators. No other provisions of this collective agreement will apply to Owner/Operators.

SECTION O/O -1 RECOGNITION AND RELATIONSHIP

- a) Recognition: The Company recognizes the Union as the fully designated and sole collective bargaining representative of all Owner/Operators of Greyhound Canada Transportation Corp. pursuant to a certification issued by the Canadian Industrial Relations Board (CIRB), November 6th, 1990, and agrees to meet and treat with the duly accredited officers and committees of the Union on all questions relating to contracts for services arising under the terms of this Agreement and agrees to deal with it as hereinafter provided.
- b) Relationship:
 - (i) The parties hereby acknowledge and agree that this agreement is a Contract for Services and the Owner/Operator shall, for all purposes of this agreement, be deemed an *Independent Contractor* under *Canada Customs and Revenue Agency* legislation and other various tribunals, including but not limited to: Workers' Compensation Board, Employment Insurance and, Canada Pension Plan. This agreement shall not be construed in any respect to create between Greyhound Canada Transportation Corp. and the Owner/Operator a legal relationship of partnership, employer and employee, master and servant or, principal and agent.
 - (ii) In keeping with previous *Canada Labour Code* and *Canadian Industrial Relations Board* decisions, the parties agree the Owner/Operator is a *Dependent Contractor* under Part I of the *Canada Labour Code* and, is not an employee under Parts II and III of said Code.

Engagement of Contractor:

Subject to the terms and conditions set out herein, Greyhound agrees to engage the Contractor as an Owner/Operator to provide pick-up and delivery services to Greyhound customers and accounts and the Owner/Operator agrees to provide such services.

SECTION O/O-2 JOINT APPLICATIONS TO REGULATORY BODIES

The Union agrees that if any condition of this Article 6 is in conflict with any Federal, Provincial Act or Regulations, it may join the Company in a joint application to the regulatory body having the necessary authority therefore, for an exemption from the

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

requirements of such Act or Regulations and the Union further agrees that, if acceptable to such a regulatory body, a copy of the Agreement may be submitted as a joint application.

SECTION O/O-3 MANAGEMENT RIGHTS

It is not the intent of this Contract to include matters of management herein, and the Company reserves to itself the management, conduct and control of the operation of its business.

SECTION O/O-4 CHECK-OFF

The Company agrees to check-off and remit to the Financial Secretary of the Union monthly from the compensation for services of each Owner/Operator who is a member of the Union, and who has so authorized the Company in writing, all dues, initiation fees, fines and such regular assessments as may be assessed against such member where such amounts may be legally deducted. Requests for check-off of assessments will be signed by the Financial Secretary of the Union.

SECTION O/O-5 UNION SECURITY

Subject to the terms hereof, all Owner/Operators within the terms of this Agreement, including those already holding membership in the Union, shall become and remain members of the Union so long as such Owner/Operator are under contract to the Company. Upon entering a Contract for Services with a new Owner/Operator, a copy of such signed Contract for Services will be forwarded to the Union as notification. All new Owner/Operators within the terms of this Agreement shall have thirty (30) days from the date of commencement of their contract with the Company in which to become members of the Union.

The Company shall not be required to terminate the services of or discriminate against any Owner/Operator to whom membership in the Union has been refused or terminated.

The Company further agrees to notify the Local Union within four (4) days by Royal Mail, Internal GCTULC mail, facsimile and/or electronic mail, of termination of contracts for service, notices issued under Section O/O-8 change of address or telephone number of each Owner/Operator covered by the terms of this Agreement where said information is made available to the Company by the Owner/Operator.

SECTION O/O-6 UNION OBLIGATION

It is hereby agreed that so long as the Company lives up to and complies with the terms of this Agreement, the Union agrees that there shall be no strike, cessation of work, refusal to work or to continue to work by Owner/Operator in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of Owner/Operator designed to restrict or limit the

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Company's service to the public; and the Union will, in all respects fulfill its obligations hereunder.

SECTION O/O-7 GRIEVANCES

The only differences that may be grieved and/or arbitrated under the terms of Article 6 applying to Owner/Operators by the Union or the Owner/Operator will be the provisions of Article 6 including the terms of the Contract for Services contained herein.

- a) Should any grievance arise between the Company, the Union and/or an Owner/Operator under the terms of this Agreement, such grievance will be disposed of in the following manner, with each party making a genuine effort to resolve the grievance at the various steps:

The Union and the Company will approach the resolution of grievances in a problem-solving manner. For this purpose, any discussion and/or resolution of the grievance at step one (1) may be "without prejudice" to either party and therefore will not be used and/or relied on by the parties at other grievance proceedings between the Union and the Company.

- (i) **First Step:** The grievance will be presented in writing by the owner/operator or the Union within fourteen (14) days to the GCX Operations Manager or to a representative designated by the Company.
- (ii) **Second Step:** In the event the grievance is not satisfactorily disposed of within fourteen (14) days, the grievance will be presented in writing, by the proper representative of the Union, within the next fourteen (14) days, to the GCX General Manager or to a representative designated by the Company.
The Union may originate a Policy/Group Grievance on behalf of a group of owner/operators and/or the Union, with respect to any matter of dispute that affects the group or the general membership of the Union. Such grievance shall commence at step 2 of the grievance procedure.
- (iii) **Third Step:** In the event the grievance has not been settled at the second step within fourteen (14) days from the date it is submitted at that step, the grievance may be submitted by the Union, within the next fourteen (14) days, to the Director of Labour Relations or to a representative designated by the Company.
- (iv) **Mediation:** In the event the grievance has not been satisfactorily resolved at step 3, the parties may upon mutual agreement refer the grievance to Federal Grievance Mediation.
- (v) **Fourth Step:** In the event the grievance has not been satisfactorily adjusted within fourteen (14) days from the date of submission to the Director of Labour Relations or his representative, the matter may, on the application of either party, within thirty (30) days, be submitted for final determination to binding arbitration by a single arbitrator. If it is

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

not possible to mutually select an arbitrator, then the Minister of Labour of Canada shall name the 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 must select a third (3) arbitrator and the third (3rd) member shall act as chairperson of the board. If it is not possible to select a chairperson in this way, then the Minister of Labour of Canada shall name the chairperson.

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 Article 6, 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. The parties shall jointly share the expense of the chairperson or the arbitrator, in case of a single arbitrator.

b) **Company Aggrieved**

In the event any grievance, dispute or difference originates in which the Company regards itself as the aggrieved, the Company shall take up such matter within fourteen (14) days from the occurrence on which such grievance is based with the Local Union President and Business Agent. 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 above provided for not later than thirty (30) calendar days thereafter.

- c) In each instance where time limits are set forth in the grievance and arbitration procedure and the days referred to are not referred to as calendar days, it is understood that said time limits are exclusive of Saturday, Sunday and statutory holidays.
- d) In the event of a civil action, the Company and the Union may mutually agree to suspend the grievance procedure until such civil action has been finalized.
- e) In the event of failure of either party to reply in writing to any step in the procedure within the time limits specified in this Section, the party so failing shall forfeit its case.
- f) Wherever time limits appear in this section, such time limits may be extended by mutual written agreement between the parties hereto.

SECTION O/O-8 INDIVIDUAL CONTRACTS FOR SERVICES

- a) Each Owner/Operator will enter into an individual Contract for Services with the Company. The document provided will state the terms and conditions under which the Owner/Operator be engaged with applicable changes to suit different

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

circumstances which will be agreed between the Company and Owner/Operator, with Union concurrence. A copy of the individual Contract for Services containing the text of this Section O/O 8 and the schedules referenced below will be signed by the Owner/Operator, the Company and the Union as proof of the contractual relationship. A copy of each signed Contract for Services will be forwarded to the Union.

b) Area of work

Greyhound agrees to assign a territory to the Owner/Operator wherein the Owner/Operator will provide pick-up and delivery service between shippers' and consignees' premises and the Terminals. The assignment of such territory will be based on **discussions** between the Company and the Owner/Operator. The territory assigned to the Owner/Operator at the commencement of this Contract for Services is described in Schedule A and such description will include a map.

In negotiating Schedule "A" (the geographical territory), an Owner-Operator may negotiate exclusive rights to his territory but, if such exclusivity is negotiated then, inclusive within such rights the Owner/Operator will be obliged to pick up and deliver all dispatched calls in his territory and upon failure to make such pick up and/or delivery, the Company may deduct from his compensation the cost to the Company for having such pick up and delivery performed by whatever means the Company sees fit. Continual failure to provide service to customers within such exclusive territory will result in such exclusivity being withdrawn, at the sole discretion of the Company. An Owner/Operator may request to negotiate for exclusivity at any time during the life of this agreement.

Greyhound reserves the right to review and/or alter the Owner/Operator's assigned territory a minimum of once per annum and designate a different territory for the Owner/Operator if, in Greyhound's opinion changes in the assigned territory are necessary to properly and effectively service and expand Greyhound customers and accounts. Changes will not be made without **discussion** with the Owner/Operator. The Company will also give consideration to any Owner-Operator's request or proposal for changes to his territory.

The Owner/Operator acknowledges that a floater driver will, from time to time be used by Greyhound to pick-up and deliver shipments within the territory.

c) Service

Greyhound is interested only in the results, including customer satisfaction, obtained by the Owner/Operator under this Contract for Services. The manner and means of accomplishing this is under the sole control of the Owner/Operator, subject to the provisions of the Description of Services and the Policies and Guidelines sections.

d) Payment For Services

The Owner/Operator will invoice Greyhound with all supporting documentation, as set out in this section, for any pick-up or delivery performed by the Owner/Operator. Settlement of Invoices will be on a bi-weekly basis.

The contractor will be paid at the agreed upon contract rate set out in Schedule "D", for the following work:

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- i) Delivery of pre-printed waybills, advance purchase waybills, to customer site
- ii) Delivery of sales materials as directed by the sales professional assigned to the contractor's territory. This does not include brochures or other items to be dropped off to customer sites as a normal course of the contractor's duties.
- iii) Any pickup or delivery work as directed by Tracing and Claims department or by a Greyhound Supervisor-Manager. The rate is to be agreed upon before said pickup is made.

Contractors will be paid as negotiated in Schedule D for time calls that do not have a pickup for the company. It is the contractor's responsibility to keep the company informed of customers that do not meet minimum requirements for such time calls.

Any monies owed by the Owner/Operator to Greyhound or to be reimbursed by the Owner/Operator to Greyhound, pursuant to the terms of this Contract for Services may be deducted by Greyhound from any monies due to the Owner/Operator after providing seven (7) days notice to the Owner/Operator.

The Owner/Operator will not be entitled to any payments, compensation, benefits or any other entitlements other than the compensation provided in Article 6 of the Collective Agreement and in Schedule "D" – Miscellaneous Charges (as negotiated between the Company and the individual Owner/Operator).

Owner Operators' Compensation:

Vancouver:

	April 1, 2011
Weight >30	\$0.01
Weight >30 (cube van)	\$0.02
1 st w/b	\$2.75
Following w/b	\$0.90
Res. address rate	\$4.75

Edmonton, Calgary:

	April 1, 2011
Weight >30	\$0.01
Weight >30 (cube van)	\$0.02
1 st w/b	\$2.55
Following w/b	\$0.55
Res. address rate	\$4.75

Winnipeg:

	April 1, 2011
Weight >30	\$0.01
Weight >30 (cube van)	\$0.02
1 st w/b	\$2.55
Following w/b	\$0.50
Res. address rate	\$4.75

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Residential Address Rate:	Will be paid to maximum of the first (3) three waybills picked up or delivered per residential stop. Additional waybills picked up or delivered at a residential stop will be paid only a the following w/b rate as described above. (i.e. a residential stop with 10 waybills to be picked up or delivered will be paid: 3 residential rate and 7 following w/b rates)
Training Rate:	\$21.00 per hour charged by the O/O to GCTULC
Course charge:	\$10.00 per course as described in (m) Covenants of Greyhound, charged by GCTULC to the O/O
Priority:	Additional \$1.50 per waybill.
International Air:	Additional \$3.00 per waybill pickup only
Hourly Rate:	\$21.00 per hour for work outside the normal operations pattern. This is meant for Saturday and evening services performed by the O/O. Said work would be at the O/O's choice and, therefore, is not mandatory as a normal part of his contract.
Monthly Minimum Invoice:	A minimum monthly invoice of \$3000 may be submitted to the Company if the contractor's actual total monthly invoices are less than this minimum. The purpose of this is to assist the contractor through a top up, while he manages his territory in such a way as to exceed this monthly minimum. The process for submitting/receiving this amount will be set up on a local basis. This minimum may be increased through individual discussions between a contractor and the company, to deal with specific territory issues.
Cubing:	When the Owner/Operator applies the correct cubing formula as put forward by the Company's pricing policy – measured by cubing each individual piece and not the entire shipment – to a shipment, he shall be able to claim overweight charges in accordance with the Rate Schedule under the Owner/Operator's Compensation section for "weight" using the following cubing formula (length x width x height / 1728 x 10). For shipments with a billing weight to the customer of fewer than 30 pounds, the Owner/Operator will be able to claim the difference between the cube weight and the actual weight at the applicable Rate Schedule under the Owner/Operator's Compensation section for "weight".

Waybills with more than five items will be treated as a new waybill for every five items.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Fuel Compensation Claim

Effective upon ratification:

1. **Owner/Operators will be eligible to submit an additional daily charge of \$0.05 per kilometer to offset higher operating costs directly related to the price of fuel.**
2. **Owner/Operators must submit their average daily kilometers driven for work purposes only, prior to being eligible for this program, this average must not include any kilometers for travel to and from work for personal business conducted during the course of the work day.**
3. **Changes to average kilometers will only be adjusted with a reroute or significant geographical change to territory of the affected Owner/Operator. The Company at its sole discretion reserves the right to verify average kilometers submitted by an Owner/Operator by conducting a ride-a-long with the Owner/Operator. Owner/Operators found to have inflated their kilometers will be removed from the program permanently.**
4. **Owner/Operators will only submit daily charges at \$0.05 per kilometer based on the average kilometers per working day declared to the Company by the Owner/Operator at the commencement of this program.**
5. **Should the price of fuel drop on average in Canada to \$1.10 per litre or lower the fuel compensation claim will become inoperative on the first day of the following month if the price of fuel remained at \$1.10 per litre or lower. Verification on the price of fuel at any given time will be taken from the Company data collection currently used to determine the Company fuel surcharge.**
6. **Only Owner/Operators in Vancouver, Calgary and Winnipeg will be eligible for this program.**

e) Description of Services

The Owner/Operator agrees to provide the following services:

- (i) To regularly and promptly attend to all pick-ups and deliveries for Greyhound customers and accounts in accordance with instructions received from the customer, either direct or through Greyhound Dispatch; it is recognized that there may be time and geographical constraints on attainment of the above.
- (ii) To collect all charges due from shippers or consignees under waybills or other shipping documents, except charges due from shippers and consignees having charge accounts authorized by Greyhound. Should the Owner/Operator be unable to collect charges due from Shippers or

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

consignees, the Owner/Operator will refuse to accept or deliver the shipment until such time as the charges can be collected. The Owner/Operator may, at their discretion, assist in the collection of overdue accounts;

- (iii) To issue or obtain from shippers and consignees all necessary waybills, shipping documents and delivery receipts for shipments and to ensure that the waybills are complete and that all the information fields necessary for the accurate and timely delivery of the shipment and billing of the shipment.
- (iv) To tender to Greyhound no later than the end of the business day, all cash waybills, cash, shipping documents, delivery receipts, driver manifest and invoice and charges collected in connection with provisions of the services;
- (v) To provide invoices or receipts to Greyhound for all company property tendered to the Owner/Operator by Greyhound or the Customer; To maintain records that verify the pick-up and delivery service performed, using daily invoices containing basic Owner/Operator and route information as well as the following manifest items:

1. Customer name;
2. Waybill count by customer and daily total; and,
3. Overweight charges by customer and daily total; and,
4. Additional contract charges, if applicable, as per Schedule "D"

Invoices shall be submitted daily according to the following types:

- a) **Pickup and delivery invoice/manifest.**
- b) **Cash waybill invoice/manifest for cash pickups and cash deliveries. Thus can be in the form of the invoice/manifest described in a) or can be a separate cash reconciliation form produced locally and provided by management.**
 - (vi) To ensure that all items picked up or delivered are as per the waybill or, to obtain, a signature from the customer confirming the change of information.
 - (vii) To provide and update shippers and consignees with current shipping information, schedules and necessary documents. Such information to be supplied to the Owner/Operator upon request;
 - (viii) To use his best efforts, with assistance from the GCX Sales Department, to solicit and obtain new accounts and customers within their assigned Territory to the mutual benefit of both Greyhound and the Owner/Operator.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (b) To refuse to accept packages or baggage which are obviously not in a suitable condition to take ordinary handling by Greyhound or the Owner/Operator or which would otherwise be unsuitable or unsatisfactory for transportation by Greyhound;
- (x) To protect at all times all customer and/or Company property tendered to the Owner/Operator and shall exercise extreme caution and care to prevent said property from being lost, stolen, damaged or destroyed in any way.
- (xi) To hold the Company harmless for any damage to any shipper's or receiver's facilities or equipment.

f) Service Equipment

The Owner/Operator will provide and maintain at his sole cost and expense a vehicle and equipment suitable for provision of the Services in a prompt, efficient and businesslike manner. In the event of an accident or mechanical failure, the Owner/Operator will make every effort to facilitate the prompt repair(s) and/or procurement of a replacement vehicle, such that there is minimal disruption to Services.

Communications Equipment

- (i) The Owner/Operator shall have suitable Communication Equipment ("Equipment");
- (ii) If the Owner/Operator purchases such equipment, he shall be responsible for the costs of installing, repairing, insuring, and maintaining suitable Communication Equipment;
- (iii) If the Owner/Operator leases Equipment from Greyhound (the "Leased Equipment") the Leased Equipment and all replacement parts and accessories thereto, are and shall remain the exclusive property of Greyhound. Installations and maintenance costs (other than intentional damage) are part of the lease rate detailed below.

The leased Equipment may be removed from the Owner/Operator's vehicle by Greyhound for the purpose of repair or replacement at a mutually agreeable time. Upon the termination of this Contract for Services the Owner/Operator agrees to make his vehicle available to Greyhound for the removal of any Leased Equipment.

The Owner/Operator shall have the right to be present (with Union representation if he so desires), when Greyhound is servicing, replacing, examining or removing the Leased Equipment;

The parties hereby acknowledge and agree that Greyhound will hold any monies due to the Owner/Operator until such a time the Owner/Operator's vehicle is made available to Greyhound for removal of the Equipment. If the vehicle is not made available within ten (10) days, it will be construed as being a willful

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

conversion by the Owner/Operator and appropriate action will be taken by Greyhound;

The monthly rental rate payable by the Owner/Operator to Greyhound for leased Equipment shall be forty dollars (\$40.00) and shall be deducted by Greyhound from the monthly invoice payable to the Owner/Operator.

- (iv) Discussions will be held between the Company and the Union, before revising this section, to reflect the costs of new technology.

g) Policies And Guidelines

The parties acknowledge and agree that their businesses will benefit by maintaining high standards when providing the Services to Greyhound customers and accounts and by emphasizing Greyhound presence to the public, and to that end the following policies and guidelines have been established to increase the Owner/Operator's opportunity for profit.

- (i) **Vehicle Paint:** The Owner/Operator's vehicle shall be factory white or when re-painted, Greyhound White color N1242H shall be used. The vehicle shall be maintained in a professional operating condition at all times. If, in the Company's opinion, the vehicle does not meet this operating condition, the Owner/Operator will bring the vehicle up to this standard and repair any significant external visible damage to the vehicle within thirty (30) days of receiving written notice from Greyhound to do so.

- (ii) **Decal and Signage Package:** The Owner/Operator's vehicle shall display only the name and insignia of Greyhound, and/or such other signage to which Greyhound may agree.

Greyhound shall supply the Owner/Operator with a decal and signage package appropriate for the Owner/Operator's vehicle. The first decal and signage package shall be supplied and installed at Greyhound's expense, provided that the Owner/Operator shall be obliged to pay Greyhound for decal and signage package (at Greyhound cost) if this Contract for Services is terminated within seventy-five (75) days of the date the Owner/Operator commences to provide Services under this Contract.

Any replacement decal and signage packages (or parts thereof) shall be purchased by the Owner/Operator from Greyhound at Greyhound Cost; the installation cost shall also be Owner/Operator's responsibility. If a replacement decal and signage package (or part thereof) is required as a result of a change in the design or name required to be displayed, or the Owner/Operator purchases a new vehicle Greyhound shall supply and install the replacement decal and signage package to the Owner/Operator without cost.

Upon termination of the Contract for Services the Owner/Operator will make his vehicle available for the removal of the decal and signage package. Costs of such removal will be the responsibility of Greyhound.

The Union emblem may be worn on uniforms. Owner/Operators may place an appropriate official emblem of the International Union on their vehicles.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Said emblem shall be placed where designated by the Company, in full view of the public. Such emblem is to be furnished by the Union and the cost of installation, maintenance of same and replacement to be borne by the Union.

- (iii) **Uniforms:** The Owner/Operator shall wear a uniform, designated or approved by Greyhound, at all times while the Services are being provided to Greyhound customers and accounts and the Owner/Operator shall keep the uniform in a clean and presentable condition at all times.

The Owner/Operator shall purchase the uniform from Greyhound at one-half (1/2) of Greyhound cost provided that the Owner/Operator shall be obliged to pay Greyhound the unpaid balance of Greyhound cost of the Uniform if this Contract for Services is terminated by the Owner/Operator within seventy-five (75) days of the date the Owner/Operator commences to provide Services under this Contract.

A complete uniform shall consist of one (1) summer jacket every two (2) years, one (1) winter jacket every two (2) years, three (3) summer shirts every one (1) year, three (3) winter shirts every one (1) year, three (3) pairs of pants every two (2) years, two (2) pairs of shorts every two (2) years and, 1 Greyhound ball cap every one (1) year.

Any replacement or accessory items (such as shirts, vests, ties or hats) shall be purchased from or approved by Greyhound. Greyhound agrees that any replacement or accessory items that it sells to the Owner/Operator will be sold at Greyhound's cost.

The Owner/Operator agrees to surrender, upon termination of this Contract for Services or upon request, all badges, insignia, emblems, flashes and other symbols identified with Greyhound.

The Owner/Operator shall be responsible for cleaning and maintaining the uniform in a presentable condition at all times. In the event Greyhound changes the color of the uniform or any part of the uniform before replacement of said uniform or part thereof Greyhound will replace said uniform or part thereof at Greyhound's expense. Dress other than that purchased through or provided by Greyhound will not be worn unless approved in writing by Greyhound.

- (iv) **General:** The Owner/Operator agrees to adopt and comply with all policies and guidelines developed by Greyhound from time to time which are necessary to properly service Greyhound customers and accounts. Greyhound will provide the Owner/Operators and Union with an opportunity for discussion of any new policies or guidelines prior to implementation.

The actual performance and supervision of the Services provided by the Owner/Operator under this Contract for Services shall be by the Owner/Operator, but Greyhound shall designate a representative or representatives who shall at all times be permitted to observe or inspect the Services being performed by the Owner/Operator in the

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

form of a ride-a-long to determine whether the Services are being performed by the Owner/Operator in accordance with the terms and conditions of this Contract for Services.

h) Liability

The Services to be performed under this Contract for Services will be entirely at the Owner/Operator's risk and Greyhound shall not be responsible or held liable for any injury or damage to person or property resulting from the use, misuse, loss or failure of any equipment used by the Owner/Operator.

i) Covenants of the Owner/Operator

The Owner/Operator covenants and agrees that during the course of providing Services he shall:

- (i) Devote the necessary time and his best efforts to provide the Services;**
- (ii) Comply with all of the terms and conditions of this Contract for Services;**
- (iii) Provide the necessary provincial and municipal license plates and to insure any motor vehicle used to provide the Services under this Contract;**
- (iv) Comply with all federal, provincial and municipal laws, rules and regulations that are now or may be in the future applicable to the Owner/Operator's business, equipment and persons engaged in providing the Services under this Contract; including, without restricting the generality of the foregoing, the provisions of the Highway Traffic Act, and any statutes or regulations which govern the operation of motor vehicles in the Province in which they operate;**
- (v) Maintain and operate any motor vehicle used to provide the Services in a manner which will permit the Own /Operator to perform his obligations under this Contract for Services with safety and promptness and in a manner which maintains the high standards that Greyhound customers and accounts expect;**
- (vi) Pay all federal and provincial government assessments, including, income tax, Canada Pension Plan and Employment Insurance owing in respect of payment for services received from Greyhound pursuant to paragraph (f) of this Contract for Services;**
- (vii) Apply for and be covered by Workers' Compensation and pay all premium assessments where permitted by law, and provide proof on a quarterly basis of payment of assessments and coverage;**
- (viii) Abide by the service options of the shipper on all waybills and shipping documents;**

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (ix) Give Greyhound immediate notice of all claims made by Greyhound customers or accounts arising out of provision of the Services by the Owner/Operator and of all thefts, losses, destruction, delay or damage to package express or baggage first discovered or occurring during the time that the Owner/Operator had custody or control of such package express or baggage;
- (x) Not divulge to any person, firm or corporation any trade secret, procedure or techniques disclosed to him by Greyhound;
- (xi) Not divulge to any person, firm or corporation the name or address of any of Greyhound customers or accounts;
- (xii) Not participate or be engaged in any activity which, either directly or indirectly, competes or interferes with Greyhound business or the provision of the Services by the Owner/Operator under this Contract.

J) Covenants Of Greyhound

Greyhound covenants and agrees:

- (i) To comply with all terms and conditions of this Contract;
- (ii) To pay the invoice submitted by the Owner/Operator pursuant to paragraph (f) of this Contract for Services;
- (iii) To provide the Owner/Operator with current shipping information, tariffs, schedules, necessary documents, and Non-credit account notices;
- (iv) To be responsible for billing on behalf of the Owner/Operator wherever the shipper or consignee has a charge account authorized by Greyhound.
- (v) To provide the Owner/Operator with suitable dispatch services.
- (vi) To provide territory coverage when, in the judgment of the Company, an emergency situation prevents the Owner/Operator from providing his contractual services. Such coverage shall be at no cost to the Owner/Operator; the Owner/Operator cannot invoice Greyhound for such day(s) revenue.
- (vii) To work with the Owner/Operator in reducing unnecessary delays in the Owner/Operator's off loading/loading of product at the depot or GCX warehouse locations, where such delays are a result of Greyhound owned equipment or Greyhound staffing issues.
- (viii) To make Greyhound training that relates to the Owner/Operator's Contract for Services available. The Owner/Operator will be charged for said course as per the rates in paragraph (f) or, has the option of obtaining such training from an alternate Greyhound approved source.

ATU 1374 - GCTULC 2011 - 2014 Collective Bargaining Agreement

Some training may be provided in accordance with training rates of pay for the Owner/Operator, as per paragraph (f).

k) Insurance

The Owner/Operator shall, at his sole cost and expense, obtain and keep in force throughout the term of this Contract for Services the following policies of insurance:

- (i) Comprehensive and general liability insurance, including, without limitation, contractual liability insurance in respect of any act, omission or negligence for which the Owner/Operator may become liable to indemnify Greyhound under the terms of this Contract, and non-owned automobile insurance, against claims for personal injury, death or property damage or loss howsoever arising out of the operations of the Owner/Operator to the combined limit as may be reasonably required by Greyhound from time to time but in any case, of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death to a single person or in respect of any one accident concerning property damage;
- (ii) Owned automobile insurance (with respect to any vehicle owned by the Owner/Operator and used under this Contract for Services) providing third party liability insurance with Two Million Dollars (\$2,000,000.00) inclusive limits;
- (iii) Owner/Operators must be bondable in order to enter into, and maintain, a Contract for Services with Greyhound.

Greyhound will supply the Owner/Operator with the application. The Owner/Operator is responsible to supply to Greyhound a properly completed application for bonding and insurance.

- (iv) For the term of this collective agreement, the combined insurance rate for the Comprehensive and General Liability Insurance (i) and the Cargo Bond (v), payable by each Owner/Operator, will be fixed at the sum of \$250.00 per annum;
- (v) A cargo fidelity bond in the amount of no less than One Hundred Thousand Dollars (\$100,000.00) for any one occurrence in respect of damage or loss which may occur to cargo belonging to Greyhound's customers while in the possession of the Owner/Operator;

Each policy of insurance, except owned automobile insurance, which the Owner/Operator is required to obtain and maintain pursuant to paragraph (n) above shall name Greyhound as an additional named insured and shall include a cross liability and/or severability of interest clause protecting Greyhound against claims by the Owner/Operator as if Greyhound were separately insured and protecting the Owner/Operator against claims by Greyhound as if the Owner/Operator were separately insured

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Each policy of insurance which the Owner/Operator is required to obtain and maintain pursuant to paragraph (n) above shall be in a form and with an insurer satisfactory to Greyhound.

i) Indemnity

The Owner/Operator will defend, indemnify and save harmless Greyhound from and against any and all claims, demands, actions, causes of action, losses, damages, costs, charges, liabilities and expenses (including, but not limited to, actual legal fees paid by Greyhound and costs of any action) of whatever kind or character on account of any actual or alleged loss resulting from;

- (i) Injury, death, damage or loss to any person, firm or corporation or to any property arising out of, pertaining to or in connection with the Services performed by the Owner/Operator under this Contract;
- (ii) The issuance by the Owner/Operator of any false or fraudulent customer or company property, waybill or other shipping document or the giving of any false or fraudulent receipt for package express or baggage or for charges collected;
- (iii) Theft, embezzlement, or defalcation on the part of the Owner/Operator;
- (iv) Failure of the Owner/Operator to make the collections and remittances, required by this Contract for Services, to Greyhound;
- (v) Failure of the Owner/Operator to comply strictly with all federal, provincial and municipal statutes, laws, by-laws and regulations including, but not limited to the required Workers' Compensation coverage applicable to the services to be performed by the Owner/Operator under this Contract for Services;
- (vi) Failure of the Owner/Operator to pay all federal and provincial government assessments, including, but not limited to income tax, Workers' Compensation, Canada Pension Plan and Employment Insurance owing in respect of payment for services received from Greyhound pursuant to paragraph (f) of this Contract for Services;

m) Termination

1. The parties agree that a breach of any of the following obligations, or the occurrence of any of the following events, shall be deemed to be a fundamental breach of this Contract for Services giving the party not in breach a right to terminate the Contract for Services immediately by delivering a written notice to the other party setting out the effective date of the termination and, the rights and liabilities of the parties shall thereafter be determined in accordance with this paragraph and its subsections:
 - (i) If the Owner/Operator is found guilty of theft or fraud or any other indictable criminal offence;

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (ii) If the Owner/Operator drives without a license in the course of performing his Contract for Services;
- (iii) If the Owner/Operator fails to remit money, waybills or, other shipping documents collected from customers to Greyhound or issues fraudulent waybills, shipping documents or receipts;
- (iv) If the Owner/Operator is in breach of his obligations under this Contract for Services; notwithstanding this right, should the breach not be of a fundamental nature, the Company may elect to issue a written notice to the Owner/Operator, stating the nature of the non-conformance, the requisite corrective action and, the time period in which to make such corrections. There will be at least one meeting between the Company and the Owner/Operator and, at the Owner/Operator's discretion, the Union, regarding the notice letter prior to termination of the Contract for Services. Such written notice shall not be admissible in any arbitration proceedings or for the purpose of just cause termination of the Contract for Services after a period of two (2) years after the date of entry, providing that no similar notice letter has been issued during that time.
- (v) If the Owner/Operator fails to take reasonable actions to prevent or defend assiduously, any action or proceeding brought against him arising out of provision of the services under this Contract for Services;
- (vi) If the Owner/Operator becomes bankrupt, commits an act of bankruptcy, makes an assignment for the benefit of creditors or otherwise, or if a receiver or receiver-manager of his assets is appointed;
- (vii) Any act or omission by the Owner/Operator that, as a matter of law, would constitute cause for termination of this Contract for Services.

2. Right To Terminate

1. This Contract for Services may be terminated by the Owner/Operator giving Greyhound fourteen (14) days written notice. Or this Contract for Services may be terminated immediately by the Owner/Operator at any time by written notice to Greyhound setting out the effective date of the termination if Greyhound fails, without justifiable cause, to make punctual payment of all sums due to the Owner/Operator Service Equipment of this Contract for Services and the rights and liabilities of the parties shall thereafter be determined in accordance with the provisions of point 3.
2. If Greyhound terminates this Contract for Services without a breach in the Contract for Services but as a result of the elimination of a territory. Greyhound agrees that it shall give the Owner/Operator fourteen (14) day's notice or, fourteen (14) day's payment in lieu of notice.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

3. Rights And Liabilities On Termination

- (i) In the event this Contract for Services is terminated by either Greyhound or the Owner/Operator pursuant to points 1 and 2, the Owner/Operator shall on or before the effective date of termination:
 - a) Submit all waybills, shipping documents, delivery receipts and charges collected from shippers or consignees, to Greyhound;
 - b) Deliver all customer or company property not previously delivered to consignees or Greyhound, to Greyhound;
 - c) Allow Greyhound to remove any Leased Equipment from the Owner/Operator's vehicle at a location designated by Greyhound in accordance with paragraph Service Equipment of this Contract for Services;
 - d) Remove and return any insignia, crests or markings from the uniform;
 - e) Make their vehicle available to Greyhound and allow Greyhound to remove any insignia or markings on the Owner/Operator's vehicle required to be displayed pursuant to paragraph O/O-8(f)(III) Service Equipment. Greyhound will bear such cost of removal, as well as the cost of any reasonable damage which may arise from removing the decal package from the vehicle.
- (ii) Greyhound shall, within ten (10) working days after the Owner/Operator has fulfilled his obligations under point 3 (A), prepare a final accounting of monies owed to the Owner/Operator and issue a cheque in favour of the Owner/Operator for the total amount owing to the Owner/Operator, less any monies owing by the Owner/Operator to Greyhound pursuant to the terms of this Contract for Services. The termination of this Contract for Services shall not affect or prejudice rights, remedies or obligations of either party which arose prior to the effective date of the termination and each party shall be and remain liable in respect of all outstanding obligations and liabilities pursuant to the terms of this Contract for Services notwithstanding termination of this Contract for Services.
- (iii) The Owner/Operator acknowledges that upon termination of this Contract for Services the Owner/Operator is not entitled to receive from Greyhound any sum allocable or intended as payment in satisfaction of goodwill or any other terminology in recognition or in supposed recognition of the pick-up and delivery service provided by the Owner/Operator pursuant to the terms of this Contract for Services.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (iv) Notwithstanding any other provision in this Contract, this Contract for Services shall be temporarily suspended and no payment shall be due to the Owner/Operator for and during any period in which Greyhound operations are suspended by Greyhound due to a labour stoppage, lockout, or any other situation.
- (v) Confirmation of Contract for Services

At the termination of a Contract for Services, Owner/Operators who have completed their trial period will, upon request, be given a letter confirming their Contract for Services and including the duration of said Contract for Services.

n) Non-Competition

In consideration of Greyhound entering into this Contract for Services with the Owner/Operator and allowing the Owner/Operator to service Greyhound customers and accounts, the Owner/Operator hereby covenants, agrees, acknowledges and confirms that during the term of this Contract, and for a period of sixty (60) days from the termination of this Contract for Services by the Owner/Operator or by Greyhound, the Owner/Operator shall not either personally or by his agent, or by letters, circulars, advertisements or in any other manner whatsoever, whether on his own behalf or on behalf of any person, firm, association, syndicate, company or corporation, canvass, solicit, or do business of a similar nature as that of Greyhound with any person, firm, association, syndicate, company or corporation who:

- (i) are Greyhound customers or accounts at the time of termination of this Contract for Services;
- (ii) have been Greyhound customers or accounts in the six (6) months preceding termination of this Contract for Services;
- (iii) are located in the operating area within which the Owner/Operator has provided services under this Contract for Services; and became known to the Owner/Operator by reason of the Owner/Operator having provided the services under this Contract for Services.

The Owner/Operator acknowledges that any and all trade secrets, procedures, techniques and materials now and hereinafter provided and/or revealed to him by Greyhound are revealed in confidence and the Owner/Operator expressly agrees to keep and respect the confidence so reposed in him by Greyhound, and upon the termination of this Contract for Services for any cause or by any means whatsoever the Owner/Operator covenants and agrees that he shall not, either directly or indirectly, for any purpose whatsoever, use any of Greyhound trade secrets, procedures, techniques or materials provided and/or revealed to him pursuant to this Contract for Services, including without limiting the generality of the foregoing:

- (i) All manuals, bulletins, instruction sheets and supplemental thereto; and

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (ii) All documents, forms and advertising matter used from time to time in connection with the services provided under this Contract for Services.

The Owner/Operator acknowledges that a breach of paragraph (s) would result in damage to Greyhound and that Greyhound could not adequately be compensated for such damage by monetary award. Accordingly, the Owner/Operator agrees that in the event of any such breach, in addition to the exercising any and all other remedies available to Greyhound at law or in equity, it is appropriate that Greyhound apply to a court of competent jurisdiction for relief by way of restraining order, injunction and/or declaration in order to ensure compliance with the terms of this Contract for Services.

The Owner/Operator acknowledges and agrees that all restrictions placed upon him by this Contract for Services are necessary and fundamental to the protection of the goodwill and the business of Greyhound and are reasonable and valid and, accordingly the Owner/Operator hereby waives all defenses to the strict enforcement by Greyhound of such restrictions.

o) General

- (i) This Contract for Services contains all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other contracts, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto, and all prior contracts and understandings are superseded hereby. No director, employee or agent of Greyhound has any authority to make any representation or promise not contained in this Contract for Services, and the Owner/Operator agrees that they have executed this Contract for Services without reliance upon any such representation or promise. This Contract for Services cannot be modified or changed except by written instrument signed by all of the parties hereto.
- (ii) The parties hereto covenant and agree to execute all such further documents and perform all such further acts or deeds as may reasonably be required from time to time in order to carry out the terms of this Contract in accordance with its true intent.
- (iii) If any covenant or other provision of this Contract is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, such covenant or other provision shall be severed from this Contract for Services; all other conditions and provisions of this Contract shall nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
- (iv) In this Contract for Services, all references to the singular shall be construed to include the plural where the context so admits and all references to the masculine shall be construed to include the feminine gender and trans-gender
- (v) Time shall be of the essence hereof.
- (vi) This Contract for Services shall enure to the benefit of and be binding upon Greyhound and the Owner/Operator and their respective heirs,

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

executors, administrators, personal legal representatives, successors and permitted assigns.

- (vii) Any notice required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand or mailed by certified or registered mail, postage prepaid, addressed as the respective parties (the Company, the Union, and the Owner/Operator) may in writing advise. Any such notice shall be deemed to have been given and received upon delivery or, if mailed, on the third business day following the mailing thereof.
- (viii) The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Contract for Services shall not be a waiver of that party's right to at any subsequent time enforce all of the terms and conditions of this Contract for Services.
- (ix) All rights granted to either party under this Contract for Services shall be cumulative and no exercise by either of the parties of any right under this Contract for Services shall restrict or prejudice the exercise of any other right granted under this Contract for Services or otherwise available to that party.
- (x) The Owner/Operator shall not assign or sub-contract any of their rights or duties under this Contract for Services without the prior written consent of Greyhound. Such consent may be revoked at any time at the discretion of the Company. It is appreciated from time to time, that a substitute driver may be used to perform services in the Owner/Operator's scheduled territory. Work performed by any relief driver will be regarded, in all instances, as work performed by the Owner/Operator.
- (xi) The Owner/Operator must secure approval from Greyhound of their replacement prior to the relief driver assuming the duties. The Owner/Operator agrees the relief driver is acting on behalf of the Owner/Operator and the Owner/Operator assumes all responsibilities for action of the relief driver.
- (xii) The Owner/Operator assumes all liability for compensation, insurance and Workers' Compensation for any person operating their vehicle(s) in relation to this clause.
- (xiii) This Contract for Services shall be governed and construed in accordance with any applicable Federal, Provincial or Municipal laws of the Owner/Operator's operating area.
- (xiv) Owner/Operators may invoice the Company for actual time spent in requested meetings called by the Company. The billing rate shall be the training rate as set out in O/O-8(d) Payment for Services. Voluntary meetings called by the Company shall not be subject to invoicing by the Owner/Operator.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Schedule A: "Owner/Operator's Territory"

The Owner/Operator's Territory shall include the area within the boundaries marked in red on the attached map:

Schedule B: "Contract for Services"

Shall contain all items from the collective agreement Article 6 section O/O-8 Contract for Services.

Schedule C:

All letters of understanding related to Owner/Operators.

LOU #16 and 22 from this CBA will be included herein.

Schedule D: "Miscellaneous Charges Allowed"

Shall contain the following:

1. Cell Phone or Pager charge backs, if required.
2. Specific rates may be negotiated in this Schedule, to address one time issues or special services unique to that territory. This can include, but is not limited to: mileage charge for specific stop, flat rate pickup charge, skid rate.
3. Other items as arising out of the course of contractual relationship between the parties.

Should anew or different situation develop in the future, Schedule "D" will be reviewed at the contractor's request.

Schedule "D" will expire on December 31st, 2006 and will remain in effect until a new collective agreement is reached.

If an impasse is reached in negotiating Schedule "D" Miscellaneous it is agreed that Article 6 Section O/O 7 does not apply. Instead, either the Company or the Owner/Operator may submit the determination of Schedule "D" (only) to a Dispute Resolution Panel that shall follow the following guidelines:

- (i) It shall be a three (3) member panel with one nominee from management, one nominee from the Union Executive and third independent person to be agreed upon by the other two nominees.
- (ii) The Dispute Resolution Panel shall determine its own procedure other than the procedures contained herein.
- (iii) Each party shall submit to the Dispute Resolution Panel its "last offer" and reason therefore from the negotiations.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (iv) The Dispute Resolution Panel shall attempt to come to a unanimous decision on Schedule "D" but if a unanimous decision cannot be reached, then a majority of the Dispute Resolution Panel shall select the Schedule "D" from one of the two last offers.
- (v) The decision is final and binding on all parties.
- (vi) Time is of the essence and accordingly, the parties will use their best efforts to resolve the Schedule "D" issue within forty-five (45) days of the submission to the Dispute Resolution Panel.

SECTION O/O-9 DAY, WEEK AND MONTH DEFINED

A "Day" as used in this Article shall mean a calendar day of twenty-four (24) hours commencing at midnight and ending at midnight twenty-four (24) hours thereafter.

A "Week" as used in this Article shall mean a calendar week of seven (7) days commencing at midnight on Saturday and ending at midnight Saturday, seven (7) calendar days thereafter.

A "Month" as used in this Article shall mean a calendar month.

SECTION O/O-10 RRSP FOR OWNER/OPERATOR

- a) The Company will introduce a group RRSP for Owner/Operator only. To be effective January 1, 1994 or as soon as feasible thereafter.
- b) The Owner/Operator will contribute in a calendar year any amount up to a maximum of 91% of 18% of gross income from the Company in the year subject to the maximum permitted under the Income Tax Act (18% earned income subject to a dollar limit specified in the Income Tax Act) for the year with no carry forward from previous years. The Company will contribute to the Owner/Operator RRSP an amount equal to \$1.00 for each \$10.00 contributed by the Owner/Operator up to a maximum of 90% of 18% of gross income from the Company in the year. Such contributions will be made monthly.
- c) The Owner/Operator will select the funds in which the RRSP will be deposited from those offered by the issuer of the RRSP subject to the rules established by the issuer.
- d) All contributions to the RRSP, both by the Company and the Owner/Operator, will be locked-in to the RRSP as long as the Owner/Operator is providing services to the Company or until age 55 if later, subject to the maximum age specified in the RRSP legislation.

SECTION O/O-11 POSTING OF VACANT ROUTES

These provisions as here set out are for the purpose of acquiring new or vacant routes only. There is no bumping allowed. Owner Operators may only apply for routes in their existing operational location.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (i) Owner Operator's contractual service time with the Company shall be determined by and commence from the actual date on which the Owner Operator first performed work and received remuneration as an Owner Operator. If more than one Owner Operator starts on the same day, then the drawing of lots shall determine their order. A list indicating each owner operator's contractual start date shall be provided by the Company to the Union Office twice per annum.
- (ii) All vacant and newly created routes within the operating location shall be posted on bulletin boards accessible to all Owner Operators in that operating location for a period of seven (7) days. The posting shall include the truck size required to service the area and, the physical boundaries of the route. Owner Operators wishing to apply for the vacancy must make their application within the seven (7) day period.
- (iii) The Company will provide financial information regarding the vacant route, in order to determine the approximate gross income of the route. Such information is not to be construed as guarantee and is based upon historical data.
- (iv) The Owner Operator with the most contractual service time shall be awarded the vacant route and subsequent Contract for Services. The Owner Operator must be capable of commencing operation of the route upon closure of the notice of vacancy, including provision of the appropriate equipment. The successful applicant has a period of forty-five (45) calendar days to acquire the correct size truck or van, and install decals, radios and other equipment deemed necessary for the operation of the route.
- (v) Any subsequent vacancies shall follow the process detailed above.
- (vi) The Operating Locations are: Winnipeg, Edmonton, Calgary and, the Greater Vancouver Regional District (GVRD).

SECTION O/O-12 BULLETIN BOARDS

The Owner/Operators will be allocated space on the Company's bulletin boards where notices pertaining to meetings, social events, other proper union matters and route postings will be permitted.

SECTION O/O-13 ATTENDING COURT

An Owner/Operator who is instructed in writing by the Company to attend court, inquests, or other investigation, or is subpoenaed in reference to accidents or other acts related to his provision of contracted service, will be paid all necessary actual expenses in connection with his attendance there at, and will be compensated for loss of work using his hourly rate of pay as follows:

- (i) If time required in attendance is four (4) hours or less, he will be paid for four (4) hours.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (ii) If time required in attendance exceeds four (4) hours, he will be paid for eight (8) hours of pay.
- (iii) An Owner/Operator receiving compensation, as set out above, will remit to the Company any witness or court fee, expenses or other remuneration received by him from others.

SECTION O/O-14 CONFIRMATION OF CONTRACT FOR SERVICES

At the termination of a Contract for Services, owner/operators who have completed their trial period will, upon request, be given a letter confirming their Contract for Services and including the duration of said Contract for Services.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**ARTICLE 6
TERMINATION**

Duration

This Agreement is executed pursuant to the provisions of "The Canada Labour Code", and will be in effect from April 1, 2011 to March 31, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers; thereunto duly authorized this 22nd day of July, 2011.

FOR: GREYHOUND CANADA TRANSPORTATION CORP.

Chris Batty	<i>Director Labour Relations</i>
Mel Levandoski	<i>Labour Relations Manager</i>
Stephen Hutchings	<i>Director PAX Service Western Canada</i>
Brett Carlos	<i>Director Maintenance</i>
Brad Scott	<i>Regional GCX Manager Western Canada</i>

FOR: AMALGAMATED TRANSIT UNION LOCAL 1374

Gary Galbreath	<i>President Business Agent</i>
Bob Swyryda	<i>Vice-President</i>
Amanda West	<i>Financial Secretary Treasurer</i>
Doug Wrench	<i>BC Executive Board Member</i>
Dan Blalobzski	<i>Alberta Executive Board Member</i>
Darren Thoresen	<i>Sask. Executive Board Member</i>
Eric Carr	<i>Manitoba Executive Board Member</i>
Guilles Tessier	<i>Ontario Executive Board Member</i>
Jeff Meinick	<i>Maintenance Executive Board Member</i>
Frank Smathers	<i>Terminal Executive Board Member</i>

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**INDEX
LETTERS OF UNDERSTANDING (LOU),
INTENT (LOI) AND AGREEMENT (LOA)**

LOU#	SUBJECT
1	NON-LEASING OUT OF COMPANY TERMINALS
2	LOCATION CHANGES: HOME TERMINALS OR DIVISION POINTS.
3	BC DIVISION BID RESTRICTIONS
4	TEMPORARY DISPATCH POSITIONS
5	COACHWAYS OPERATORS
6	EXCHANGE OF SENIORITY LOCALS 1374/1415
7	CONTINUED REGISTRATION OF PENSION PLAN.
8	CONTRACTING OUT
9	SEASONAL EMPLOYEES
10	RETIREE EXTENDED HEALTH CARE PLAN
11	POST RETIREMENT OPTION FOR OPERATORS
12	POST RETIREMENT OPTION FOR HOURLY EMPLOYEES
13	COLLECTIVE AGREEMENT PRINTING
14	DEREGULATION OR COMPETITIVE LICENSING
15	CONTRACTING OUT, OWNER OPERATORS
16	MAVERICK DIVISION
17	GRANDFATHERED CLASS A3 NON-LICENSED MECHANICS
18	DAILY VACATION
19	ACQUIRED BUS LINE REAFFIRMING ARTICLE I SECTION 17.
20	TRAVEL GUIDE ELIGIBILITY
21	CREDITED PENSION SERVICE WHILE ON LTD.
22	DRIVER TRAINERS' GUIDELINES
23	MANITOBA COMMON BOARD
24	CONTRACTING OUT SCHEDULED BUS ROUTES
25	DEFINED CONTRIBUTION PLAN
26	PENSION INFORMATION
27	MASTER AND INTERIM BIDS
28	COMMUTED VALUE UPON TERMINATION
LOI #1	CONSIDERATION IN THE PROMOTION OF EMPLOYEES
LOA#1	NON-PUNITIVE DISCIPLINE
LOA#2	COST OF UNIFORMS
LOA #3	OPERATOR COMPENSATION WHEN INSTRUCTED TO REPORT FOR MEETINGS
LOA #4	CASH OVERRAGES/SHORTAGES TERMINAL EMPLOYEES
LOA #5	TRUCK TRAINING – MASTER BIDS

ATU 1374– GCTULC 2011 – 2014 Collective Bargaining Agreement

**LETTER OF UNDERSTANDING #1
NON-LEASING OUT OF COMPANY TERMINALS**

April 1, 2011

The Company agrees that for the life of the Labour Agreement, which commences January 1, 2003, the Company will not lease out Company operated terminals at Calgary, Edmonton, Winnipeg, Vancouver and Coquitlam.

**LETTER OF UNDERSTANDING #2
LOCATION CHANGES:
HOME TERMINALS OR DIVISION POINTS**

April 1, 2011

This is to advise that before any change in the location of home terminals or division closures are considered, discussions will be held with the Union office and personnel concerned to reach a mutually agreeable transition. Should the parties be unable to reach an agreement, the Company reserves the right to make the final decision.

**LETTER OF UNDERSTANDING #3
BC DIVISION BID RESTRICTIONS**

April 1, 2011

It is understood and agreed that within the BC Division, Operators may only bid into one of five locations (that is Vancouver, Kamloops, Kelowna, Smithers or Prince George) on a Masterbid and after so bidding must remain at that location for the duration of that Masterbid except when an Operator is laid off, in which case, he may exercise his rights in accordance with Section 9 and 31 of the Collective Agreement and after exercising these rights will not be allowed to bid any vacancy or new position posted at other locations until the next Masterbid.

NOTE: an Operator who is not entitled to bid due to being off on STD, LTD or WCB/WSIB under Section 33 (last paragraph) may, if his intentions are to change home location on the Masterbid, bid the specific home location he intends to relocate to. However, as per Section 33 he cannot bid a specific trip or Spareboard position in this location, but must bump in normal fashion when he is cleared to do so under Section 10(c) and 32(g).

NOTE: for all purposes of this Agreement, Coquitlam is part of the Vancouver Home Location for Operators.

If an Operator within the BC Division cannot hold any position(s) at his Home Location at his "Bid Time" on a Masterbid, he shall be considered as "laid off" from that Home Location regardless if he, at his designated "Bid Time", bids another "Home Location" within the BC Division. As such, the phrase "Home Location" as referred to in Section 31(b), shall also, within the BC Division, be considered as meaning "Home Location".

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Example: If for example a Kamloops Operator cannot hold anything in Kamloops at his bid time, he can bid Vancouver, and on the next Masterbid he would be allowed to bid back in to a lay off in Kamloops.

An Operator, within the BC Division, wishing to bid any available positions within the BC Division has to do so at his designated bid time. If he does not bid, he will be placed onto the Spareboard at his "Home Location", or if there are no available Spareboard positions he will be assigned to any still available regular assignment, at his Home Location. If there are no available positions at his Home location, he will be laid off at his home location. The fourteen (14) day bump provision in Section 31(d) will not be applicable. However, the fourteen (14) day bump provision in Section 31(d) will apply to any future openings within the BC Division.

Example: An Operator who falls to bid at his home location may not apply Section 31(d) to bump into another home location. If the Operator wishes to bid another location he must do so at his designated bid time.

An Operator within the BC Division that as a result of a lay off is working in another location, within the BC Division, will be permitted to bid back, on Spareboard increases, between Masterbids, to the location he was laid off from.

Example: To allow laid off Operators to bid back "home" as soon as there is a Spareboard opening between Masterbids.

LETTER OF UNDERSTANDING #4 TEMPORARY DISPATCHING POSITIONS

April 1, 2011

It is agreed that when temporary dispatching positions become available, same will be posted in the area in which the vacancy occurs for information purposes only.

NOTE: see Section 11(c).

LETTER OF UNDERSTANDING #5 COACHWAYS OPERATORS

April 1, 2011

For the purpose of this LOU the term "Canadian Coachways" is referred to as CCW.

It is agreed all CCW territory is grandfathered and protected by the former CCW Operators. It is further agreed that the protected area shall extend to all present runs in all locations where CCW Operators are employed until such time as the last former CCW Operator has retired from such location.

Protected former CCW Operators shall be those CCW Operators hired prior to December 31, 1991.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Protected CCW work shall be all regular CCW assignments by division as follows:

Edmonton "A" Division,

Dawson Creek, (including Whitehorse, Grande Prairie, and Fort Nelson),

Peace River,

Prince George (including Smithers).

Bidding Procedures:

In all divisions that contain CCW protected work, the former CCW Operators shall bid first on all Master Bids on all posted CCW assignments or common Spareboard positions. (A CCW Operator who forgets to bid on his posted bid time will be placed onto the common Spareboard in normal fashion).

The GCTULC Operators will then commence bidding on all GCTULC assignments, any left over CCW assignments and the common Spareboard.

Any Operator on the common Spareboard may bid on any Temporary assignment or charters within their normal division.

CCW Operators on the common Spareboard, or on protected CCW work, shall have first choice to bid on any permanent vacancies within the CCW protected division.

GCTULC Operators on the common Spareboard, or on GCTULC work, shall have first choice to bid on any permanent vacancies within the GCTULC protected division.

Laid off CCW Operators can only bump within their own protected work area, or onto the common Spareboard within their Division. In the event there is no Junior CCW Operators or any GCTULC Operator on the CCW protected work or any Junior Operators on the common Spareboard within their own Division, they may bump any Junior CCW Operator, or any Junior Greyhound Operator holding CCW protected work only, or any Junior Operator on the common Spareboard in any other Division that contains CCW protected work only.

LETTER OF UNDERSTANDING #6 EXCHANGE OF SENIORITY LOCALS 1374/1415

April 1, 2011

It is agreed that Operators of Greyhound Canada Transportation Corp. who are members of Local 1374 and those Operators of Greyhound Canada Transportation Corp. (Eastern Region) who are members of Local 1415 who desire to exchange Locals, shall, provided they secured consent of the Company and the Union, be permitted to do so subject to the provisions of Section 31(f) of the Labour Agreement with Local 1374 and Article G-41 of the Labour Agreement with Local 1415 as they both apply to these two Locals only.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**LETTER OF UNDERSTANDING #7
CONTINUED REGISTRATION OF PENSION PLAN**

April 1, 2011

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

**LETTER OF UNDERSTANDING #8
CONTRACTING OUT**

April 1, 2011

If the Company intends to contract out work, which would directly result in the loss of employment for permanent employees, the following principles will apply:

1. The Unions will be provided with a minimum of thirty (30) calendar days notice.
2. Employees affected will have access to lay off provisions of the Collective Agreement.
3. Employees affected will remain on recall for a minimum of three (3) years.
4. The Company is prepared to receive submissions from the Unions that would either avoid contracting out or present a viable alternative to contracting out.
5. Further, existing and historical employment practices related to contracting out work will not be restricted by this provision.
6. The Company reserves the right to make the final decision.

**LETTER OF UNDERSTANDING #9
SEASONAL EMPLOYEES**

April 1, 2011

The need for additional seasonal employees in terminal facilities is recognized by the parties hereto. Seasonal employees may only be utilized during the periods December 1st through January 6th of any year. Seasonal employees will not be utilized at any location to the exclusion of existing fulltime or part time employees at that location.

Seasonal employees will be offered available hours after present employees.

Seasonal employees will be covered by the departmental provisions to the Collective Agreement but will not accrue or accumulate service time for the purposes of benefits or seniority, nor will they participate in any Company Health & Welfare Plan.

Seasonal employees may be assigned to any location and include only the duties of Express Clerk, Platform Loaders, Tracing Clerks or Junior Terminal Clerks.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Regardless of tenure, all seasonal employees will be paid at a minimum flat rate of eight dollars and six cents (\$8.06) per hour. Cost-of-Living does not apply to this rate.

The Company shall forward to the Union one month of union dues for each seasonal position.

LETTER OF UNDERSTANDING #10 RETIREE EXTENDED HEALTH CARE PLAN

April 1, 2011

The agreement re the Retiree Extended Health Care plan dated September 14, 1992 will be amended for the following:

The plan which is now 100% retiree paid, will become 50% retiree paid and 50% paid by Greyhound Canada Transportation Corp., however, during the term of this collective bargaining agreement, the liability of Greyhound Canada Transportation Corp. shall be limited to \$300.00 per year per retiree (regardless of whether a retiree has single or dependent coverage). All other provisions of the agreement dated September 14, 1992 shall remain in full force. This provision is applicable only to employees who retire prior to age 65 and Greyhound Canada Transportation Corp. will only contribute to the funding of this retiree plan until the retired persons reach their 65th birthday.

The retiree must be receiving a pension in order to receive a benefit under this provision.

LETTER OF UNDERSTANDING #11 POST RETIREMENT OPTIONS FOR OPERATORS

April 1, 2011

Rules And Regulations Governing Post Retirement Employment Options For Operators (hereinafter referred to as the "Options")

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 and/or Christmas bid periods 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 hereto.

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 in the division from which he retired, subject to the following:

a) **General:**

- (i) Only mandatory benefits (i.e., Workers' Compensation, Canada Pension and Employment Insurance) shall apply and all other group benefits shall not apply except that life insurance shall continue as normally provided for retired employees.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (ii) Operators electing any of the "options" listed below shall receive the current rate of pay based on their length of service at time of retirement.
- (iii) Operators electing any of the "options" listed below 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 appropriate Section of the Pension Plan.
- (iv) Vacation pay for these Operators will be paid in accordance with Federal regulations following each temporary period of employment.
- (v) Operators electing any of the "options" listed below will be required to be in possession of the necessary valid Operator licenses, be medically qualified for such driving position and in compliance with the Company Drug and Alcohol Policy.
- (vi) He must be re-qualified if he has been retired in excess of 90-days, and must have the necessary driver's license up-to-date.
- (vii) Any required training will be at the employee's own expense as will uniform purchase and licensing qualification.

b) Summer Bids:

- (i) The Operator electing this option will return with their full seniority at the date of retirement.
- (ii) The Operator will be required to "bid" during his designated "bid time." If he fails to "bid" he will be placed on the Spareboard of his last work location.
- (iii) At the time of retirement, Operators must notify the Company and the Union in writing of their intention to exercise this "option."
- (iv) Operators will signify their intention for the summer bid in writing to their appropriate Manager, 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."
- (v) Operators who retire after April 1st but prior to the summer bid, who wish to exercise their "option" for work during the summer period immediately following their retirement, may do so provided that they notify their Manager in writing of such intention prior to the commencement of the summer bid process.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (vi) Operators who elect this "option" will be allowed to relinquish one 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".

c) Christmas Bids:

In addition it has been agreed upon by the parties to allow Post Retired Operators to come back and work as Operators during the Christmas period from approximately December 10 to January 6 depending on requirements, under the following conditions:

- (i) The Post Retired Operator must let his intentions to work Christmas be known to the Company on or before October 25th.
- (ii) The Post Retired Operator will be placed onto the Spareboard with no seniority. If there is more than one retired Operator at one location, they will be placed at the bottom of the Spareboard in their individual previous seniority order.
- (iii) If a particular location is short of drivers, an augmenting situation shall be offered to any location that may have an excess of Operators and/or an excess of Post Retired Christmas Operators. In such case the augmenting will be offered to the regular Spareboard operators in seniority order as per the applicable augmenting section in this Collective Agreement. Post Retired Operators shall only be offered such augmenting if no regular Spareboard operators volunteer. It being understood that a Post Retired Operator would not be considered qualified to be forced into such augmenting situation, but he shall be considered qualified if he volunteers.
- (iv) This Christmas work will not affect the Post Retired Operator's Summer option, and he can reject or work during the Christmas period at his option.

LETTER OF UNDERSTANDING #12 POST RETIREMENT OPTIONS FOR HOURLY EMPLOYEES

April 1, 2011

Rules And Regulations Governing Post Retirement Employment Options For Hourly Paid Employees (hereinafter referred to as the "Options")

For employees retiring after date of ratification of the Collective Agreement beginning January 1, 1997, the following procedural guidelines, rules and regulations have been adopted to implement an "option" whereby hourly paid employees who take early retirement after age fifty-five (55) and prior to age sixty-five (65) may elect to work during the summer and/or Christmas restricted 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 hereto.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Employees choosing to take retirement after age 55 and prior to age 65, may, at their option, return to their original classification in the location from which they retired, subject to the following:

a) General:

- (i) Only mandatory benefits (i.e., Workers' Compensation, Canada Pension and Employment Insurance) shall apply and all other group benefits shall not apply except that life insurance shall continue as normally provided for retired employees.
- (ii) Hourly Employees electing any of the "options" listed below shall receive the current rate of pay based on their length of service at time of retirement.
- (iii) Hourly Employees electing any of the "options" listed below 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 Hourly Employees who elect the "option" and the pensions of such Hourly Employees will only be adjusted in accordance with the appropriate Section of the Pension Plan.
- (iv) Vacation pay for these Hourly Employees will be paid in accordance with Federal regulations following each temporary period of employment.
- (v) If as a result of this agreement any department that has a surplus of workers, the restricted period may be expanded to allow more people to take vacation or Statutory Holidays or leaves of absence.
- (vi) Greyhound Canada Transportation Corp. (GCTULC) has the option of denying an individual the "option" in departments where there are insufficient employees to warrant a summer relief shift or where exercising the "option" would put employees into a lay-off position.
- (vii) Any required training will be at the employee's own expense as will uniform purchase and licensing qualification.

b) Summer Bids:

- (i) Hourly Employees electing this option will return to their original classification with their full seniority at retirement date in the location from which he retired.
- (ii) The employee will be required to "bid" during his designated "bid time". Failure to do so will cause him to lose his "option" for that year.
- (iii) At the time of retirement, employees must notify the Company and the Union in writing of their intention to exercise this "option."

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- (iv) Employees will signify their intention for the summer bid to their appropriate Manager in writing with a copy to the Union, no later than April 1st of each year. Employees 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 the "option."
- (v) Hourly Employees who retire after April 1st but prior to the summer bid, who wish to exercise their "option" for work during the summer period immediately following their retirement, may do so provided that they notify their Manager in writing of such intention prior to the commencement of the summer bid process.
- (vi) Employees who elect the "option" will be allowed to relinquish one summer employment period upon request. Employees who relinquish two (2) consecutive summer employment periods without the permission of the Company, will be disqualified from further participation in this "option".

c) Christmas Bids:

In addition it has been agreed upon by the parties to allow Post Retired Hourly Employees to come back and work in their original classification during the Christmas period from approximately December 10 to January 6 depending on requirements, under the following conditions:

- (i) The Hourly Employee must let his intentions to work Christmas be known to the Company on or before October 25th.
- (ii) The Hourly Employee electing this option will be placed at the bottom of the classification seniority list.
- (iii) This Christmas work will not affect the Post Retired Hourly Employee's Summer option and, he can reject or work during the Christmas period at his option.

LETTER OF UNDERSTANDING #13 COLLECTIVE AGREEMENT PRINTING

April 1, 2011

The Company will pay fifty (50) percent of the cost of printing the Collective Agreement

LETTER OF UNDERSTANDING #14 DEREGULATION OR COMPETITIVE LICENSING

April 1, 2011

The parties recognize the strong possibility that significant changes are coming in the line haul business throughout Canada. The parties further understand and agree that Greyhound and its employees have provided and continue to provide the highest level of such service available in Canada today. Nevertheless, should the Federal

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

Government and/or the Provincial Governments 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 agree to meet a minimum of six months in advance of the scheduled date of 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 effect on the future of the Company. As a result, the parties have agreed to the following process should any 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 as to conclude any necessary revisions to the Collective Agreement and operating procedures within 30 days from the date a new authority is approved along with any of the lines presently operated by Greyhound Canada Transportation Corp. or any of its controlled affiliates.
2. These alternatives may include a renegotiation of the Collective Agreement, and more particularly, those portions of the Collective Agreement affecting the Company's costs of operation.
3. Until such time as the parties have renegotiated the Collective Agreement, and/or the Collective Agreement has expired as a result of the duration clause, all of the terms and conditions of the Collective Agreement will remain in full force and effect.

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

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

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**LETTER OF UNDERSTANDING #15
CONTRACTING OUT, OWNER OPERATORS**

April 1, 2011

The Company reserves the right to contract out work currently performed by the Owner/Operator.

1. The Union will be provided with a minimum of thirty (30) calendar days notice.
2. The Company is prepared to receive submissions from the Union that would either avoid contracting out or present a viable alternative to contracting out.
3. The Company reserves the right to make the final decision.

It is agreed that the interpretation of this LOU is as follows:

This LOU refers to contracting out of all Owner/Operator routes within a particular city. The Company may contract out on a city by city basis without penalty or paying union dues provided the three steps identified above are applied.

In addition, it is agreed that the company has the right to contract out individual vacant routes on an interim basis within each city. If the duration of the contracting out exceeds 30 calendar days, the company will pay the union the normal dues applicable to that route. It is the responsibility of the company to notify the union when these circumstances exist.

**LETTER OF UNDERSTANDING #16
MAVERICK DIVISION**

April 1, 2011

Rules and Regulations governing the operation of the former Maverick routes between Vancouver and Nanaimo and Vancouver Whistler Pemberton.

- a) On a without precedent or prejudice basis and for the purpose of this Letter of Understanding, the words "Maverick" will be used to indicate those operators and maintenance employees who transferred from Maverick Coach Lines on December 1, 1998 and "GCTULC" will refer to non-Maverick ATU Local 1374 operators. It is further understood and agreed that all Maverick operators, and maintenance employees are ATU Local 1374 members and that this Letter of Understanding will form part of the Collective Agreement between Greyhound Canada Transportation Corp. and Amalgamated Transit Union Local 1374 and is the only agreement between the parties.

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

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

b) Maverick Work by Maverick Operators.

Operators will be paid the following hourly rate for all work performed.

April 1, 2011	April 11, 2012	April 1, 2013
22.14	22.64	23.21

Former Maverick Operators' bidding procedures:

- (i) On all Masterbids the former Maverick Operators will bid first on all posted Maverick runs.
- (ii) At their posted bid time they will have the options to either bid a Maverick run, or pass. If they pass; they will be slotted into the BC GCTULC Operators' Masterbid list, where their December 1, 1998 GCTULC will place them. Then when their BC GCTULC bid-time comes up they can bid on any still open BC runs or any still Open BC Spareboard positions in normal manner.
- (iii) If the Maverick Operator forgets to bid at either of his timeslots he will automatically be placed onto the Vancouver Spareboard in normal manner.

NOTE: If the Maverick Operator bid outside of Vancouver, he will be placed on that location's Spareboard if he forgets to bid on subsequent Masterbids.

- (iv) To expedite this process; the Maverick Operators shall have their names placed in both the Maverick and the GCTULC timeslots on the "Bid-Sheet", with an "M" marked beside their name indicating who they are. If they bid a Maverick run in their first timeslot, they shall have their name stricken off the second timeslot.
- (v) Any 'left-over' Maverick runs available after the Maverick Operators have bid at their first timeslot will be bid in normal fashion by the GCTULC Operators. A Maverick Operator will be allowed to bid on any still open Maverick runs in his second timeslot, (with his December 1, 1998 seniority).
- (vi) Any still open runs, at the end of the bidding process, will be assigned in reversed seniority order to junior Vancouver GCTULC Operators.

NOTE: A former Maverick Operator will always keep his "M" designation/grandfathering regardless where he bids, and will on subsequent Masterbids still be considered an "M" for bidding purposes as aforementioned.

NOTE: A former Maverick Operator on the Vancouver 'common Spareboard' will bid on 'Maverick' Temporary Vacancies with his December 1, 1998 seniority and will not be preferred over other Operators. However, Permanent Vacancies or new positions, within the Maverick 'protected'

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

area will be offered first to former Maverick Operators, in their 'Maverick' seniority order, regardless if they are on the common Spareboard or on Maverick Regular Runs, before such runs are offered to the 'GCTULC' Operators.

NOTE: It is agreed that former Maverick territory is grandfathered and protected by the former Maverick Operators. It is further agreed that the protected area shall extend to all present and eventual future runs in all areas where the former *'Maverick Coach Lines'* had running authority for regular scheduled service. This is to include all present and future scheduled runs on the following corridors: Vancouver to Lilloett via Whistler, Vancouver to Nanaimo via Horse Shoe Bay, and Vancouver to Nanaimo via Duke Point.

d) Maverick Work by GCTULC Operators

1. Operators will be paid as per (b) above for all Maverick work. Paid time will commence with the applicable pre-trip and be continuous to the conclusion of the assignment (including post-trip). No mileage rates will apply to Maverick work.
2. GCTULC operators working extra board on Maverick routes will be paid at the Maverick rate plus overtime as per the rate in Article 2, section 56(h).

e) Operating Rules for both "Maverick" and "GCTULC" Operators

1. Paid time will commence with the applicable pre-trip and be continuous to the conclusion of the assignment (including post-trip).
2. In lieu of garage miles and to allow for cash out upon arrival, service time will be 45 minutes prior to departure for all regular trips originating in Vancouver and 30 minutes post-trip. Service time for all regular trips originating at all other locations on this corridor will be 30 minutes prior to departure and 30 minutes post-trip.
3. No daily overtime will be paid (i.e. in excess of 10 hours). For clarification, regular operators or Spareboard operators overloading regular schedules who are delayed en route for any reason beyond their control causing them to exceed the amount of scheduled running time for the Maverick payrun number they are operating by more than fifteen (15) minutes, shall be entitled to overtime for all time in excess of fifteen (15) minutes to the nearest five (5) minutes at their overtime hourly rate based on 1 ½ times the regular hourly rate.

Actual arrival time at turn around points within the Maverick payrun will be used to calculate wait time being accrued to annual and biweekly overtime.

Annual and biweekly overtime will accrue upon late arrivals at turn around points resulting in wait time of 1.5 hours or less. Wait time of 1.5 hours or greater will not accrue toward biweekly or annual overtime.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

In addition, it is understood that on some runs the Company may required operators to help load and unload other schedules at turn around points such as Whistler and Nanaimo. In such instances the 1.5 hour waiting time described will be adjusted accordingly. It is also understood that such additional required work will be logged in ½-hour increments.

4. Biweekly overtime (in excess of 96 hours) and annual overtime (in excess of 2080 hours) will be paid. Wait time of 1.5 hours (consecutive) or greater will not accrue toward biweekly or annual overtime.
 5. Minimum guarantee for Maverick regular assignments will be 80 hours per pay period (averaged) and 4 hours per minimum trip for any Maverick assignment.
 6. There will be a common Spareboard, which may be bid by either operator group. The "Spareboard" must be depleted before any operators are eligible for "extra board work".
 7. Pay for "instructing student operators" on Maverick routes will be \$20.00 per day.
- f) Maintenance Employees

The former Maverick employees will have their seniority integrated into the GCTULC maintenance seniority in the appropriate classification and rate of pay as per their effective Maverick seniority date.

LETTER OF UNDERSTANDING #17 GRANDFATHERED CLASS A3 NON-LICENSED MECHANICS

April 1, 2011

The Company and the Union agree that the existing practice of Grandfathered non-licensed mechanics shall continue until such time as these employees have either moved into other classifications or, have left the employ of the company.

This group is now called the Grandfathered A3 Non-Licensed Tradesperson.

The wage rates for these employees are subject to the normal collective bargaining process and are listed in section 69 of the CBA.

LETTER OF UNDERSTANDING #18 DAILY VACATION

April 1, 2011

The parties agree to a trial period on the above topic, commencing January 1, 2004 and ending no later than the expiration of the collective agreement. Either party may request to review, and if required, serve two months notice to terminate this trial period.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

During this trial period, an employee may elect to take one week of his vacation and divide it into daily periods. It is agreed that such divisions is not permitted during the Restricted Periods. For the purposes of this trial, one week vacation is equal to five (5) days and paid daily as one fifth (1/5) of the applicable weekly vacation pay; for the modified work week, one week of vacation is equal to four (4) days and paid daily as one fourth (1/4) of the applicable weekly vacation pays.

Lastly, it is further agreed that dally vacation cannot be taken on a regular day off.

LETTER OF UNDERSTANDING #19 ACQUIRED BUS LINE REAFFIRMING ARTICLE I SECTION 17.

April 1, 2011

This Letter of Understanding relates to the integration of operators from an acquired bus line into Greyhound operations. This Letter of Understanding is made on a without precedent or prejudice basis to either the Company or the Union, but is enforceable as part of the Collective Agreement.

In the event that during the life of the Collective Agreement, the Company

- (i) acquires a new bus line and decides to integrate such bus line into Greyhound operation; or
 - (ii) integrates a Laidlaw owned bus line into Greyhound operations;
- (hereinafter referred to as "Acquired Bus Line")

The parties agree that upon integration the following conditions shall apply.

1. Operators working for the Acquired Bus Line will become Greyhound employees and become part of the ATU Local 1374 bargaining unit and shall be employed on the same terms and conditions as contained in the Acquired Bus Line's then pre-existing current collective agreement until the expiry of the Greyhound/ATU Collective Agreement, save and except seniority issues. Absent agreement to the contrary, if the Acquired Bus Lines pre-existing current collective agreement expires prior to the expiry of the Greyhound/ATU collective agreement, or if there is no pre-existing current collective agreement in place, operators working for the Acquired Bus Line will be governed by the provisions of the Greyhound/ATU Collective Agreement, save and except seniority issues.
2. The Acquired Bus Line shall be treated as a separate division of Greyhound.
3. Work performed by the operators of the Acquired Bus Line will continue to be performed by the operators of the Acquired Bus Line until there are no more Acquired Bus Line operators ready and available, at which time the work will be assigned to Greyhound operators, (without further payment for runarounds, manning of services, etc). Likewise, Acquired Bus Line operators may be offered work normally performed by Greyhound operators when there are no Greyhound operators ready and available to perform such work.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

The Acquired Bus Line operator shall perform such Greyhound work as per this Letter of Understanding (without further payment for runarounds, manning of services, etc.)

4. Acquired Bus Line operators may from time to time be required to utilize Greyhound coaches in the performance of work which is undertaken by the Acquired Bus Line.
5. Article 1, Section 17 of the Greyhound/ATU Collective Agreement is reaffirmed.
6. It is further agreed that all employees of Acquired Bus Lines integrated into Greyhound operations will become members of ATU Local 1374.
7. This Letter of Understanding becomes a part of the Collective Agreement between Greyhound and the ATU Local 1374.

It is agreed and understood that this Letter of Understanding has been entered into to harmonize labour relations between the Company and the Union if and when an Acquired Bus Line is integrated into Greyhound operations.

LETTER OF UNDERSTANDING #20 TRAVEL GUIDE ELIGIBILITY.

April 1, 2011

The Company agrees to add the following to the "Employee Travel Guide" eligibility section:

"Employees between age 60 and 65 who resign with 20 years of service (and their spouses) receive:"

LETTER OF UNDERSTANDING #21 CREDITED PENSION SERVICE WHILE ON LTD

April 1, 2011

Effective January 1st, 2004, if an Employee's active employment with the Company ceases after July 31, 1999 by reason of the Employee becoming disabled so as to be disqualified from his job with the Company and, the Employee qualifies for benefits under a long term disability plan sponsored by the Company and, is considered disabled pursuant to the Income Tax Act (Canada), then the Employee will continue to accrue Credited Service with no Employee contributions required, during the period that such disability benefits are paid.

LETTER OF UNDERSTANDING #22 DRIVER TRAINERS' GUIDELINES

April 1, 2011

The Company and the Union recognize the need for training of Operators, both during the hiring process and as required throughout an Operator's career. The parties further

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

recognize that there are merits to having internal operators assist in this capacity, because of their unique understanding of our operational requirements. In order to provide this training Operators will be selected by the Company to fill the capacity of 'Driver Instructor'.

The focus of the Driver Instructor will be education and training. It is not the intent of the Company to include any management duties in the job description of the Driver Instructor. Driver Instructors will not recommend training or discipline, review Operator files or evaluate Operator performance except during training and/or educational instruction. Furthermore, management will not solicit opinions or judgments from the Driver Instructors.

The Driver Instructor will use his skill and experience to assess the performance of an Operator and will provide the Company with all facts relevant to the training session. The manner in which this information is used remains a management decision.

LETTER OF UNDERSTANDING #23 MANITOBA COMMON BOARD

April 1, 2011

DEFINITIONS:

Dovetailed Seniority: This is the Operator's original seniority date. I.e. a Grey Goose Operator who has a Grey Goose seniority date of May 1, 1980, has a Dovetailed seniority date of May 1, 1980.

End Tailed Seniority: This is the Operator's "acquisition date" seniority. I.e. the aforementioned Grey Goose Operator's End Tailed seniority on Greyhound work is April 21, 2002 but with his Grey Goose Individual order still intact. Similarly a Greyhound Operator's End Tailed seniority date on Grey Goose work is April 21, 2002 → if his Greyhound seniority is from prior to that date. If he was hired after April 21, 2002 his actual seniority date is also both his End Tailed and Dovetailed seniority date.

Manitoba Seniority: Greyhound and Grey Goose Operator's have a combination of Dovetailed and End Tailed seniority for the purpose of bidding in the Manitoba Division.

System Seniority: Is used primarily for bidding/bumping outside of an Operator's Division on a layoff. Manitoba Greyhound Operator's system seniority is their Greyhound seniority date. Grey Goose Operator's seniority date is April 21, 2002, unless they were hired after that date, in which case that date is also their system seniority date.

AGREEMENT:

1. "Grey Goose Operators" and "Greyhound Operators" will continue to have their present territories using "End Tailed" Seniority for both groups'.
2. Manitoba will be considered one Seniority Division.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- i. The Manitoba Division will consist of the following Home Locations:

Winnipeg
Thompson**
Brandon**
Fort Frances*

* Operators living in Fort Frances cannot be bumped but shall give the Company thirty (30) days notice before a Masterbid if they intend to bid off the run.

** For the purpose of this agreement only; Brandon and Thompson shall be considered remote locations, or outposts.

3. System and end tailed Seniority for Grey Goose Operators will remain April 21, 2002. "Grey Goose" end tailed Seniority for Greyhound Operators will remain April 21, 2002, unless they were hired after that date, in which case that date is also their Grey Goose seniority date.
 - a. For the Purpose of Common Spareboard Seniority see point 6 below.
4. Section 33 Masterbids shall apply to both groups with the following special arrangements:
 - a. On all Masterbids the Grey Goose Operators will bid first on all posted Grey Goose runs in Manitoba.
 - b. At their posted bid time they will have the options to either bid a Grey Goose run, in Winnipeg, Thompson or Brandon, or pass. If they pass; they will be slotted into the Manitoba GCTULC Operator's Masterbid list, where their April 21, 2002 GCTULC End Tailed seniority will place them (in their Grey Goose individual order). Then when their GCTULC bid-time comes up they can bid on any still open GCTULC runs in any of the Manitoba Division's Home Locations or any still Open Common Spareboard positions in Winnipeg or Thompson. (See note above in respect to restricted bidding into Fort Frances and Koostatak).
 - c. If they Grey Goose Operator forgets to bid at either of his timeslots he will automatically be placed onto the Common Spareboard at his Home Location. Or in the case of Brandon Operators forgetting to bid, where there is only one Spareboard position, they would be placed on the Winnipeg Common Spareboard if their only position is already taken.
 - d. To expedite this process; the Grey Goose Operators shall have their names placed in both the Grey Goose and the GCTULC timeslots on the "Bid Sheet", with a "GG" marked beside their name indicating who they are. If they bid a Grey Goose run in their first timeslot, they shall have their name stricken off the second timeslot.
 - e. Any 'left-over' Grey Goose positions available after the Grey Goose Operators have bid at their first timeslot will be bid in normal fashion by the GCTULC Operators. A Grey Goose Operator will be allowed to bid on any still open

ATU 1374– GCTULC 2011 – 2014 Collective Bargaining Agreement

Grey Goose runs in his second timeslot, (with his April 21, 2002 end tailed seniority).

- f. Any still open runs, at the end of the bidding process, will be assigned in reversed seniority order to junior Home Location Spareboard Operators, using the Manitoba Dovetailed seniority dates.
- g. In the application of this clause no Operators will be forced onto runs operating out of other Home Locations, i.e. no Operator can be forced from his Home Location of Winnipeg to for example Brandon. If a run is not bid, and there is no available Spareboard Operators in that Home Location, it may be changed to operate out of Winnipeg, (Brandon runs) or Thunder Bay, (Fort Frances existing run), or Spareboard Operators may be augmented to such location in two week increments and such run would be operated by such augmenting driver on a day to day basis with meals and held away as per section 44(e) of the Collective Agreement.
 - 1. Further in the application of this clause, any Operator forced onto a Grey Goose Van run, or augmenting in a location and being assigned a Grey Goose Van run shall be paid according to section 48 for "GCTULC Operators" and Article 16 for "Grey Goose Operators".
- h. A former Grey Goose Operator will always keep his "GG" designation/grandfathering regardless where he bids, and will on subsequent Masterbids still be considered a "GG" for bidding purposes as aforementioned.
- i. It is agreed that Grey Goose territory is grandfathered and protected by the pre April 21, 2002 Grey Goose Operators. It is agreed that Greyhound territory is grandfathered and protected by the pre April 21, 2002 Greyhound Operators.
 - 1. Any Operators hired post April 21, 2002 have straight System Seniority in the Manitoba Division with no special protection rights.
 - 2. Any new runs established in either territory may be bid by all Operators using "End Tailed Seniority". That is: A new run in Grey Goose Territory will be bid by the Grey Goose Operators using their full Grey Goose seniority while the Greyhound Operators will bid on the run using their April 21, 2002 Grey Goose seniority, (or less if their start date is after April 21, 2002). Similarly a new run in Greyhound Territory will be bid by the Greyhound Operators using their full Greyhound seniority while the Grey Goose Operators will bid on the run using their April 21, 2002 Greyhound seniority.
- j. Remuneration for all line haul work shall be as per section 48 of the CBA for the Greyhound Operators and as per Article 16 of the Grey Goose Appendix for the Grey Goose Operators.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

5. THE COMMON SPAREBOARD:

- a. All work rules on the Common Spareboard shall be as per section 40 of the Collective Agreement and as per Greyhound's Master Spareboard Operating Procedures.
- b. Remuneration and work rules for all charter work shall for all Spareboard Operators be as per section 49 of the Collective Agreement and as per Greyhound's Master Spareboard Rules.
 - i. Remuneration for 'Riding the Cushions' to or from a charter assignment shall be as per section 50 of the Collective Agreement.
- c. All Vacancy postings in Winnipeg will be done at the Downtown Terminal.
- d. The small Spareboards in Brandon and Thompson may continue to be augmented by their regular Operators as per present practices for the duration of the present Collective Agreement.

6. SENIORITY:

- a. In addition to what is mentioned above in regards to bidding Regular runs; the Common Spareboard will have "dovetailed seniority" on all Charter work, Christmas Trucks and for the purpose of layoffs. The Common Spareboard will have "end-tailed seniority" on all Temporary Vacancies. For example: All charter work and Christmas trucks will be bid with the Operators original seniority, it being Grey Goose or Greyhound. That is a Grey Goose Operator with Grey Goose seniority dated of June 5, 1981 will outbid a Greyhound Operator with a Greyhound seniority date of July 6, 1982. However, on Temporary Vacancies the Grey Goose Operator will bid on Grey Goose Vacancies with his original Grey Goose seniority while Greyhound Operators may only use their April 21, 2002 "Grey Goose" seniority, or actual seniority if hired after April 21, 2002, to bid on this work. The same principle will then of course apply to bidding of Greyhound Temporary Vacancies.
- b. Permanent Vacancies, and new assignments, between Masterbids shall be bid as per section 30 of the Collective Agreement.
 - i. As aforementioned, all new assignments will be bid using the Operators' End Tailed seniority in the applicable territory the run is posted. That is a Grey Goose Operator will use his full seniority in Grey Goose territory and his April 21, 2002 end tailed seniority in Greyhound territory and vice versa for Greyhound Operators.

7. HOME LOCATION BID RESTRICTIONS:

- a. In the spirit of LOU #3, (BC Division Bid Restrictions), the Manitoba Division will also restrict movement between Home Locations to Masterbids, unless laid off in his Home Location. If laid off then an Operator can exercise his bumping rights to another Home Location within the Division.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

- b. Due to the geographical layout of Manitoba it has been agreed that Operators in Winnipeg do not have to 'clear' the remote locations (outposts) of Thompson and/or Brandon prior to bumping outside of the Manitoba Division. However, Operators in Brandon and/or Thompson must clear Winnipeg, but not each other's locations before going outside of the Manitoba Division.
- c. Example: A Thompson Operator being laid off may only bump outside of the Manitoba Division if he is unable to bump Winnipeg.
- d. Bumping onto another Spareboard Home Location, upon layoff, within the Manitoba Division will be done with dovetailed seniority. Bumping of regular runs in another Home Location will be done with end tailed seniority. Bumping outside of the Manitoba Division will be done by system seniority.

LETTER OF UNDERSTANDING #24 CONTRACTING OUT SCHEDULED BUS ROUTES

April 1, 2011

In recognition of the concerns expressed by the Union regarding contracting out of work traditionally performed by employees covered under this Collective Agreement, the Company is prepared, for the term of this agreement only, to limit contracting of scheduled linehaul bus routes to a yearly maximum of five (5%) percent of the miles operated in 2006.

This Letter of Understanding has no application with regard to Letter of Understanding #15 and restricts Letter of Understanding #8 only as stated above.

LETTER OF UNDERSTANDING #25 DEFINED CONTRIBUTION PLAN

April 1, 2011

The Company and Union agree in principle that effective January 1, 2008, the Greyhound Western Employees Retirement Income Plan and the Greyhound Coachways Employees Retirement Income Plan (the "Plans") will be amended so that employees hired after December 31, 2007 will no longer join the existing defined benefit Plans. The Company will establish a new capital accumulation plan whereby employees will contribute a minimum of 2% to a maximum of 5% of earnings and the Company will contribute an amount equal to fifty (50%) percent of the employees' contribution, subject to the maximum contribution limits under the Income Tax Act. The eligibility criteria in the new capital accumulation Plans will be the same as in the current Plans.

ATU 1374 - GCTULC 2011 - 2014 Collective Bargaining Agreement

**LETTER OF UNDERSTANDING #26
PENSION INFORMATION**

April 1, 2011

Effective January 1, 2008 an employee will once in their career and at retirement be provided with pension value information. This would include the commuted value.

**LETTER OF UNDERSTANDING #27
MASTER AND INTERIM BIDS**

Recognizing that issues have arisen with the number of Master bids conducted in the Maintenance Department, the Company agrees to the following:

1. Master Bids will not be used to facilitate the return to work of employees when a bump notice will suffice.
2. Master Bids will not be used when Classification bids are sufficient.
3. Managers will be advised to better utilize the bumping process in order to avoid re-bidding of departments and/or classifications.

This letter of Understanding is not intended to limit the number of Master or Interim Bids, however it is expected to reduce the instances in which a Master or Interim Bid is required.

**LETTER OF UNDERSTANDING #28
COMMUTED VALUE UPON TERMINATION**

The following is effective from the date of ratification:

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

**LETTER OF INTENT #1
CONSIDERATION IN THE PROMOTION OF EMPLOYEES**

Re: Section 11(a) "Equal consideration will be given to members of the Union in promoting or assigning employees to supervisory or other positions considered in line of promotion."

During our collective bargaining sessions in the fall of 2002, we reviewed a Union proposal to offer training and education in order of seniority whenever practical. We discussed a number of issues of concern with your proposal. This letter outlines some guidelines the Company uses in the determination of who will receive training and education.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

1. The Company will take seniority into consideration; however, it will not be the sole, over-riding factor in decision making.
2. The Company takes staffing requirements into consideration when selecting employees for training. For example, if there is a weekend or an evening shift where we require employees to receive training, we prefer to train employees from those shifts. Such employees may not be the most senior employees in the classification.
3. The Company also takes into consideration the anticipated duration of an employee's stay with Greyhound. For example if an employee is about to retire we may choose not to provide a detailed training course to them. Such an employee is not negatively affected from a wage perspective, as training is not related to wage progression.
4. The Company also gives every consideration to all employees for training, based on training requirements.

In closing, we recognize your desire to have seniority be a prevailing factor in selecting employees for training and education. We do endeavor to take seniority into consideration. We commit to discussing maintenance training selection with the Union prior to final decision making. Given that the cost of training is borne by the Company, we still reserve the right to make the final decision.

We trust that this provides you with a better understanding of our process and intent, and thereby resolves your issue.

LETTER OF AGREEMENT #1 NON-PUNITIVE DISCIPLINE

Both the Company and the Union agree that imposition of unpaid time off as a form of discipline does not in all instances serve the interest of either the employee or the Company. Therefore, the parties agree that the Company may implement non-punitive discipline on a trial basis.

There may be situations where the Company still elects to use punitive discipline. Such situations include, but are not limited to, disciplinary situations resulting from safety violations. Suspensions of Spareboard operators for the reason of "not available" are also excluded from this process.

The Union still has the right to grieve disciplinary measures, regardless of whether it is of a non-punitive nature. However, during this trial period the issue of non-punitive or punitive discipline will not form the basis for a grievance. Upon the Union's request, the Company will provide an explanation of any decision to use punitive discipline.

The Union agrees to recognize that the use of non-punitive discipline has the same value in the progressive disciplinary process as punitive discipline.

Continued use of non-punitive discipline will be reviewed by no later than December 31st, 2004. The Company will seek comments and recommendations from the Union on this issue; however, the final decision regarding continued use will be the Company's.

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**LETTER OF AGREEMENT #2
COST OF UNIFORMS**

The parties agree that the uniform entitlement and the prices of individual uniform components will not be altered during the duration of the Collective Agreement that will replace the Collective Agreement ended December 31st, 2002.

**LETTER OF AGREEMENT #3
OPERATOR COMPENSATION WHEN INSTRUCTED TO REPORT TO THE
WORKPLACE FOR INVESTIGATIVE HEARINGS/MEETINGS**

The parties agree to the following:

1. Effective immediately Operators may claim a minimum of 2 hours compensation at charter rate (\$19.31 per hour) if instructed by the Company to report to the workplace outside their regularly scheduled working hours to attend investigative meetings/hearings.
2. Compensation to attend the meeting/hearing will not be applicable if the Operator is already being withheld with pay unless the meeting/hearing is scheduled by the Company on what would have normally been a day off.
3. Compensation is not applicable when an Operator reports to the workplace outside their regular scheduled working hours to submit required paperwork, as outlined in G-26 and S-3 of the Driver's Rule Book, following an incident or collision.
4. All pay claims related to investigative meetings/hearings must be submitted directly to the Manager conducting the investigative meeting/hearing for approval.
5. Compensation is not applicable in the event a Manager contacts an Operator by phone outside their regularly scheduled working hours to investigate a minor incident or collision.
6. This agreement will expire upon ratification of a new collective bargaining agreement.

**LETTER OF AGREEMENT #4
CASH OVERAGES/SHORTAGES TERMINAL EMPLOYEES**

The parties agree to the following:

1. Effective on the date this Agreement is signed, all terminal employees that have been required as part of their job function to handle cash will have their lifetime to date cash overages or shortages reset to zero.
2. Effective on the date this Agreement is signed and on a go forward basis from that date, all terminal employees that are required to handle cash will be responsible to repay to the Company any cash shortages. The cash shortages are to be repaid to the Company

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

through an employee payroll deduction on the first pay following the end of every month with the employee authorizing the deduction. Shortages for the month of \$20.00 or under will not be deducted from an employee at the end of the month.

3. All cash overages accumulated by an employee must also be turned in to the Company at the end of every month.
4. The End of Shift (EOS) Agency Sales Report will be considered and accurate and detailed sales report that does provide enough detailed information to determine if an employee has made cash error. Employees will have the option to print off a copy of the (EOS) report and keep it for their own record.
5. The employee must balance the cash collected at the end of the work shift against cash sales listed on the (EOS) report. Should the employee or designata who has been asked to help not be able to balance and a valid reason is not visible on the (EOS) report, it is then agreed a mistake in the cash handling was committed by the employee during the work shift. Employees must not use their cash float to make up any cash shortages at the end of the work shift.
6. Incorrect form of payments such as failing to collect charges for a shipment will also be applied to the employee as a shortage and the charges not collected from the customer will be required to be paid back to the Company through payroll deduction at the end of the month. Employees will not be required to pay back charges placed on customer accounts that were inactive at the time of the transaction if through no fault of their own they were not made aware the account was inactive.
7. Every terminal employee required to handle cash during the work shift will be provide a locked drawer with key. Drawers must be locked while employee is on break or away from the work station.
8. Managers will conduct random float checks in the presence of the employee at the start or end of the employee work shift. If the float is short cash, the employee will be required to immediately repay the shortage.
9. Should a discrepancy arise between the cash deposited into the Company safe by an employee at the end of the work shift and the reconciliation of the employee deposit by the two (2) audit clerks the next business day, the Company will then conduct an investigation auditing the (EOS) report of the employee. Should a valid reason not be visible for the shortage in the (EOS) report, the employee will be held accountable for the shortage and required to repay the shortage to the Company through payroll deduction.

**LETTER OF AGREEMENT #5
TRUCK TRAINING – MASTER BIDS**

The parties agree, on a without prejudice basis, to the following:

- 1. For the purposes of this Agreement, "Available and Qualified" will mean the Operator is holding a valid class one (1) license and has been previously Grayhound truck trained.**
- 2. In the event a permanent truck vacancy occurs between Master Bids, only the senior Operator that is available and qualified as per this Agreement will be eligible to bid the permanent vacancy at that time.**
- 3. It will be understood, Company training to qualify a successful bidder on a permanent truck vacancy will only occur on a Master Bid.**
- 4. Should a situation occur where only unqualified Operators bid the permanent vacancy posted between Master Bids, it is then understood the junior "qualified" Operator in the Division must fill the vacancy until the next Master Bid.**
- 5. If there are no available and qualified Operators in the Division to operate the truck trip, the Company at its discretion will determine if truck training will commence with the successful unqualified Operator between a Master Bid to fill the truck vacancy.**
- 6. In order to address safety concerns in the winter months which are normally associated with inexperienced Operators on specialized equipment such as semi-trucks. Company training if required on a January Master Bid will be restricted to Operators which have successfully bid the open truck vacancy and have had previous truck experience and are holding a valid class 1 license.**
- 7. This agreement can be cancelled by either party with 30 days notice provided the parties meet to discuss reasons for the cancellation during the 30 day notification period.**

**APPENDIX 1
GREY GOOSE OPERATORS**

Upon ratification, all Grey Goose Operators will now refer to the main Collective Agreement, except for the following;

WHEREAS it is the intent and purpose of the Union and the Company to maintain harmonious industrial relations between the Company and the employees;

ATU 1374 – GCTULC 2011 – 2014 Collective Bargaining Agreement

**GREY GOOSE OPERATORS' ARTICLE 5
SENIORITY**

Grey Goose Operators are employees of Greyhound Canada Transportation Corp. effective April 20th, 2002. They will retain their existing seniority and service separately, under the ATU. They will comprise a separate Seniority Division under the ATU 1374 Collective Agreement. They will continue to accrue their seniority in the Grey Goose Seniority Division, as well as begin accruing Greyhound system seniority effective April 20th, 2002. Similarly, Greyhound Operators will begin accruing seniority in the Grey Goose Seniority Division effective April 20th, 2002. Seniority accumulated in the other Division may only be exercised in the event of a lay off.

**GREY GOOSE OPERATORS' ARTICLE 13
GROUP INSURANCE AND PENSION**

NOTE: That Grey Goose Operators are part of the Greyhound Coachways Pension Plan.

**GREY GOOSE OPERATORS' ARTICLE 14
ANNUAL VACATIONS**

NOTE: Upon ratification, Grey Goose Operators will now follow the annual vacation progression as per Section 15 (7) in the main Collective Agreement.

Those Grey Goose Operators that have, prior to ratification, completed ten (10) years of service and are entitled to four (4) weeks of annual vacation, as well as, those Operators that have completed seventeen (17) years of service and are entitled to five (5) weeks of vacation will be red circled and retain such entitlements.

**GREY GOOSE OPERATORS' ARTICLE 16
WAGES**

Van Operation

In any of the Company operations where a van is being used for the purposes of transporting passengers, baggage or express, the following rate will apply:

Rate of pay is:

APRIL 1, 2011
\$12.99

In the case of the Company temporarily substituting a van on a run that is normally scheduled by the Company as a bus run, the bus rate of pay will apply. Likewise, if it is necessary to temporarily substitute a bus on a run that is normally scheduled by the Company as a van run, the bus rate of pay will apply. A temporarily period is defined as no longer than three (3) days. In the case of the Company determining that a permanent change has occurred, and that there is a change in equipment used (i.e. Bus to van or van to bus), the Operator affected will be given the opportunity to remain on the work until the next general bid, or exercise his/her seniority and bump any junior bid run for which his/her seniority will permit, or be placed on the Spare Board, subject to his/her seniority, within the Division.

ATU 1374- GCTULC 2011 - 2014 Collective Bargaining Agreement

APPENDIX 2
Thompson Transit Bus Service

This section applies to the Thompson Division and provides for the inclusion of the Thompson Transit bus service in the Thompson operations.
Thompson Transit Operations

1. Rates of Pay - Increase current rates by:

	April 1, 2011	April 1, 2012	April 1, 2013
ALL DRIVERS	19.70	20.14	20.64

Transit drivers engaged in a charter trip, utilizing a transit vehicle shall be paid at the regular rate of pay based upon garage to garage operating times.

Minimum call out for any Transit driver shall be three (3) hours.

APPENDIX 1 & 2 LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #28
GREY GOOSE DRUG & ALCOHOL POLICY

April 1, 2011

This letter confirms our agreement to have the Greyhound Drug and Alcohol Policy applied to the Grey Goose operators. Included is our agreement to provide compensation during testing time. The Grey Goose operators will be compensated at the "Standby Rate" detailed in the wages section of the Grey Goose Appendix in the ATU 1374/Greyhound Collective Agreement.

The following Letters of Understandings from the Main Collective Agreement also apply to the Grey Goose Operators under Appendix 1 and 2:

LETTER OF UNDERSTANDING #12
POST RETIREMENT OPTIONS FOR OPERATORS

LETTER OF UNDERSTANDING #14
DEREGULATION OR COMPETITIVE LICENSING

LETTER OF UNDERSTANDING #21
CREDITED PENSION SERVICE WHILE ON LTD.

LETTER OF UNDERSTANDING #22
DRIVER TRAINERS' GUIDELINES

LETTER OF AGREEMENT #1
NON-PUNITIVE DISCIPLINE

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154