



MOTOR CARRIER ATTACHMENT

Greyhound Union Contract (Excerpts)

Highland, IL

HWY23MH015

(9 pages)



AGREEMENT

between

Greyhound Lines, Inc.

and the

**Amalgamated Transit Union
Local 1700**

Effective October 1, 2022
Expires September 30, 2025

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MEMORANDUM OF AGREEMENT

This Agreement will be effective October 1, 2022 and expire September 30, 2025. The Health and Welfare provision found in Article B-4 Health and Welfare will continue beyond this Agreement to the end of the “Plan Year”, December 31, 2025. This Agreement represents the joint commitment of Greyhound Lines, Inc. hereinafter referred to as the “Company,” and Amalgamated Transit Union Local 1700, hereinafter referred to as the “Union,” to the continued growth of their relationship with the goals of superior customer service, stable employment, and the success of the business. The parties recognize that the Company continues to face enormous challenges to its long-term success. A major factor in that success will be providing passengers with cost effective, timely, competitive and efficient service. The business of the Company is customer service and the Company and the Union agree to direct their efforts so quality customer service becomes and remains the paramount consideration. The parties believe that the way to achieve success will be to continue to work together in a pro-active relationship based upon mutual gains, cooperation, open communications, flexibility, and informal resolution of issues.

As part of their efforts to establish and maintain a constructive relationship in which the Company, the Union, and the represented employees work together to achieve joint and shared success, the parties will meet regularly, separate from the meetings called for otherwise in this Agreement, to review and resolve any concerns, to plan for future developments, to discuss innovative ideas that the parties may wish to explore, and to develop mutual solutions. These special meetings will be reserved for enhancement of the parties’ working relationship, not for grievances.

No contract language, award, adjustment, interpretation letter, practice, memorandum of understanding, or right agreed to before the effective date of this Agreement remains in effect unless expressly agreed to herein or subsequently agreed to and incorporated.

Written communications by and between the Company and the Union will be answered promptly in writing.

The Company will recall involuntarily furloughed employees in seniority order by notification first by phone and failing that notice will be made in writing and mailed in a manner that allows for proof of the date the letter was mailed, for example USPS proof of mailing, Priority Mail, Certified Mail, UPS, FedEx, etc. A list of recalled employees will be furnished to the local Union. Employees receiving a notice of recall will immediately acknowledge receipt by phone and will report for work on the tenth day of the recall notice, unless a different date is agreed to by the Company and employee.

Employees having other employment, who are recalled for a period of work less than 45 days, may reject the offer without loss of seniority if sufficient employees are available to meet the Company recall needs. Furloughed employees who are recalled (voluntary and involuntary) who fail to return by the tenth day of the recall notice or to arrange a different date that is agreed to by the Company and employee will forfeit seniority rights and be removed from the seniority roster.

ARTICLE G-4. LEAVES OF ABSENCE

(a) Employees on Extended Sick Leave. Employees on sick leave must provide medical documentation concerning their condition every 90 days. Failure to comply may result in termination of employment. The Company will notify employees in writing that their failure to provide the required medical documentation will result in their discharge.

(b) Family Leave. The Company agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations for all eligible employees. Eligible employees include employees at locations with less than 50 employees.

(c) Unpaid Leave of Absence. Employees may be granted an unpaid leave of absence of up to 90 days without loss of seniority. Longer leaves may be granted if mutually agreed to by the Company and the Union. Employees requesting leaves under this provision must submit a written request to their supervisor and will specify that the request for leave be under this provision.

(d) Union Officers and Committee Members. Employees who are full-time officers of Local Union 1700, national or state AFL-CIO, the Amalgamated Transit Union or the plan administrator of a Greyhound/Local 1700 trust will be granted the necessary leave of absence to permit the performance of their duties and will continue to accumulate seniority during such leave. Employees who are full-time officers of Local Union 1700 or the plan administrator of a Greyhound/Local 1700 trust will continue to be covered by the Greyhound-ATU Health and Welfare Trust plan on the same terms as active employees. Co-payments for such health benefits will be received by the Greyhound-ATU Health and Welfare Trust by the 10th day of each month of such coverage.

ARTICLE G-6. MANAGEMENT OF OPERATIONS — It is not the intent of this Agreement to include matters of management herein, and the Company reserves to itself the management, conduct and control of the operations of its business, including:

- The determination of the type, kind, make and size of equipment and when, how and where such equipment will be used;
- The number and qualifications of employees employed by it and their standards of conduct;
- The route and run structure, including additions, eliminations and changes to existing routes and runs;
- The assignment of work to the extent not specified herein;
- Except as otherwise limited under this Agreement, the use of leased operations, joint ventures, independent contractors and franchised operations;
- The prescribing of reasonable rules, instructions and regulations for the safe, proper and effective conduct of its business in a competitive environment not inconsistent with the terms of this Agreement.

The term “reasonable” will have its commonly understood meaning as any rule that is reasonably related to a legitimate objective of management and not the meaning ascribed to it in any arbitration prior to this Agreement.

ARTICLE G-7. DISCIPLINE — Employees will neither be disciplined nor will entries be made against their records without just cause. Use of the term “just cause” in lieu of “sufficient cause” herein is not intended to and will not be interpreted to raise the standard for discipline historically applied under Article G-7. Just cause includes violation of Company rules, regulations and instructions not inconsistent with this Agreement. When discipline is issued, employees will be given written notice specifying the charges and penalty by hand delivery with signed acknowledgement of receipt or mailed in a manner that allows for proof of the date the letter was mailed (for example USPS proof of mailing, Priority Mail, Certified Mail, UPS, FedEx, etc.) within contractual time limits. Notification will be furnished to the appropriate assistant business agent within contractual time limits and the designated shop steward of the Union.

When disciplining employees, complaints, discipline or records, which have been brought to the attention of the Company 24 months prior to the incident, will not be used to determine guilt or penalty. This provision will not apply to safety-related activities, including speeding violations, that are related to a documented traffic violation or ticket, chargeable accidents (only preventable accidents will be charged against a driver’s record), damage to property, personal injury, and use of alcohol

or illegal substances. Speeding violations that are not related to a documented traffic violation or ticket will be removed from consideration any time the employee exceeds one year without incurring another speeding violation.

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

- Employees who are discharged because of misconduct that resulted in their removal from service will not be compensated for their out of service time; and
- Employees who are issued disciplinary suspensions because of misconduct that resulted in their removal from service will be paid only for the time they were out of service in excess of the suspension period.

Regular operators will be paid missed earnings and extra-board operators leave rate.

Customer complaints are a serious matter and operators are expected to treat customers with courtesy so as to avoid complaints. Complaints will be discussed with operators as soon as practicable so corrective action can be taken. A complaint made in writing or in person identifying the customer, operator, date of the incident, and details of the conduct complained of may be the basis for discipline up to and including discharge.

Except in the case of DOT log violations, discipline must be taken within 20 days after the Company's knowledge of the incident or in cases of dishonesty or substance abuse, within 20 days after completion of the investigation. In the case of DOT log violations, the Company must issue discipline within 40 days from receipt of such logs at the operator's home domicile. Discipline based on mystery rider reports or statements from commission agents must be issued within 30 days of the incident, not the date it was reported to the Company.

ARTICLE G-8. GRIEVANCE PROCEDURE

(a) Grievance. All differences, disputes, suspensions, and discipline cases hereinafter collectively referred to as "grievances" between the parties arising out of this Agreement will be handled in the manner set forth below. All days referred to within this provision will mean calendar days.

Step 1. Employees covered by this Agreement who have a complaint under this Agreement will, when possible, discuss the complaint with their supervisor within 15 days from the date of the occurrence in an effort to resolve the complaint without resort to the formal grievance procedure. This Step 1 procedure will not extend the Step 2 time limits to file a written grievance. Final disposition at this step is non-precedent setting and may not be relied upon by the Union or the Company in any arbitration hearing for any purpose.