



Amalgamated Transit Union Local 1415

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NOTICE: Contract Vote Sept 26 2013 offer

The results of the vote on the company's offer are as follows:

The company's current offer was accepted by 57% .

316 ballots were counted, 136 ballots voted to reject the offer, 180 voted to accept the offer, 0 ballots were spoiled.

The proposal has been accepted.

All members are welcome and encouraged to attend Union Meetings, where the business of the Local is done.

On Behalf of the Executive Board
Ian Laird, President
Amalgamated Transit Union Local 1415

Please post on all Bulletin Boards

Tentative agreement Sept 26 2013
Memorandum of Settlement

Between

Greyhound Canada Transportation ULC.

and

Amalgamated Transit Union Local 1415

The following document, in addition to previously signed items, constitutes the full and final agreement negotiated between the parties. All items not contained within this document are deemed to have been withdrawn.

This memorandum of settlement has been established as a result of the parties' collaboration and their intent to have a fair set of operational rules and wages that recognize the efforts of the bargaining unit employees and assists the Company in operating in an efficient, effective and, competitive manner, to the benefit of all parties.

This memorandum of settlement is subject to ratification by members of the bargaining unit.

Both parties agree to unanimously recommend acceptance of this document by the membership.

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

- a) All driving time.
- b) Show time on regular runs and overloads.
- c) Fifteen (15) minutes at the end of all assignments.
- d) Delay time
- e) Protect time

- f) Border Crossings
- g) ~~GCX allowances~~ **(See Letter of Understanding Re Travel Time)**
- h) Charter hours
- i) Layover on runs paid under the regular operator's bi-weekly guarantee will be calculated at half ($\frac{1}{2}$) time.
- j) Commuter Operators as defined in O-25.4 and paid Commuter Operator's bi-weekly guarantee, with layover in excess of four (4) consecutive hours, will accrue all layover time.
- k) Operators who are paid under the regular operator's bi-weekly guarantee and who are requested to be available for the first two (2) hours of their layover, from June 15th to September 15th.
- l) An extra thirty (30) minutes will be allowed for all ~~runs~~ **schedules** that start and/or finish in Detroit.
- m) DHOC time
- n) **Training hours**

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

O-29 LEASED EQUIPMENT

Delete current O29.1 and replace with:

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

made to the first (1st) up qualified spare board operator on the nearest spare board with hours to drive the assignment.

~~O-29.2 Such claims will be distributed as follows:~~

- ~~a) The first (1st) up qualified operator on the spare board with hours to drive the assignment.~~
- ~~b) The first (1st) up operator on the spare board not qualified for driving hours but has enough on-duty hours.~~
- ~~c) The first (1st) up eligible and qualified superboard Operator on duty at that location.~~
- ~~d) The first up eligible and qualified superboard operator who has signed the overtime sheet, and is available to work but not on duty.~~
- ~~e) The next closest spare board(s) as per a, b & c above, continuing to the next closest spare board until the rental claim has been distributed.~~

WAGE RATES

Wage Rates contained in G-28, M-15, T-11 and O-34 will increase by the following:

July 1, 2013	1.0%
July 1, 2014	1.5%
July 1, 2015	1.5%
July 1, 2016	2.0%

Retroactivity:

Operators and Hourly paid employees:

Will receive a lump sum payment equal to the applicable percentage increase on ratification (2013) applied to their gross wages earned between July 1, 2013 and the last complete pay prior to ratification, payable in the third complete pay period following ratification.

NB: Employees hired after July 1, 2013 will have this payment commence with their first day worked.

NEW HIRES-OPERATOR STEP RATES
O-34.1 All Operators hired after ratification;

Start – 80% of top mileage rate

After 1 Yr – 85%

After 2 Yr – 90%

After 3 Yr – 95%

After 4 Yr—100%

TERMINATION OF AGREEMENT

Section 1

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

Section 2

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

LETTER OF UNDERSTANDING #6

July 01 2010

~~It is agreed that a fifteen (15) minute bus parcel express allowance will be paid on trips that operate to the present bus parcel express facility in Toronto and Ottawa.~~

[Note- as per the arbitration decision awarded on July 5, 2012, the 15 minute allowance listed above will be discontinued upon ratification of a new agreement.]

~~Operators booked on the express schedules on the Ottawa - Toronto route will receive thirty (30) minutes for loading and unloading freight in Ottawa.~~

Letter of Understanding #TBA

Garage Travel Time

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

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

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

LETTER OF UNDERSTANDING #TBA

CAPITAL ACCUMULATION PLAN

The Company and Union agree that effective upon ratification, the Greyhound Eastern Employees Retirement Income Plan (the "Plan") will be amended so

that employees hired after ratification will no longer join the existing defined benefit Plan. The Company will provide a new capital accumulation plan whereby employees will contribute a minimum of 2% to a maximum of 4% of earnings and the Company will contribute an amount equal to one-hundred (100%) percent of the employees' contribution, subject to the maximum contribution limits under the Income Tax Act.

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

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

[NOTE: At the time of printing of the Collective Agreement 'upon ratification' will be replaced with the actual date of ratification]

LETTER OF UNDERSTANDING #15

July 01, 2010

- 1. For purposes of this agreement, contributions to the Plan shall be classified as either Normal Contributions or Special Contributions. Normal Contributions shall be defined as the total normal cost of the Plan based on the actuarial valuation of the Plan. For example, in the January 1, 2009 valuation of the Plan, the Normal Contributions were 13.4% of pay. All other contributions shall be considered Special Contributions.**
- 2. Effective on the first complete pay period following ratification employees participating in the Defined Benefit Plan will contribute an amount equal to fifty (50%) percent of the 'Normal Contributions' as described in #1 above to a**

maximum of 7.50%. Annual employee contribution rate adjustments will take place in the pay period containing January 1, based on the prior year valuation.

3. The employer shall not apply to the Minister of National Revenue for an exemption from the 9% maximum on employee contributions. If the Normal Contributions of the plan should exceed 18% of pay in any one year, the entire excess over **7.50%** of pay shall be paid by the employer. For greater certainty, in no case shall employees contribute greater than **7.50%** of pay to the Plan.

The Company and Union agree that the finalizing of the language required for protection of the current defined benefit Plan participants will be referred to the legal councils for both parties for final determination. The current language under discussion will form the basis for the final language.

Previously signed items

G-4.3 Grievances - Third (3rd) Step

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

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

G-5.15 Where discipline is rendered in the form of a suspension, the suspension shall be served **in consecutive calendar days when the employee would normally be in active duty** and will not be served during periods **of off time** such as worker's compensation or sick leave. **It is agreed that the day of the disciplinary hearing may constitute the first day of the suspension period.**

G-5.17 Any employee called to appear before Company officials, where discipline may be contemplated, shall be given twenty-four (24) hours notice to arrange for union representation to accompany him if he so desires. An employee will not be allowed to delay the process by requesting a specific Union Representative. In the event the employee waives union representation, the employee will sign a letter at the interview confirming his/her decision to waive union representation. **A copy of the letter will be furnished to the union office.**

G-14.1 Bulletin Boards

The Union will be allocated secure space on the Company's bulletin boards where notices pertaining to meetings, social events, and other

proper matters will be permitted. **Such notices will be on union letter head dated and signed by an accredited union representative.**

G - 22.13

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

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

G-22.15

Sick Leave Accumulation

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

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

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

G-23.3

The Company will contribute:

Effective July 1, 2013 increase 1%

Effective July 1, 2014 increase 1%

Effective July 1, 2015 increase 1%

Effective July 1, 2016 increase 1%

G-23.4

Employees of Greyhound Canada Transportation Corp **ULC.**, who retire **and are receiving** an early retirement or disability pension shall, until the employee and his/her spouse attain age sixty-five (65), be reimbursed by the Company, for the premiums paid by the retired employee for

continued coverage under the Extended Health Care as provided by the Union's carrier. **In the application of this language the benefit shall not be paid for a period greater than the service time of the retired employee.**

G-25 VACATIONS

G-25.6 It is understood that vacation to all employees will be on a year-round basis. Any employee may, voluntarily, split the vacation for which he has qualified. ~~Employees may voluntarily split the vacation for which they have qualified under this section.~~ All vacation time may be bid at once, as long as none of the weeks commence during the periods of July 1st to August 31st and December 23rd to January 2nd. In the bidding of split vacations, the first (1st) portion of a split bid will constitute the exercise of a seniority right and second (2nd) portion will be bid on the same basis after all other employees on the seniority roster have completed their first bid.

G-30 PASSES

G-30.1 Pass transportation policy will be in accordance with the ~~Company's~~ existing "Greyhound Canada Transportation Corp. **ULC** Travel Policy".

M-3.2 Overtime Board

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

M-3.2 (New)

1. The Company will establish a "Voluntary Overtime List" for Maintenance employees. In conjunction with the first bid of the calendar year all employees will declare if they wish to be placed on the overtime list. Volunteers will be placed on the list in seniority order in the classification that they bid into on the effective date of the bid.
2. When overtime in excess of three (3) hours becomes available, volunteers will be contacted in the order that they are on the list and offered the overtime hours until shifts are filled. The employee who accepts the overtime will be rotated to the bottom

of the list. Overtime of three (3) hours or less may be allocated as an extension of a current shift without the use of the Overtime List.

3. Employees who turn down overtime will be rotated to the bottom of the list. Upon three consecutive refusals of overtime, an employee will be removed from the list for the remainder of the bid. The employee may place his name on the bottom of the overtime list with each bid. Recalled or new employees may place their name at the bottom of the list prior to their first day of work.
4. Employees who cannot be contacted will be deemed to have been notified, but will retain their position on the list.

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

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

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

When an employee has successfully completed the Apprenticeship program and upon certification by the Provincial Government, the employee will enter the Licensed Trades Person classification, subject to a position being available. The employee's seniority in the Licensed Trades Person classification will be determined by the date that the employee first (1st) entered the Apprentice Mechanic's classification, **to a maximum of four (4) years. For clarification, service time as**

per M-4.1 is accrued throughout the Apprenticeship process however, an Apprentice requiring a period in excess of four years will accrue classification seniority to a maximum of 4 years from the date of entry into the program.

An employee who is registered in an Apprenticeship program, who is unable to complete or voluntarily resigns from the program may revert back to a lower classification in which he/she has worked and is able to hold seniority, provided there is a vacancy. His/her seniority will include all time served in any higher classifications. When an employee has successfully completed the apprenticeship program, the employee will enter the licensed trades person classification. The employee will bump in where his/her seniority allows. Should seniority be insufficient for such bump, the employee may be laid off in accordance with the Collective Agreement.

M-4.4

~~Employees currently employed in the Maintenance facility will have first (1st) opportunity to enter into the apprenticeship program.~~ Should no qualified Maintenance employee apply, then the job will be posted within the Company as per article G-18. The Company and the Union further agree that any service person who proves unable to drive a bus following training, will be required to perform the remaining duties and responsibilities of a service employee. The Company is entitled to utilize the individuals in the Service Employee classification to ensure that qualified personnel are available on all shifts, in particular, at least two (2) individuals who are able to perform the driving duties.

M-8.2 At the option of the Company we will provide either a safety shoe/boot, or a shoe/boot rebate. If the Company provides the safety shoe/boot, it will be on a yearly basis purchased from designated national contract vendor. If the rebate is provided, the Company will provide a safety shoe/boot allowance rebate of **up to** one hundred and ~~thirty~~ **fifty** dollars ~~(\$130.00)~~ **(\$150.00)** to mechanics and ~~one hundred and thirty dollars (\$130.00)~~ service employees who are required by law to wear such shoe/boots while working. The shoe/boots must be C.S.A. approved. This allowance will be provided once each contract year. It is understood that should the Company select and require a boot costing more than one hundred and ~~thirty~~ **fifty** dollars ~~(\$130.00)~~ **(\$150.00)** the Company will make up that difference. The employee will be required to submit a receipt showing proof of purchase for the boots.

M-8.4 Company Tools and Equipment

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

Each Trades Person shall provide, at his/her own expense, the hand tools necessary to enable him/her to perform properly the mechanical duties of his/her classification. A tool allowance of three hundred **and fifty** dollars (~~\$300.00~~) (**\$350.00**) shall be paid annually in the first (1st) pay period of December each year to all Trades Person. Apprentice mechanics will be entitled to a tool allowance equal to fifty percent (50%) of that of a Trades Person.

M-14.2 Apprentice Mechanics

Add to the end of the article: **See seniority limitations contained in M-4.2.**

M-14.2 SELECTION PROCESS

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

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

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

Service Technician

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

When a Service Technician position is made available, the posting will be offered to current maintenance employees before being made available to applicants outside of the Company. **The Company reserves the right to post any new or open positions in this classification with a**

requirement that the applicant must hold a valid driver's license and have the skills necessary to drive highway coaches.

M-14.3 Service Employee

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

M-15.2 Shift Premium

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

T-5 GENERAL BID

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

T-6.2 At the option of the Company we will provide either a safety shoe/boot, or a shoe/boot rebate. If the Company provides the safety shoe/boot, it will be on a yearly basis purchased from designated national contract vendor. If the rebate is provided, the Company will provide a rebate of **up to** one hundred and ~~thirty~~ **(fifty)** dollars ~~(\$130.00)~~ **(\$150.00)** or C.S.A. approved safety shoe/boot to all full-time employees who have completed their probationary period. Such employees will be reimbursed once per year no later than December, for the safety shoes/boots provided a receipt for proof of purchase is supplied to the Company. Employees are required by law to wear such safety footwear.

T-7 SHORTAGES AND OVERAGES

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

T.11.3 Shift Premium

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

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

O-3.4

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

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

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

O-4 OPERATORS UNIFORMS

O-4.2 An Operator's basic uniform will consist of tunic, two (2) pair of trousers, nameplate and tie clip. ~~Operators shall have the option of ordering uniforms from a tailor of the operator's choice provided such tailor is approved by the Company and meets the Company's requirements with~~

~~respect to specifications in cloth and tailoring, as well as price.~~ The Company will maintain a posting of the current prices of uniforms.

- O-13.2 When service is suspended due to weather conditions **on the route**, any regular operator who is due to report and has reported, will be paid for that day's work. Notice that service has been suspended will be considered adequate if given at home or the normal report point two (2) hours before normal report time even if the operator cannot be contacted.

O-15 MATERIAL CHANGE

- O-15.1 When regular assignments in a seniority district are so changed that working conditions are materially changed, they shall be cancelled and new assignments advertised for bids. In the application of this Section, the following will be considered "material changes."

- a) Change of location of assignment.
- b) Change of more than one (1) hour in signing on or off time of assignment.
- c) Change of assignment resulting in a difference of ~~one~~ **two** hundred **and fifty** dollars (~~\$100.00~~) (**\$250.00**) or more per month in earnings.
- d) Change of day or days off.
- e) Change of garage or terminal pull in or out.
- f) Change from express run to local or vice versa.

O-22 CALL VERIFICATION

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

- O-24.4 A spare operator at his/her home spare board may declare nine (9) hours of rest if, since his/her last period of rest, his/her earnings exceed ~~two hundred and forty (240)~~ **two hundred (200)** miles driven or his/her charter miles and/or hours of D.H.O.C. miles exceed the equivalent of ~~two~~

~~hundred and forty (240)~~ **two hundred (200)** driving miles. All earnings will be included.

Operators will ~~have the option to~~ remain first up on **their home** spare board until they **have worked or protected for a minimum of six continuous hours**. ~~earn the equivalent of 240 miles driven. Operators must make the first up declaration at the time they are called to report for protection.~~ **If an operator is flipped to the bottom of the board before six hours and work develops that said operator was qualified for the runaround clause applies.**

O-37 SPARE OPERATOR'S BI-WEEKLY GUARANTEE

O-37.1 Spare operators who are available for service twelve (12) days in ~~any a~~ pay period shall receive a bi-weekly guarantee equal to two thousand **three hundred and fifty (2350)** miles ~~driven~~ at the operator's applicable mileage rate. ~~Cost-of-Living three hundred and fifty (2350) Allowance does not apply to this mileage rate.~~

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

O-41 BORDER PAY

~~O-41.6~~ Time paid under this clause will not accrue to any overtime calculation contained in any part of Section O-13 or O-25. **(Move to O-41.5)**

LETTER OF UNDERSTANDING #4

1. For operators retiring after June 15, 1984, the following procedural guidelines, rules and regulations have been adopted to implement an 'option' whereby operators who take early retirement after age fifty-five (55) and prior to age sixty-five (65)-may elect to work during the summer bid period each year **until attaining the age of 65**. It is agreed and understood that these procedural guidelines, rules and regulations may be altered or amended by mutual consent of the parties.

[Numbers 2 - 12 remain unchanged]