

**TEAMSTERS LOCAL 623**

**2020-2023**

**GREYHOUND  
CONTRACT**

# **COLLECTIVE BARGAINING AGREEMENT**

**GREYHOUND LINES, INC.  
&  
TEAMSTERS LOCAL 623**



**FOR THE PERIOD SEPTEMBER 17, 2020  
THROUGH SEPTEMBER 16, 2023**

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## **AGREEMENT**

This Agreement made and entered into by and between **Greyhound Lines, Inc.** hereinafter called the "Company" and **Teamsters Union Local No. 623**, hereinafter called the "Union."

The Company and the Union adopt this article and enter into this agreement with a mutual intent of preserving and protecting work and job opportunities for the employees covered by this agreement.

Should the Company relocate the existing facility within the city of Philadelphia, the employees will continue to be represented by Teamster Local No. 623.

## **WITNESSETH**

Whereas, the parties hereto have reached an agreement as a result of collective bargaining, they hereby contract with each other as follows, it being their intent and purpose that this agreement shall determine the terms and conditions of employment to prevail and to be observed during the period of the agreement.

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

## **ARTICLE I – UNION RECOGNITION**

(a) The Company hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining of all full-time and part-time employees in the following work areas: baggage clerks, express clerks, ticket agents, tracing clerks and janitors (covering fueling/dumping/cleaning) but excluding all other

employees, guards and supervisors, as defined in the Act.

- (b) A part-time employee is any employee hired to work less than 1500 paid hours per calendar year. The Company will furnish the Union a quarterly update of all hours worked for all part-time employees and a year-to-date for hours.
- (c) The Company shall have the right to secure new employees from any source. It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date, shall on the 30th day following the beginning of such employment, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligation of members. The Company will provide the Union with the names of all newly hired employees within 15 days of the employees first day of work. An employee, who has failed to comply with this clause as required by law, shall be terminated.
- (d) The Company shall deduct each month, Union dues, initiation fees and/or uniform assessments as may be prescribed by the Union from all Union employees who sign a dues deductions authorization, which shall be delivered by the Union to the Company. The Company will promptly remit said deductions together with a list of the names for whom the deduction was made to the Union.
- (e) No employee who is full-time on the effective date of this contract will be laid off due to the Company converting a full-time position into part- time positions. A full-time position is defined as a permanent position working eight consecutive hours, for five consecutive days (40 hours per week).

Example, if the Company has a permanent baggage position working 8 a.m. to 5 p.m. on Monday through Friday, the Company will not layoff the full-time employee and work the same shift with two 20 hours per week part-timers.

This language is in no way to be construed as a guarantee of a certain number of full-time positions or employees.

## **ARTICLE II — NO DISCRIMINATION**

The Company agrees that neither it nor any of its officers, managers or supervisors will differentiate amongst, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union, or because of participation in the Union's affairs or because of race, religious belief, color, age, sex, sexual orientation or any characteristic prohibited by applicable law; nor shall the Company or any of its officers, managers or supervisors discriminate against any employee or group of employees for presenting any complaint, dispute or grievance to the Union.

The Union shall not differentiate amongst, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union, or because of race, religious belief, color, age, sex, or any other characteristic prohibited by applicable law.

## **ARTICLE III — LOCKOUTS AND STRIKES**

- (a) There shall be no cessation of work by reason of lockout. There shall be no slowdown or stoppage of work by any employee or employees to bring about any change in this agreement during the period hereof or because of any grievance or alleged grievance. Any employee violating this Article shall be subject to discharge.

- (b) Any dispute concerning whether or not an officer or officers of the Union authorized, supported, sanctioned or approved any violation of this Article, or whether the Union took immediate steps and used its best efforts to end such violation, shall be referred to the grievance provision of this contract for settlement. •

## **ARTICLE IV – RIGHTS OF MANAGEMENT**

The management of the Company and the direction of the workforce, including the right to hire, to suspend or discharge for just cause is vested exclusively in the Company, but these rights shall be so exercised as not to discriminate against any member of the Union or conflict with the provisions of this agreement.

Complaints by the Union alleging such discrimination or conflict, if not settled in the lower steps of the grievance procedure, shall be subject to arbitration. The Company retains the right to make and enforce work rules as long as such rules are not arbitrary or capricious and in no way conflicts with the terms and conditions of this agreement.

## **ARTICLE V – MAINTENANCE OF STANDARDS**

- (a) The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, bonuses, fringe benefits, and general working conditions shall be *maintained* at not less than the standards in effect at the time of the signing of this Agreement, or its effective date, whichever is earlier, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.
- (b) The Company agrees not to enter into any other Agreement or contract, written or oral, with its employees, who are members of the Bargaining Unit,

individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

- (c) Management, employees and bargaining unit representatives will act in a professional manner and treat each other with dignity and respect at all times.

## **ARTICLE VI – SENIORITY**

- (a) In all cases of any decrease or increase of the working force and for bidding, the main factor to be considered will be the length of full-time continuous service with the Company. In each instance a determining factor shall be ability and necessary qualifications to perform the particular job. For purposes of layoff only, the steward shall have super seniority, provided he/she is able to perform the required work.
- (b) A new employee shall work under the provisions of this agreement but shall be employed only on a probationary status for the first 60 days for full-time employees and 90 days for part-time employees. If he/she is employed beyond said 60 or 90 day period, his/her seniority will date from the first day of continuous employment. Probationary employees may be disciplined or discharged at the Company's discretion for any reason and shall not have recourse to the grievance and arbitration procedures.
- (c) A part-time employee shall accumulate seniority from his date of continuous employment for purposes of wage increases and if they become full-time for the purpose of job bidding and vacation. Full-time seniority shall commence on the day they begin full-time work for the purpose of benefits. If a full-time employee goes to part-time, other than due to a reduction in the work force, the



employee shall forfeit all full-time seniority.

- (d) If any employee (1) quits, (2) is discharged, (3) is on layoff in excess of two years, or (4) should fail to report for work upon termination of a leave of absence, or in case of layoff, within seven days of mailing of a recall notice by certified mail, without adequate reason, he/she shall forfeit all seniority previously established and will no longer be considered an employee. It shall be the responsibility of the employee to keep the Company currently informed as to the address and telephone number at which he/she can be reached at any time.
- (e) An employee, who while working for the Company in other than a temporary or part-time position is inducted into the military or naval service of the United States, shall be entitled to re-employment in accordance with the provisions of the law as it exists at the time the application for re-employment is made.
- (f) Upon written request, an employee may be granted a leave of absence, without pay, for personal reasons for a period not to exceed 30 days. Such personal leaves may be extended by the Company, upon written request by the employee, for additional 30 day periods. However, an employee on a personal leave of absence for more than 30 days shall not be eligible for any benefits under this Agreement until such time as the employee returns to active employment. Employees on leave of absence who engage in employment for another employer shall be terminated.
- (g) All new permanent shift openings (40 hours) of more than 60 days will be posted by the Company. A shift opening which the Company intends to have in effect for more than 60 calendar days will be considered

permanent, rather than temporary, for this purpose. The bid will list the primary duties of the job. The 60 calendar day temporary period may be extended upon agreement between the Union and the Company.

- (h) All other things being equal, the Company will offer shift coverage during vacation to part-time employees starting with the most senior employee. If none accept, it will be assigned to the full-time employee with the least seniority.
- (i) It is understood that seniority shall be terminal wide.
- (j) The list of employees ranked according to seniority is attached hereto and made a part of this Agreement (See Attachment "A"). The Company will supply the Union a copy of all forms, both paper and electronic formats, prepared covering the employment, status change, discharge, resignation or layoff of each employee. The Company shall keep posted in a conspicuous place a list of employees showing the seniority date of each. Any protests to the seniority date will be within 30 days of placement on the roster. New employees will be ranked according to date and time of work first performed in the unit. In the event two or more employees start on the same day at the same time, they shall be ranked using their birthdays (using month and date, but ignoring year). In the event of ties involving common birthdays, they shall be ranked alphabetically.
- (k) Probationers shall obtain seniority after 60 days of employment for full-time employees or 90 days for part-time employees. In cases of layoffs, the Company shall terminate probationers before putting into effect the seniority policy, as stated above. Probationers, after having fulfilled 60 days continuous service for full-time employees or 90 days for part-time employees, shall date their seniority from the date they were first employed.

- (l) The Company shall have the unrestricted power of appointment of supervisory personnel.
- (m) When a layoff is made, the employees will be laid off on the basis of their seniority. However, if an employee to be laid off holds a job no senior employee can fill, such employee will be retained and the next senior employee laid off in his/her place.
- (n) Employees laid off for lack of work, when called back to work, shall be re-employed in the terminal in order of their seniority and in accordance with seniority provisions set forth herein.

## **ARTICLE VII — JOB BIDDING**

- (a) When an opportunity for a regular job exists, the Company shall post a notice announcing such a job opportunity and necessary qualifications. Each job posting will show the classification, either Customer Service Associate or Janitor. In addition, the primary duties of the job will be shown, such as "Ticket Office", "Cleaning/Fueling/Dumping" along with other repetitive functions. The other repetitive functions may be assisting supervisors as starters during busy periods or assisting management by working in the Customer Service office answering phones and giving out schedule and fare information. All job postings will provide for employees to do "other duties as assigned."
- (b) Bids for the job must be made by application within seven calendar days after the day the job is posted. If none of the employees who apply for the job have the ability and necessary qualifications to efficiently perform the work of the particular job, the Company may select any person for the job in accordance with the seniority provisions. The job vacated by any employee who

received the job opening shall be filled in the same manner.

- (c) An employee, who through a legitimate bid, received the job posted cannot be bumped off by another employee at any time except by a senior employee whose job is abolished and who is capable of performing efficiently and fulfilling adequately the job requirements or by general bid.
- (d) Any employee placed on the job which was duly posted and which was not bid within the seven calendar days stipulated shall have this job as his/her own as if he/she had bid it.
- (e) During the bidding period, the Company will attempt to place temporarily on the job the employee who may eventually get the job, or fill such position by using a part-time employee.
- (f) Whenever an employee who loses his permanent job has seniority, such employee must select another job within three calendar days from the time he loses his original permanent job.
- (g) Each employee is to train and study at his/her own initiative. Training will be provided to all full-time employees on request to make them capable to perform all job functions. All employees will be paid their regular hourly rate while training. In order to bid a job, the employee must pass tests for the job.
- (h) In the event of a change of start time of more than one hour, if such change exceeds ten days, such job will be posted within 15 days of the start time change.
- (i) An employee may not change job classifications (such as bidding from Janitor to Customer Service Associate) if such change results in another employee being reduced to a lower classification.

- (j) There shall be three general bids per year for full-time employees. One will be held in conjunction with the vacation bid and will be effective the first pay period beginning in January. The second will be held in May to be effective the first pay period beginning in June. The third will be held in August to be effective the first pay period beginning in September.

Three classifications will be recognized at the general bid. They are as follows:

1. GPX, Baggage & Tracing
2. Tickets & Will Call
3. Janitor

The purpose of this Understanding is to allow employees to bid during the general bid within their respective classification listed above. Employees will not be permitted to bid into another classification unless their job is abolished. This clarification is made to prevent employees from being bumped into a lower paying classification or out of a full-time job completely. Employees wishing to change from one of the three classifications recognized at the general bid to another need to successfully bid into that classification through a new job or vacancy.

The general bid will be for the purpose of changing shifts and days off within each classification. An employee must be qualified for the primary work area on the job bid.

- (k) Temporary shift openings due to vacations or other approved leaves of more than five (5) work days will be posted for bid by all qualified part-time employees. Such postings will be available for bid beginning on Thursdays and will be awarded on the following Thursday at noon to the senior qualified part-time employee bidding. Temporary shift openings due to bid and scheduled

vacation that are in excess of one week will be posted as separate weeks.

- (l) No employee will go to a lower pay rate if going to a different classification due to a reduction in work. Such employee(s) will maintain the higher pay rate along with any and all pay increases of the higher rate until the start of the second general bid following the date they went to the different classification. Such employee(s) will retain bidding seniority above other employees in the different classification for the purpose of returning to an open position in the original classification before the second general bid. If there is more than one employee affected, the Company will offer the position starting with the most senior person among the employees who went to the different classification. Should an employee not accept the offer to return to the original classification they forfeit their bidding seniority above employees in the different classification and their rate will adjust to the rate applicable for the position they are holding.

## **ARTICLE VIII — WAGES AND HOURS OF WORK**

- (a) The hourly base wage rates for all employees shall be as follows:

### Customer Service Associates — Effective September 17, 2020

Start Rate	\$10.27
After Probationary Period	\$10.59
After 1 Year	\$11.34
After 2 Years	\$12.25
After 3 Years	\$13.43
After 4 Years	\$14.77 (Top Rate)

Janitors — Effective September 17, 2020

Start Rate	\$9.42
After Probationary Period	\$9.71
After 1 Year	\$10.21
After 2 Years	\$10.65
After 3 Years	\$11.17
After 4 Years	\$12.65 (Top Rate)

- (b) All full time employees who are on time and at work everyday of the work week or have paid time off shall receive an additional \$0.30 per hour.
- (c) Any employee required to work in excess of 40 hours in any payroll week, shall be paid time and one-half for all such overtime. The payroll week shall begin at 12:01 A.M. on Sunday and end at 12 midnight the following Saturday. The Company will determine the pay day, which shall be bi-weekly.
- (d) No employee shall have their base hourly rate reduced as a result of the ratification of this contract.
- (e) All part-time employees who report for work as scheduled will be guaranteed a minimum of three (3) hours should the Company release them prior to the end of the third hour.

## **ARTICLE IX — WORK WEEK**

- (a) The regular work week for full time employees shall consist of 40 hours per week, eight hours per day, excluding lunch periods, five days per week with two consecutive days off or ten hours per day, excluding lunch periods, four days per week with three

consecutive days off, with management having the right to establish work shifts.

- (b) When the Company is in a position where they can schedule overtime twenty-four (24) hours in advance, employees who sign up for overtime' will be called for the work in order of seniority. This in no way requires the Company to have overtime available or guarantees overtime to any employee.

Any employee desiring overtime will be required to sign a "Request for Overtime List" at the beginning of each bid period. The sign-up sheet will be posted throughout the first full week of each bid, employees who desire overtime may sign up. The Company will then arrange the list in seniority order, top down, and keep posted for all members to see for the remainder of the bid period.

- (c) The Company shall post a shift schedule for all employees — regardless of hours scheduled — at the worksite no later than five (5) days before the first day of any new schedule;
- (d) Employees shall have the right to refuse to work additional hours not included in the posted schedule without penalty;
- (e) Existing employees shall be given priority to any additional work shifts before hiring new employees; as qualified and not incurring overtime or exceeding part-time work hour limits;
- (f) The Company must schedule at least nine hours of rest between shifts unless the employee provides written consent;
- (g) There shall be no split-shifts;



- (h) Schedules for full-time employees shall have similar start times for the duration of the bid.

## **ARTICLE X — PREMIUM RATES**

For all hours worked in excess of 40 per week, an employee shall be paid at the applicable overtime rates. Paid personal days will be included when determining hours worked for overtime purposes.

## **ARTICLE XI — TRANSFER RATES**

Employees may be assigned to other than bid duties. Employees temporarily moving from a lower pay rate job to a higher pay rate job will receive the pay of the higher rate job if such move is in excess of one hour. Employees temporarily moving from a higher rate job to a lower rate job will receive the pay of the higher rate job.

## **ARTICLE XII — HOLIDAYS**

- (a) All regular employees, if qualified, will be entitled to receive eight hours' pay at straight time for the following holidays:

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Labor Day

Martin Luther King Day

- (b) If an employee is scheduled to work on a holiday and fails to work, he/she will forfeit his holiday pay, unless they provide a physician's note.
- (c) An employee is not entitled to holiday pay during their probationary period.
- (d) Full-time employees who have completed one year of service as a full-time employee will be allowed a

prorated amount of personal days for the remainder of that calendar year and four personal days per calendar year thereafter. Prorated days will be rounded to the nearest whole day increment. To qualify for personal days, the employee must have one year of service as of January 1 of that year. Personal days must be requested in writing and acknowledged by a supervisor in writing. The Company must respond in writing within 24 hours or the request will be deemed granted. Such request must be made no later than 72 hours prior to the requested day. The granting of such request will be at the discretion of the Company. Personal days may be used as sick days provided an employee must have a physician's note upon return to work if an employee is off in excess of two (2) days. Personal days are on a "use or lose" basis and may not be rolled over into the next year.

For those who submit their personal day request at least ten (10) days in advance of the day requested, the Company guarantees to grant a minimum of at least one (1) personal day for days that are not blacked out. Guaranteed days are granted in the order in which they were received. Requests submitted on the same day will be granted based on seniority. The granting of consecutive "guaranteed" days will be at the discretion of the Manager. A personal holiday calendar is to be made available for employees to view personal holidays available as well as blacked out days.

## **ARTICLE XIII — QUALIFICATIONS FOR HOLIDAYS**

Straight time according to the regular work schedule for hours shall be paid for regular full-time employees for holidays not worked subject to the following conditions.

- (a) An employee must work his last scheduled work shift before the Holiday and his first scheduled work shift after the holiday.
- (b) Regular full-time employees, who are confined by a duly certified illness during the entire week in which the holiday occurs, shall be paid straight time for the holiday. To qualify for such holiday pay, the employee must have performed work within 30 days before the holiday.
- (c) In the event that a holiday occurs during a vacation week, the employee shall receive his/her holiday pay.

## **ARTICLE XIV — MEAL PERIOD AND REST PERIODS**

All scheduled shifts of eight hours or more for full-time and part-time employees shall have a designated lunch period of between 30 minutes and one hour. There shall be two 15 minute rest periods daily to be scheduled by the Company. One shall be during the second and third hours of the shift and one during the sixth and seventh hours thereof.

## **ARTICLE XV — MATERNITY LEAVE**

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties and that maternity leave must comply with applicable state laws.

## **ARTICLE XVI — VACATIONS**

- (a) Vacations will be earned on a seniority date basis and are to be taken in the calendar year. For example, an employee with a seniority date of 6/20/87 would earn his 1990 vacation from 6/20/89 to 6/20/90 and could bid it

to be taken between January 1, 1990 and December 31, 1990.

- (b) No vacation may be taken until an employee completes one year of service.
- (c) If an employee takes his vacation prior to earning it, and leaves the service of the Company, overpayment will be taken from their last pay check.
- (d) Employees will bid their vacation in seniority order. Bidding will be conducted during November or December for the following year. If an employee does not yet have one year, they will bid a time after their seniority date. Employees hired or becoming full-time after November first may be required to carry their first year's vacation into the first calendar quarter of the next year if there are no available slots remaining.
- (e) An employee who is off for 30 consecutive days for any reason except illness will have their vacation reduced by 1/12 for each 30 days of absence. Employees on sick leave will not have their vacation reduced if the time off is less than 60 days.
- (f) The Company will designate the weeks available for bidding and the number of employees allowed to bid each week. The designated weeks will include at least six weeks between July 1 and September 1. Should a vacation week become open due to the vacation week being permanently vacated, such week will be re-posted to allow employees to bid for such week. September through May will be limited to two postings for each initial vacated week.
- (g) Vacation pay shall be as follows:

Employees with one-nine years - two weeks (80 hours)

Employees with ten-nineteen years - three weeks (120 hours)

Employees with twenty or more years - four weeks (160 hours)

- (h) Any employee who has resigned, quit or been discharged shall receive vacation due up to the date of termination, pro-rata.
- (i) The vacation period shall be from 12:01 a.m. Sunday through 12 midnight the following Saturday.
- (j) Full-time employees with 15 years or more seniority may bank one week of vacation to be used one day at a time. These days may not be rolled over and must be taken in the calendar year for which they would have otherwise been bid. These days are subject to vacation blackout periods and must be requested in writing, and acknowledged in writing by a manager, no later than 10 days prior to the requested day. The Company will respond in writing within 48 hours of the request or the request will be granted. The granting of such request will be at the discretion of the Company.

## **ARTICLE XVII — GRIEVANCE AND ARBITRATION**

- (a) In the event of a complaint or grievance arising under the terms of this agreement, the Union Steward shall take the matter up with a supervisor and every reasonable effort shall be made to reach a satisfactory solution. Provided, however, that this shall not bar the affected employee's right first to endeavor to adjust the matter with his supervisor, so long as the adjustment does not violate any provision of this Agreement. On written grievances, the manager, or relevant Company representative, will make every effort with the relevant steward or Union representative to hold a hearing within five business days, but must hold a hearing within seven business days of receipt of the grievance. This may be extended by mutual agreement between the Company and the Union.

- (b) If no satisfactory solution can be reached, the Business Agent of the Union shall take the matter up with the designated supervisor of the Company within five days after the occurrence of the event complained of. If the Business Agent and the Company designee cannot reach a satisfactory agreement, the matter shall be referred to the District Manager in an attempt to resolve the complaint before referring such complaint to arbitration as provided herein.
- (c) Any complaint as to a layoff, suspension or dismissal must be made by the union steward to the Company in writing within seven days from the date thereof or it shall not be subject to arbitration.
- (d) Any grievance or disputes arising under the terms of this agreement which cannot be adjusted by the representatives of the parties shall be submitted to arbitration within 30 calendar days, unless the parties agree to an extension. In the event the parties cannot agree upon an arbitrator, they shall jointly request a list of arbitrators from the American Arbitration Association and shall select the arbitrator from that list by alternately striking names. The decision of the arbitrator shall be final and binding on all parties and the parties agree to comply with such decision. It is clearly understood that the arbitrator shall not have the power to add to, subtract from or alter any of the terms of this Agreement. The fee of the impartial arbitrator shall be borne equally by the parties.

## **ARTICLE XVIII – BULLETIN BOARDS**

The Company agrees to provide bulletin boards at appropriate places on which the Union shall have the right to post notices of union recreational and social affairs, notices of union elections, notices of union appointments, results of union elections, and notices of union meetings.

There shall be no posting of any other matter on these boards unless agreed to by both parties.

## **ARTICLE XIX — WELFARE PROVISIONS**

The Company will make available medical coverage to full-time employees under the Hourly Plan. Such coverage will be determined by the Company as well as the employee premiums.

## **ARTICLE XX — VALIDITY**

If any of the terms of this Agreement are declared invalid by any Court, such decision shall not invalidate the entire Agreement.

## **ARTICLE XXI — DISCIPLINE**

(a) The Company shall follow a policy of progressive discipline involving verbal warning, written warning, one-day suspension, final warning, and discharge except for violations so serious as to warrant immediate discharge as follows:

- (i) Insubordination to a company supervisor by refusing to carry out a work order.
- (ii) Calling an unauthorized strike, work stoppage, walkout;
- (iii) Reporting for work under the influence of liquor or drugs; use or possession of liquor or drugs on Company premises; use of liquor or drugs during working hours (including lunch hour or breaks) [Note: See attachment "B"].
- (iv) Theft or dishonesty;

- (v) Physical or verbal assault on a representative of the Company, employee or customer on the Company's premises.
  - (vi) Three instances of "No-Call, No-Show" within any nine (9) month period will result in termination, otherwise "No-Call, No-Show" will be subject to the normal disciplinary procedure.
  - (vii) Is absent from work in excess of three consecutive days without a reasonable excuse to the Company.
- (b) Warning Notices shall not remain in effect for a period of more than nine (9) months from the date of such Warning Notice.
  - (c) Company will give written notification to an employee, the shop steward and the Union of the reason for the discipline or discharge of the employee. An employee may request that the Union investigate his/her discharge, suspension or warning notice. Should such an investigation reveal that an injustice has been done to the employee, he shall be reinstated as provided for in this Agreement, or the warning notice will be withdrawn.
  - (d) When an employee quits or is discharged, the Company shall pay all money due to the employee on the pay day of the Company following such quit or discharge.
  - (e) If an employee is discharged or suspended as provided for in this Article, pending final disposition of said discharge or suspension, the Company shall continue to make the required contribution for Health and Welfare for a period not to exceed 30 calendar days.
  - (f) Employees shall not be charged for loss or damages unless clear proof of gross negligence is shown.



- (g) No deduction of any kind shall be made without a hearing with the Local Union, if requested.
- (h) Employees handling money shall account for and remit the same to the Company at the completion of each day's work in accordance with the Company's Overage/ Shortage Policy. An employee's cash turn-in shall be verified or audited by the Company. The employee must secure supervisory cash verification prior to leaving the terminal. If the Company fails to verify an employee's cash turn-in, no deduction or disciplinary action shall be taken. Employees will no longer be required to pay shortages, however employees who are short will be subject to the progressive discipline for the shortages. The shortage discrepancy form will be completed and placed in the employees file and a copy will be given to the Union Steward. Shortages of \$50.00 or more are considered serious and anyone shortage of \$50.00 or more may subject an employee to immediate termination upon completion of an investigation into the cause of the overage/shortage, which can be appealed through the grievance procedure. This in-no way prohibits the Company from suspending and/or terminating an employee for repeated errors or for serious errors and/or shortages or for acts of theft or dishonesty.

If an employee is kept from working during an investigation and is not discharged at the conclusion of the investigation, he/she will be paid lost wages for scheduled time missed during the investigation, less any suspension issued.

- (i) The Company recognizes the employee's right to be given requested representation by a Steward, or a designated Union representative, at such time as the employee reasonably contemplates disciplinary action. The Company also recognizes the steward's right to be given requested representation by another Steward, or a

designated Union representative, at such time as the Steward reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a steward present whenever the agents of the Company meet with an employee concerning grievances, discipline, or investigatory interviews. In such cases, the meeting shall be reasonably delayed until the Steward or alternate Steward is present in person or by phone. The Union will maintain a list of Shop Stewards and alternates with the Company. If an employee does not wish to have a Union Steward a note of such request will be made for the file and can be shared with the Union for their records.

## **ARTICLE XXII — DRIVE**

Upon receipt of a written authorization for deduction from wages, the Company agrees to deduct from the wages of employees their contributions to the Teamsters Local No. 623 Political Action Fund (DRIVE), or such similar organization as may be requested by the Union. The Company will make deductions on a bi-weekly basis as provided in the authorization and will forward the amounts deducted to the Teamsters Local No. 623 Political Action Fund, 4369 Richmond Street, Philadelphia, Pennsylvania 19137, once each month. No such deduction shall be recognized if it is in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

## **ARTICLE XXIII — CREDIT UNION**

The Company agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the Company written authorization to make such deductions. The amounts so deducted shall be remitted to the BellTelco Federal Credit Union, 1410 Bywood Avenue, Upper Darby, Pennsylvania 19082, once each month. The Company shall not make deductions and

shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks which the employee's earnings shall be less than the amount authorized for deductions.

## **ARTICLE XXIV — INSPECTION PRIVILEGE**

It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Union officials shall have the right to enter the premises of the Company to satisfy themselves that this Agreement is being observed.

The union business agent or their representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay is in dispute.

## **ARTICLE XXV — STEWARDS**

The Company recognizes the right to the Union to designate shop stewards and alternates in accordance with present practice.

- (a) The authority of Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
  - (i) The investigation and presentation of grievances in accordance with the provision of the Agreement;
  - (ii) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
    - 1. Have been reduced to writing, or

2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with Company's business.
- (b) Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by official action of the Union.
  - (c) The Company recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slow down or work stoppage in violation of the Agreement.
  - (d) Stewards shall be permitted to investigate, present and process grievances on the property of the Company, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

## **ARTICLE XXVI – PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Company's place of business.

## **ARTICLE XXVII — SUPERVISORS AND FOREMEN**

- (a) No Supervisor or other non-union personnel shall perform the duties done ordinarily by employees in the bargaining unit except for purposes of instruction/training, handling of customer complaints or when sufficient bargaining unit employees are not available.
- (b) When additional employees are necessary to complete the Company's operations on any shift or within any classification, the supervisor shall first call no-less than five (5) employees on the "Request for Overtime List" in seniority order, who are qualified to perform the needed duties. Once the calls have been made the Steward or designated Union representative shall be informed that the calls were made.
- (c) If sufficient bargaining unit employees are not available non-bargaining unit employees may only perform bargaining unit work until bargaining unit employees are available.
- (d) If it is determined at any step of the grievance and/or arbitration procedure that this Article has been violated, the aggrieved employee will be paid \$50.00

## **ARTICLE XXVIII — LAYOFF NOTICE**

The Company will give all regular employees three working days' notice of layoff for lack of work, or pay in lieu thereof. These provisions shall not apply when a layoff is caused by reasons beyond the control of the Company.

## **ARTICLE XXIX — SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Company agrees that no work or services of the kind, nature or type, presently performed by the bargaining unit will be sub-

contracted, transferred, leased, assigned or conveyed in whole or in part to any persons or non-unit employees, unless otherwise provided in this agreement.

## **ARTICLE XXX – 401(k) FULL TIME EMPLOYEES**

The Company will make a 401(k) plan available. The Company will make a contribution of \$0.50 cents for each dollar of the first five percent of eligible pay the employee elects to contribute to the Plan. The Company contribution may be made in cash and/or stock. Company matching contributions will be made no later than June 30th of the year following the year for which contributions are being matched. The stock contributed will be valued as of the date the matching contribution is made. Employees who work 1,000 hours or more in a calendar year and are an active employee on the last day of the calendar year are eligible for the Company matching contributions in the 401(k) Plan. Company matching contributions vest after an employee has completed three years of vesting service with the Company. A year of vesting service is each calendar year in which the employee works at least 1,000 hours. The Company will bear the administration costs associated with the 401(k) Plan, retain the right to choose the plan administrator and exercise all shareholders rights with respect to such stock. Teamsters Union Local No. 623 herein accepts and agrees to abide by the terms of the Plan and its related Trust and herein waives any rights to participate in the administration, amendment, or termination of the Plan or its related Trust.

The Company retains the right to distribute the portion of a participant's account held in the Company stock fund in the form of stock.

## **ARTICLE XXXI – SAFETY**

The Company and the Union agree that the safety of the employees and the general public is of utmost importance.

- (a) The Company shall make every reasonable effort to provide for the safety of employees and the public, including, but not limited to, the maintenance of entrances and exits, employee-only areas and will maintain sanitary conditions.
- (b) The Company will provide the Union with the schedule of security upon request.
- (c) If an employee has reasonable apprehension of serious injury to themselves or the public or when the above minimum standards of safety have been compromised, the employee will immediately discuss the issue with management. Failing agreed upon resolution, the employee will be approved to leave early. The Union will be notified of such instances. If it is determined there is an abuse of this language, the absence could be unexcused and may be subject to discipline.

## **ARTICLE XXXII – GENERAL CLAUSES**

- (a) The Company shall furnish appropriate work uniforms and rain gear or other equipment to each employee when needed (employee maintain). The uniforms for ticket agents will include slacks and shirts (short sleeve and long sleeve) .
- (b) Any employee working overtime will not be given time off to offset the overtime work.
- (c) Where new types of equipment and/or operations or classifications for which rates of pay are not established by this Agreement are put into use after the date hereof, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon shall be effective as the date the equipment is put into use.

- (d) Part-time employees are not entitled to any benefits under this agreement, except as specifically provided for in this agreement.
- (e) An employee accepting a non-union position will forfeit all bargaining unit seniority.
- (f) The Company may institute bonuses and/or incentives for full-time and/or part-time employees. Such bonuses and/or incentives will be discussed with the Union in advance. The Union may elect not to participate.
- (g) Funeral Leave - A full-time employee shall receive up to three days paid leave per occurrence for loss of an employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter, grandchild, grandparent or spouse's grandparent. To be eligible for paid funeral leave, the employee must attend the funeral of the deceased relative. Pay will be only for scheduled time missed. The Company reserves the right to request written proof.
- (h) Jury Duty - Full-time employees will receive and be paid for up to five days, unless state law requires otherwise. Notice must be given to the Company and written proof of jury duty must be provided upon return to work. Pay will be only for scheduled time missed.
- (i) Bargaining unit employees will not be removed from their primary duties for the exclusive purpose of training employees which would normally be performed by a supervisor.



- (j) A part-time employee will receive time and one-half (1 1/2) for any work performed on the following holidays:

Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

In order to receive the above, the employee must work their entire designated shift on their work day immediately prior to and after the holiday.

- (k) Stools - Ticket, customer service and GPX agents will be allowed to use stools only when not interacting with customers in any manner.
- (l) In the case Greyhound service is suspended in Philadelphia and an employee is not able to report for their shift, the employee may call management and request to use a personal or banked vacation day. The approval of these days will be dependent on the needs of the business.

## **ARTICLE XXXIII — BLACK OUT PERIODS**

- (a) The Company shall post a list of Blackout Periods in the worksite at the beginning of each year.
- (b) Personal Days Guaranteed are subject to Blackout Periods as stated in Article— XII – Holidays.
- (c) Vacations and Banked vacation Days are subject to Blackout Periods as stated in Article XVI – Vacations.
- (d) During Blackout Periods the Company will make every reasonable effort to sufficiently staff the worksite.

- (e) The Company retains the right to define blackout periods for the purposes of vacation and personal days.
- (f) The two most senior employees bidding vacation weeks during the blackout periods between February and October will be awarded their first choice, as long as they are not the same week.
- (g) During vacation bidding, employees will be allowed to choose a holiday on which they would like to use a personal day. The two most senior employees requesting to use a personal day on the holiday, will be granted their first choice, as long as they are not the same day and so long as they are not during the vacation weeks awarded above.

## **ARTICLE XXXV — TRANSFER OF COMPANY TITLE OR INTEREST**

The Company shall give notice of the existence of this Agreement, including a copy of this Agreement, to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. Teamsters Local Union 623 shall also be advised of the transaction, not including financial details.

## **ARTICLE XXXV — TERM OF AGREEMENT**

This agreement shall become effective on September 17, 2020 and shall, continue in full force and effect up to and including September 16, 2023, and from year to year thereafter unless either party gives to the other written notice at least sixty days prior to the expiration date in 2023, or the expiration date in any year thereafter, of its intention to have the same changed or terminated.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

For the Company:

*David S. Leach*  
**DAVID LEACH**

PRESIDENT & CHIEF EXECUTIVE OFFICER  
GREYHOUND LINES, INC.

For the Union:

*Richard Hooker Jr*  
**RICHARD HOOKER JR.**

SECRETARY TREASURER &  
PRINCIPAL OFFICER  
TEAMSTERS UNION LOCAL N° 623

## **ADDENDUM — WAGE REOPENER**

In addition to the proposals agreed upon above and ratified on the date given above the parties have also agreed to a \$100 ratification payment to each active bargaining unit employee.

The Company agrees at the expiration of 18 months following a ratification of the agreement, the Union can request to negotiate over wages only. All other articles of the collective bargaining agreement will remain in effect for the entire three years of the term thereof.

For the Company:

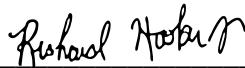


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**DAVID LEACH**

PRESIDENT & CHIEF EXECUTIVE OFFICER  
GREYHOUND LINES, INC.

For the Union:



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**RICHARD HOOKER JR.**

SECRETARY TREASURER &  
PRINCIPAL OFFICER  
TEAMSTERS UNION LOCAL N<sup>o</sup> 623

