

4672



**AGREEMENT BETWEEN**

**MEGABUS USA, LLC**

**And**

*Jeffery Mayer*  
*Jeffery Mayer*

**TEAMSTERS LOCAL 777**



**April 1, 2012 – March 31, 2017**

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*JEFFY MAXEY*

**ARTICLE 1**

**PURPOSE**

**Section 1.** This Agreement is between Megabus USA, LLC ("the Employer" or "the Company") and Teamsters Local 777, Affiliated with the International Brotherhood of Teamsters ("the Union" or "Local 777"). It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the Company and its employees, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto during the life of this Agreement. All collective bargaining members of Local 777 at Megabus agree to further the interests of the Company at all times as long as such is consistent with the terms of this Agreement.

**Section 2.** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual preference or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, sexual preference, or age. Nothing in this agreement shall be interpreted to deny any employee her/his ability to raise statutory discrimination claims through applicable court or administrative proceedings.

The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

The Employer will abide by the Americans with Disabilities Act.

*Jeffery Mayer*

Any reference to employees in the feminine gender also applies equally to male employees, and any reference to employees in the masculine gender also applies equally to female employees.

**ARTICLE 2**

**UNION SECURITY, RECOGNITION, AND CHECK-OFF**

**Section 1**

**A. Recognition** - Pursuant to a card check conducted by an impartial arbitrator on November 29, 2011, the Company recognizes and acknowledges that the Union is the exclusive representative of all employees in the following bargaining unit:

All full-time and regular part-time motor coach drivers employed by the Company at its facility located at 4400 Racine Avenue, Chicago, Illinois excluding all tour/trolley bus drivers, dispatchers, mechanics, technicians, bus washers, bus loaders, office clerical employees, guards, professional employees and supervisors as defined in the National Labor Relations Act, as amended.

*Jeffrey M. Avey*  
*Jeffrey*

The parties acknowledge the existing practice of management personnel performing bargaining unit work in the event of an emergency or for training purposes, and agree such practice shall continue.

**B. Union Security** - All present employees who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local



Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the effective date of this subsection or the date of this Agreement whichever is the later.

C. The Employer will give to the Union, in writing, on a monthly basis, the following information:

(1) Name and home address of any newly hired employee in the bargaining unit;

(2) date of first workday.

An employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Local Union, certifying that membership has been, and is continuing to be offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues payments.

D. Nothing contained in this section shall be construed so as to require the Company or Union to violate any applicable law.

**Section 2. Check-Off** - The Employer agrees to deduct from the pay of all employees covered by this Agreement who execute and file the appropriate written authorization the dues, initiation fees, DRIVE deductions, legally established credit union and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions within two (2) weeks of receipt of invoice for same by the Union.

D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expense incurred in administering the weekly payroll deduction plan.

**Section 3. Indemnification** - The Union agrees that it will indemnify and hold harmless the Company for any and all costs, including attorneys fees, relating to any and all claims, complaints, actions at law or other proceedings instituted against the Company, based upon the Company's compliance with the Union Security or Check-Off provisions of this Agreement.

### **ARTICLE 3**

#### **PRODUCTION EFFICIENCY AND MANAGEMENT RIGHTS**

**Section 1.** The Management of the Company and the direction of the working forces of the Company including, but not limited to, the right to hire, suspend or discharge for just cause; to purchase, sell, enlarge, combine, decrease, divide, transfer, lease, rearrange; to make and enforce reasonable work rules with copies to the Union and the employees; the right to relieve employees from duty because of lack of work or other legitimate reasons; to designate the type of work to be performed; how work will be performed; work schedules and methods; the assignment of personnel and all

other management rights, except to the extent specifically limited by the terms of this Agreement, are vested exclusively in and reserved to the Company, provided that the exercise of such rights will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provision of this Agreement.

**Section 2.** The failure of the Company to insist upon a strict performance of any of its rights under or of any of the terms or conditions contained in this Agreement, shall not be deemed a waiver or modification of its rights to insist upon strict performance of all the terms and conditions of this Agreement thereafter.

#### **ARTICLE 4**

#### **NO STRIKE – NO LOCKOUT**

**Section 1.** During the term of this Agreement, there shall be no strikes walkouts, sympathy strikes, slowdowns, picketing or other interruptions of work for any reason whatsoever

Jeffery Maxey

**Section 2.** The Union and its officers and representatives, including employee representatives such as shop stewards, shall immediately take positive and evident steps to prevent or stop those involved in any activity or conduct described in Section 1 above, or any similar activity from starting or continuing such activity or conduct. In cases of unauthorized activity described herein, the Employer may impose disciplinary measures or may discharge any or all of the employees directly or indirectly involved and such discipline or discharge shall be deemed to be for just cause.

**Section 3.** In consideration of the foregoing, the Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

## **ARTICLE 5**

### **EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provision of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 1. STEP 1**

- A.** A Grievance shall be defined as a claim by one party that the other party has violated a term or provision of this Agreement.
- B.** Any employee having a grievance, or one (1) designated member of a group of employees having the same grievance, shall first take it up orally with the supervisor.
- C.** In the event the grievance is not settled by this discussion, the employee shall reduce the grievance to writing within five (5) working days of the event grieved and sign the grievance form provided for the purpose and give it to the representative of the Company, at which time the employee may also request the presence of his Steward. The Company shall give its decision in writing as soon as possible but in any event within ten (10) working days (excluding Saturdays, Sundays and holidays) and sign the grievance form in the space provided. The failure of the Company to meet any time deadline set forth in the Article shall be deemed a rejection of the

grievance or complaint, not a granting of the grievance or complaint, and the employee or the Union may proceed to the next step.

## **STEP 2**

**A.** In the event a satisfactory adjustment is not made in Step 1 and further appeal is desired, the case must be presented by the grievant or the Union to the designated representative of the Company within ten (10) working days after the grievance was answered in Step 1. If the case is properly appealed to Step 2, it shall be discussed at a grievance meeting with the Company.

**B.** Regular meetings of reasonable frequency will be held by the parties for hearing of such grievances, frequency to be predicated upon volume of grievances and to be mutually agreed upon by the representatives of the parties. Special meetings may be requested by either party upon three (3) days' notice to hear a specific grievance having continuing liability or special significance or importance.

**C.** The Company's decision after hearing of a grievance shall be written on the grievance form and signed by the Company representative within ten (10) working days (excluding Saturdays, Sundays and holidays) after the grievance was discussed at the grievance meeting. The grievant or the Union shall indicate acceptance or rejection of the decision within five (5) calendar days of receipt of the decision and sign the grievance form.

## **Section 2. Arbitration –**

**A. General** - Notice of intent to arbitrate any grievance falling under the scope of this contract which is not settled in Step 2 of the grievance procedure shall be filed in writing with the other party within ten (10) working days after the end of proceedings under Step 2; otherwise, such grievances shall be considered settled.

**B. Selection of Arbitrator** - In the event the parties are unable to agree on an arbitrator, the party seeking arbitration will file an appropriate demand with the Federal Mediation & Conciliation Service ("FMCS") or mutually agreed upon arbitrator. The selection of an arbitrator and the arbitration proceedings will be governed by the FMCS rules governing labor arbitration.

**C. Decision of the Arbitrator** - The arbitrator shall render his decision within thirty (30) calendar days after the closing of the proceedings. The award shall be signed by the arbitrator and copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal under this contract from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees covered by this Agreement and the Company.

**D. Authority of Arbitrator** - The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by the Agreement or to arbitrate any new provision into this Agreement. The arbitrator's only authority is to interpret and apply provisions of the Agreement. It is further understood and agreed that the arbitrator shall not rule on

proposed amendments to or proposed modifications of this Agreement or its extension or renewal.

**E. Expense of Arbitration** - The costs of arbitration shall be borne equally by the parties.

## **ARTICLE 7**

### **DISCHARGE AND DISCIPLINE**

**Section 1.** Employees who have completed their probationary period may be disciplined and discharged only for just cause.

**Section 2.** When progressive discipline is appropriate, it will generally consist of the following:

- (1) verbal warning (which shall be noted in writing);
- (2) written warning;
- (3) final written warning or suspension; and
- (4) discharge.

**Section 3.** While the Company and the Union agree that progressive discipline is the preferred manner of disciplining employee, it is recognized that certain major offenses will warrant summary discharge of the employee. These offenses include, but are not limited to: Failure to report an accident and/or property damage; unauthorized use of vehicles or equipment; willful abuse or damage to Company property and/or equipment; gambling on Company premises or property owned by the Company; abuse or misuse of Company communication equipment, including the use of obscene or profane language; theft or dishonesty of any kind; unauthorized use of Company issued credit card; fighting or abusive conduct towards anyone; intoxication or drug use or possession of unlawful substances on Company property; and

possession of weapons on Company property; and ineligibility to drive a motor coach under governing state or federal regulations.

#### **Section 4. Miscellaneous**

A. Discharge must be by proper written notice given to the employee, the Steward and the Union.

B. Notification of disciplinary action will be implemented within ten (10) working days of the Company's knowledge of the infraction.

C. The Company shall have the right to consider an employee's previous record of service in determining the disposition of disciplinary proceedings.

D. Violation of any state, federal or city laws governing motor vehicles when driver is negligent - driver to pay fine.

E. Replacement cost of Company issued cell phones which are lost or damaged will be the responsibility of the employee. Upon termination or resignations, employee must turn in all his/her Company property assigned to him/her prior to receiving his/her last paycheck. The Company may deduct all monies owed the Company from the last paycheck.

### **ARTICLE 8**

#### **PAY DAYS**

**Section 1.** Employees shall be paid in full on regular paydays for all time worked. Each employee shall be provided with a statement of gross earnings, number of hours worked and an itemized statement of all deductions made for any purpose.



**Section 2.** The current pay day is every other Friday for the two (2) week payroll period ending the Sunday prior to the pay day. The Employer reserves the right to change the pay day upon due notice to the Union and the employees.

## **ARTICLE 9**

### **LEAVES OF ABSENCE**

**Section 1.** The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided ten (10) days notice is given to the Employer by the Union, specifying length of time off. No more than two (2) employees will be granted such leave at a time.

**Section 2.** Any employee desiring a personal leave of absence from his employment shall secure written permission from the Employer. Notice of the granting or denial of such request will be provided to the Union. The maximum leave of absence shall be for sixty (60) days and may be extended up to an additional sixty (60) day period at the discretion of the Company. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

**Section 3.** The Company will comply with the provisions of the federal Family and Medical Leave Act.

## ARTICLE 10

### STEWARDS

**Section 1.** The Employer recognizes the right of the Local Union to designate job steward(s) and alternate(s) in writing from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

**A.** The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;

**B.** The collection of dues when authorized by appropriate Local Union action;

**C.** The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such message 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, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

**Section 2.** Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job

steward or his designated alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

**Section 3.** The job steward or his designated alternate shall be permitted reasonable time to investigate, present, and process grievances on the company property on his or her own time without interruption of the Employer's operation; and where mutually agreed to by the Local Union and Employer, without loss of time or pay.

## **ARTICLE 11**

### **INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to as long as there is no interruption of the Company's business operations. The Union agent must call in advance to advise management of his intention to visit at the facility.

## **ARTICLE 12**

### **UNION BULLETIN BOARDS**

The Employer agrees to provide a suitable a Union bulletin board in the drivers' room. Posting by the Union on such boards is to be confined to official business of the Union.

## **ARTICLE 13**

### **EXAMINATION OF RECORDS**

The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual in the bargaining unit

whose pay is in dispute for which a grievance is pending at a time and place mutually agreed upon by the Employer and the Union.

#### **ARTICLE 14**

##### **PHYSICAL EXAMINATIONS / DRUG AND ALCOHOL TESTING**

**Section 1.** Physical, mental, or other examinations required by a government body or the Employer shall be promptly complied with by all employees. The Employer shall pay for any required drug or alcohol testing and for the physical examinations given by the Employer's Medical Examiner as required by DOT regulations with regard to issuance of a DOT Medical Certificate.

**Section 2.** A payment of one (1) hour will be made, at the operator's base rate of pay, for drug and alcohol testing, provided the time spent is outside their scheduled run.

**Section 3.** The Employer reserves the right to select its own medical examiner or physicians for the purpose of implementing this Article.

#### **ARTICLE 15**

##### **PROBATIONARY EMPLOYEES**

A new employee (i.e., who has completed training) shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) calendar day trial period during which period such employee may be terminated without further recourse. After the employee has served and satisfied the trial period, he shall be placed on the regular seniority list.

## **ARTICLE 16**

### **SENIORITY**

**Section 1.** Seniority is an employee's tenure, within his classification, from his/her most recent date of hire. In the event an operator's seniority is terminated, and he/she is later rehired, the operator will be treated as a new hire.

**Section 2.** In the event of a slack season or insufficient work, the Employer shall, upon notification to the Union, have the right to layoff one or more employees. In the event of a layoff, said lay-off(s) shall be made based on seniority, as well as the employee's ability to perform the available work. The Employer shall solely decide the ability to perform the available work. As to recalls this shall likewise be true. Seniority shall be lost under the following circumstances, which are also grounds for immediate termination:

1. If an employee resigns or voluntarily leaves the employment of the Company.
2. If an employee has been discharged by the Company for just cause.
3. If an employee fails to return to work from a layoff within five (5) days after notification by the Company, by certified mail, to the employee's last known address.
4. If any employee has been laid off for a period of three (3) consecutive months
5. If an employee is absent without notifying the Company for two (2) consecutive days.

6. If an employee exceeds the time limits for an authorized leave of absence.
7. If an employee is absent because of proven illness or injury for a period in excess of six (6) months. In the event of absence for less than six (6) months because of proven illness or injury, employee must notify Employer within sixty (60) days of his intention to return to work, and must bring a doctor's certification upon returning, certifying that his able to perform his duties.

**Section 3.** Each employee is at all time responsible for having a correct address and telephone number on file at the Company's office. Notification to the personnel department of address and/or telephone number change shall meet Company requirements. Upon notification, the personnel department shall assure the employee a written receipt acknowledging the change. All notices mailed to employee shall be deemed to have been properly given if mailed to the last known address on file.

**Section 4. Run Picks**

- A. The Employer shall designate the runs which shall be bid to the employees, on the basis of seniority, at least twice (2x) each year.
- B. When a bid is conducted, the runs will be provided to the shop stewards and posted for a minimum of three (3) days.
- C. In the event a run becomes open due to the departure of an employee, the Employer may fill the run (on the basis of seniority) from the spare drivers until the next bid.

**Section 5. Part-Time Employees**

Part-time employees shall have a separate seniority list, and shall be considered junior to all full-time employees. Part-time employees shall be subject to the wages scales and increases set forth in this Agreement, but shall not receive any of the other terms specified herein.

**ARTICLE 17**

**WAGES**

**Section 1.** Trainees will be paid \$12.00 per hour, and upon completion of training they will go to the then applicable entry level rate minus \$0.50 per hour. Upon completion of their probationary period, the employee goes to full entry level rate. Entry level rates shall be as follows:

<u>Effective Dates</u>	<u>Entry Level Rates</u>
April 2, 2012	\$13.50/hour
April 1, 2013	\$14.00/hour
March 31, 2014	\$14.50/hour
March 30, 2015	\$15.00/hour
March 28, 2016	\$15.75/hour

**Section 2.** Employees who have completed their probationary period shall receive the following wage increases:

<u>Effective Dates</u>	<u>Increases</u>
April 2, 2012	\$1.50/hour
April 1, 2013	\$0.50/hour

March 31, 2014 \$0.50/hour

March 30, 2015 \$0.50/hour

March 28, 2016 \$0.75/hour

**Section 3.** \$1.25 per hour premium will be paid for all hours worked in any shift that is scheduled to include the hours of 1:00 a.m. to 3:00 a.m.

## **ARTICLE 18**

### **HOLIDAYS**

**Section 1.** Full-time employees will be eligible for holiday pay on the following holidays:

New Year's Day      Martin Luther King

Memorial Day      Independence Day

Labor Day      Thanksgiving

Christmas Day

Each holiday payment will be made for the day that the applicable holiday is observed.

To qualify for a holiday payment, operators must have completed their probationary period and have satisfied the eligibility requirements within this section.

An employee who fails to work or complete his work assignments on his last scheduled workday proceeding the holiday, the holiday (if scheduled) and his first scheduled work day following the holiday, will not be eligible for the holiday pay. If an employee requests to be excused from work in writing on any of the qualifying days as described above and the request is granted, said employee will be eligible for the holiday payment.

**Section 2.** Holiday pay shall be based on eight hours pay at the employee's hourly rate of pay.



**Section 3.** Employees may take a maximum of five (5) unpaid personal days each year. Employees must schedule time off on the personal days of their choice at least seven days in advance (at least 24 hours advance notice for emergency). Requests for the day off will be honored on a first-come, first-served basis, provided there is sufficient manpower available on the date in question.

## **ARTICLE 19**

### **VACATIONS**

**Section 1.** Vacations will be earned yearly based on the employee's most recent date of hire. Employees must work a minimum of 200 days each year between their anniversary dates (date of hire) to be eligible for vacation. Full-time employees that have not completed one full year of employment will not be entitled to any vacation pay for time off. The pay for a vacation week will consist of five (5) eight (8) hour days, at the employee's regular hourly rate of pay.

**Section 2.** Vacation time will be picked yearly, for the upcoming one-year period. Employees who have earned a vacation, after completing the following time periods, will be permitted to pick a vacation during the upcoming period January 1 through December 31.

- After completing One (1) year employment – One (1) weeks vacation.
- After completing Two (2) year employment – Two (2) weeks vacation.
- After completing Seven (7) year employment – Three (3) weeks vacation
- After completing Twelve (12) year employment – Four (4) weeks vacation

## **ARTICLE 20**

### **BEREAVEMENT PAY**

**Section 1.** Employees, who have completed their probationary period, shall be entitled to a maximum of three (3) consecutive days off with pay when death occurs in his

immediate family, namely the date on which the funeral takes place and two (2) days immediately preceding said date. Immediate family shall mean father, mother, spouse, children, brother, sister, step parents, step children, step siblings, and grandparents, or grandchildren. Additionally, employee shall be granted three (3) unpaid days off to attend the funeral of, a current mother or father in law, brother or sister of a spouse, aunt, uncle, or first cousin.

**Section 2.** To be entitled to compensation under this section, employee must notify the Company as soon as possible that a death in his family has occurred and submit proof, if requested, that he attended the funeral service. Employee who is eligible for payment under this section, shall be paid eight (8) hours straight time (at the employee's rate of pay), for each day that he is eligible for compensation (maximum of three (3) days).

**Section 3.** The Employee will not be entitled to bereavement pay if the leave falls on a paid holiday, paid vacation, the Employee's regular day off or when the Employee is not scheduled to work for any reason.

## **ARTICLE 21**

### **HEALTH INSURANCE**

**Section 1.** The Employer shall continue to make available the health insurance programs generally available to non-unit employees of Coach USA, on the same basis, as such may change from time to time.

**Section 2.** Effective January 1, 2013 the Employer shall also make available the Area Teamsters HMO Health Insurance Plan as described by the Union in negotiations, with the costs borne 75% by the Company, 25% by the Employee, the Area Teamsters Dental Plan (costs allocated 75%/25%), the Area Teamsters Vision Plan (employee paid) and the Area Teamsters Disability Insurance (employee paid). Employees who

choose to participate in the Union's health insurance program cannot elect to join or re-join the Coach medical, dental or vision plans for the balance of the term of this Agreement.

**Section 3.** Employees who elect to participate in the Area Teamsters HMO Plan shall continue to be eligible for the Coach USA life insurance and AD&D insurance plans.

## **ARTICLE 22**

### **UNIFORM ALLOWANCE**

**Section 1.** Employees shall be required to wear the Company's prescribed uniform, which may change from time to time at the discretion of the Company.

**Section 2.** Full time employees shall receive a uniform allowance of \$435.00 upon successful completion of training, and a further allowance of \$212.00 each year thereafter.

**Section 3.** Employees may wear a Union pin.

## **ARTICLE 23**

### **401(k)**

Full-time employees will be permitted to join the Coach USA, Inc. 401(k) Retirement Savings Plan after completing twelve (12) months of service.

The Company participation in the 401(k) Plan will be based on the voluntary participation of each employee and subject to all applicable laws and rules. The Company will contribute a sum equal to one-half (1/2) of the first six percent (6%) voluntarily contributed by the employee. (Example: If the employee contributes 1% of his pay the Company will contribute ½ of 1%; if the employee contributes 2% the Company will contribute 1%; if the employee contributes 6% the Company will

contribute its maximum of 3%.) It is understood that the terms of the Plan may be changed from time to time, as set forth more fully in the Plan documents.

## **ARTICLE 24**

### **INTER-LOCAL PENSION FUND**

Effective April 2, 2012 the Employer shall withhold five (\$5.00) dollars, the dollar amount established by Local membership vote, from each employee's gross weekly wages and shall forward such amounts so withheld monthly to the "Trustees of the Inter-Local Pension Fund," to Local 458 GCC/IBT at 455 Kehoe Blvd., Suite 102, Carol Stream, IL 60188 upon receipt of a pension assignment from the employee, along with an appropriate report form to permit proper crediting to the employee's account in the Fund.

Effective 4/2/13 the dollar amount of withholding will increase to \$10.00

Effective 4/2/2014 the dollar amount of withholding will increase to \$15.00

Effective 4/2/2015 the dollar amount of withholding will increase to \$20.00

Wages withheld and paid separately shall be forwarded or paid within ten (10) working days from the end of the month for which they are withheld. If the Employer is in default in forwarding or paying wages as provided in this Article, it shall be liable for and agrees to pay such legal, court and/or other costs incurred in collection proceedings. Further, such Employer in default under this Article shall be required to pay direct to employees such pension fund withholding by separate check at the same time the balance of employee's wages are due and payable.

Employees shall be eligible to enter in the "Inter-Local Pension Fund" after ninety (90) days of continuous service with the Company and after having satisfied the probationary period established for all new employees.

**ARTICLE 25**

**RATIFICATION BONUS**

All employees that have completed their probationary period at the time of ratification shall receive the following one-time bonus.

Up to one (1) year of continuous service	\$150.00
Between one (1) and five (5) years of continuous service	\$200.00
Over five (5) years of continuous service	\$1,000.00

Length of service is measured as of April 2, 2012, and will include time with affiliated Coach USA companies.

**ARTICLE 26**

**PER DIEM MEAL ALLOWANCES**

Full Day/Overnight	\$30.00
Breakfast (on duty or out of town by 8:00 a.m.)	\$ 6.00
Lunch (on duty or out of town by 12:00 p.m.)	\$10.00
Dinner (on duty or out of town by 5:00 p.m.)	\$14.00

Allowances will be paid in advance for bid work & deducted in the event of absences.

**ARTICLE 27**  
**CANCELLED RUNS**

If a route is cancelled for any reason on less than one (1) week's notice, the driver shall be paid.

**ARTICLE 28**  
**CREDIT UNION**

The Company will investigate establishing a relationship with a federal credit union.

**ARTICLE 29**  
**TOLLS**

In cases where the Company advances money for tolls or other related expenses for a trip, the employee must return all money and receipts upon returning to the garage at the completion of his work assignment(s).

**ARTICLE 30**  
**SEPARABILITY AND SAVINGS**

**Section 1.** If any Article or Section of this Contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if in compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2.** In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected

thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE 31**

**EFFECTIVE DATE**

All the terms and conditions of this Agreement shall be effective as of ratification, except as otherwise indicated.

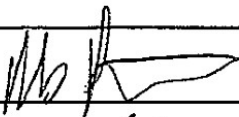
**ARTICLE 32**

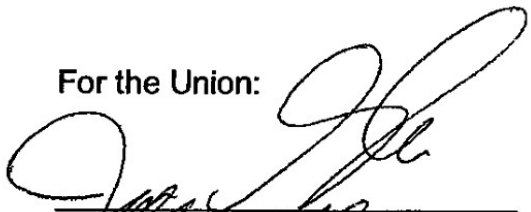
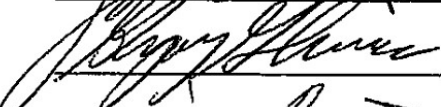
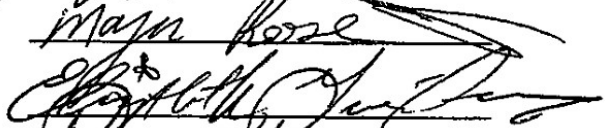
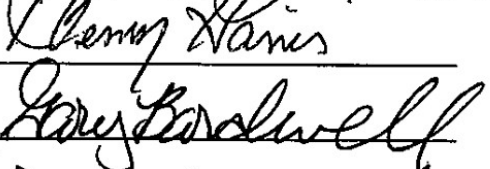
**TERM OF AGREEMENT**

This Agreement shall become effective April 1, 2012, and shall remain in full force and effect to and including March 31, 2017 and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify or terminate the Agreement is served by either party upon the other party at least sixty (60) days prior to March 31, 2017 or March 31<sup>st</sup> of any subsequent contract year.

For the Employer:

For the Union:

  
\_\_\_\_\_  
Michael Priddy, Secretary

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Mark Rose  
  
\_\_\_\_\_  
Cherry Davis  
  
\_\_\_\_\_  
Isaac Jones