

## LETTER OF AGREEMENT

This Letter of Agreement (the “Agreement”) between Evergreen Trails, Inc. d/b/a Gray Line of Seattle (the “Employer”) and United Transportation Union, Local 161 (the “Union”), effective September 1, 2008, confirms our agreement regarding accident assessments for GLS drivers as it pertains to Schedule A - 4.5 and 4.6 of the CBA.

The Agreement is applicable for the remainder of this current contract.

- 1) All previous accident points will be eradicated for all drivers who were employed prior to September 1, 2008.
- 2) All current Gray Line of Seattle drivers will receive 12 credits beginning on September 1, 2008
- 3) All new hires will receive their 12 credits on their first day of revenue.
  - a) 12 credits are awarded to all existing drivers at time of agreed upon LOA or upon 1<sup>st</sup> day of revenue.
  - b) 3 additional credits will be awarded on 2<sup>nd</sup> year of preventable accident free performance\*.
  - c) 6 additional credits will be awarded on 3<sup>rd</sup> year of preventable accident free performance\*.
  - d) 9 additional credits will be awarded on 4<sup>th</sup> year of preventable accident free performance\*.

\*All additional credits are awarded based on preventable accident-free performance and hours of services as defined below. Anniversary dates are not fixed (see example below):

1201 hours or greater	Full points awarded
601 hours to 1200 hours	2/3 <sup>rd</sup> points awarded
000 hours to 600 hours	1/3 <sup>rd</sup> points awarded

*Example:* 1<sup>st</sup> day of revenue 8-01-08, preventable accident occurs on 6-01-09, assessment presented on 9-12-09, new anniversary date for additional credits to be awarded becomes 6-01-10.

- 4) Credits above 12 may be sold back to the Company at any time for \$50.00/per credit with a maximum number of accumulative credits to 30, minimum credits must always remain 12 or greater.
- 5) For each **preventable** accident the driver will loose four (4) credits – this does not apply to accidents that the driver buys out.\*

\*A buy out accident is defined as damage of less than \$500.00 and NO third party. Should the driver decide not to buy out an applicable accident, the four (4) credit deduction will apply.

- 6) Four (4) preventable accidents in any 12 consecutive months will automatically result in termination of employment for any driver.
- 7) Any/all drivers involved in an accident will be required to attend a post accident training session with the Safety/Training Department. Any driver requesting re-training after an accident will be accommodated.
- 8) During an accident investigation, drivers may be removed from service based on the regulations of the Federal/State laws and Company policies.
- 9) Any driver involved in any accident that fails to report as required (preventable or non-preventable) will have 2-credits deducted for each failure in addition to being suspended without pay for a minimum of 3 days. The above 4-credit deduction will still apply if the accident is ruled preventable.
- 10) Failure to notify the Company of serious traffic violations as defined in FMCSR 383.5, once convictions is determined will result in a 2-credit deduction. This does not override the Federal/State mandated restrictions or consequences. **This applies to both personal and professional driving.**
- 11) Failure to cooperate with the Safety Department in the process of investigation, refusal to complete all necessary regulatory paperwork or respond to requests for correction/completion of said paperwork, will also result in a 2-credit deduction from total credits.
- 12) Any combination of credit deductions that reduce total to zero (0) will result in termination.
- 13) Equipment restrictions may be invoked after preventability has been determined so that retraining can be scheduled.
- 14) The Safety Bonus program will remain in place with the percentage of wages earned during the contract year – paid semi-annually as soon after April 30 and October 31 as it can be calculated. If involved in a preventable accident during one of these bonus periods, eligibility will begin 1 year from date of preventable accident, and pay out will be pro-rated.
  - a) *Example:* If you are currently at 15 credits, have driven accident free for 2 full years and you then have a preventable accident on 12-15-08 your safety bonus eligibility will begin again 12-15-09 with eligible earnings prior to 12-15-09 not applicable to the bonus amount paid.