

Contract presentation 2009

Article 2

- Supplemental services, does not eliminate shop

Article 3

- Minor language changes – no impact

Article 4

- All new hires have 91 days to join Union – shop and drivers – language reorganization

Article 5

- Renumbering – language changes – no membership impact

Article 6

- New language follows how we handled the Boeing Strike of Sept. 08
- Drivers must determine safety to cross – when considered unsafe, must proceed to safe location and contact dispatch to arrange safe alternative.
- Language addresses safety concerns for our members and their passengers.
- Most cases, you'll know the situation before arrival
- Our officers will be in contact with striking Union

Article 7

- New classification of drivers
- Existing employees grandfathered to roster class and pay scale. Must obtain mandatory certs. For the classification.
- Roster eligibility tied to usable hours of availability submitted
- Part time drivers must submit an average of 42 hours “usable availability” per month.
- Usable availability defined “hours during peak demand times based on flow of business and seasonality”
- Company handbook (book of rules) posted in drivers room. Each employee should have a personal copy. If not, acquire one.

Article 8

- Language clarifying seniority qualifications by class of employee
- Changes to loss of seniority rights – certifications, intent to return to work after six consecutive months with no work.

Article 9

- Serious changes – hours of bid, qualifications
- Driver must be qualified for bid PRIOR to being awarded the bid.
- Preferences- opt available to Full-time and Part-Available.
- Driver has preference of 8 or 10 hour turn a-rounds. Must declare in conjunction with opt-out list, bi-annually.
- Availability – call in by 1300 for assignments

- Two day out dispatching changed to October through March.

TMS primary concern is control of overtime. There will be overtime in your future, however not as know it today. During the shoulder seasons, such as now, we cannot justify overtime while better than half our full time operators are not receiving 40 hours per week. The lower ranking full-time drivers and senior part time drivers will benefit greatly.

- Open board Work Range (38-43) hours. Assigned by seniority to reach that range. A driver at 36 hours would be in line to receive a move up to 7 hours, or the top end of that range.
- You may be required to come in for a minimum to achieve the Work Range, unless another driver is readily available to perform said assignment.
- Bidding must occur at or before your specified time and date. Failure to bid at these times will result in loss of bidding privilege until ALL DRIVERS have bid.
- Bid Drivers – all bids must be between 32 – 40 hours, minimum three days, no maximum.
- Customer request shall not qualify for bid runs, other than ski.
- Overtime shall be assigned when all available drivers are within the Work Range. At that time, overtime will be assigned in seniority order.
- Day off release forms must be submitted days prior to the start of the workweek

Article 9.02

- Posting of trips. Driver awarded will be senior driver that will not enter overtime as a result of the trip.
- Part time drivers shall have no minimum bids.
- Note: although not part of the CBA, you may see different bid cycles for Cornish and perhaps other products, as we are in danger of losing these contracts.
- Ski runs – awarded will take into consideration overtime. Must not exceed forty hours.
- Ski lunch deduction – 1.5 hours first year, 1 hour second year, .5 hours third year.

Article 9.03

- Requested drivers, drivers that have sold their own charters and drivers who have been assigned by management are exempt from overtime limitation.

Article 10

- Minor language changes, little to no impact.

Article 11

- Article language unchanged, clarifications of who determines what step.

Article 12.02

- Open board drivers paid from initial start to final end.
- Bid drivers, the bridge time will be 1 hour or less.

Article 12.03

- No changes

Article 12.05

- Increase to Per Diem

Article 12.09

- Pre-trip/Post-trip changes.
- Airporter post-trip get an additional 15 minutes for cash bag reconciliation.

Article 12.10

- Minor language changes.

Article 12.11

- Charters will put driver gratuity language on customer billing.

Article 15.01

- Minor language changes.

Article 15.03

- Tool allowance increase 33% over the life of the agreement in the 3 years.

Article 18

- Holland America = thousands of employees – volume pricing
- TMS = Approx. sixty-five insured employees – cost per employee up 48% (Company share plus employee payroll deduction)
- Health Insurance - Employer contribution increased
- Employee contributions and deductibles increase to \$326.13 - \$163.065 per pay period.
- Many companies researched – all competitively (highly) priced
- Going forward – limited to full-time employees – part time employees currently enrolled are grandfathered in.

Article 19

- Retirement Savings Plan language change
- Year 1 stayed the same, Year 2 up 5 cents, year 3 up another 5 cents

Article 20.03

- Drivers will be paid time and a half when worked on Thanksgiving and Christmas for actual hours worked.

Article 21.04

- Minor language change

Article 22

- Union management committee – Added language regarding “Enhancement of products and services”

Schedule A

- Raises during a down economy

4.5 Safety Incentive Program

- All drivers will begin payout of safety incentive starting on Nov 1 '09 on a trailing month basis.
- Payment on incentive will occur on the second payroll period of the following month.

- All drivers involved in three preventable accidents within a rolling 12 month period may be terminated.
- Employee has the option to purchase his/her first accident of less than \$2000 and has no third party claim.
- Any driver that has 2 or more accidents as of 11/1/09 will start this new program with 2 accidents on their record.
- Each accident will fall off on their anniversary.
- Employer may charge mystery damage if there is no proof of a post-trip inspection.

The following represents all tentative changes to the current collective bargaining agreement. Significant changes are underlined.

Article 2 – MANAGEMENT RIGHTS

- 2.01** All Employer’s rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively with the Employer, including:
- a. The right to determine the work to be done by the employees covered by this
 - b. Agreement;
 - c. The methods, process and means of performing any and all work, control of the operations and the composition, assignment, direction and the determination of the size of its working forces;
 - d. The right to change or introduce new or improved operations, methods, means or facilities;
 - e. The right to hire, schedule, appraise performance, promote, demote, transfer, and furlough employees; and the right to suspend, discipline and discharge employees for cause and to maintain an orderly, effective and efficient operation, including promulgating and posting reasonable work rules.
 - f. It is the right of the Employer to enter into written Agreement with an employee to allow for payroll deduction for reimbursement of expense advances provided to the employee, cash shortages where only one employee is responsible, or in accordance with the Safety Incentive Program. Employees will not be penalized for refusing to sign such Agreement.
 - g. Employer may, at its discretion, subcontract maintenance, mechanical or cleaning work, which the Employer determines to be above the Employer’s then current capabilities. Such subcontracting shall be a means of supplementing the existing shop staff. Prior to subcontracting, the Employer shall meet with the Union to discuss implementation.

Article 3 – RECOGNITION

- 3.01** The Employer recognizes the United Transportation Union (“Union”) as the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work, and other conditions of employment for the employees covered under the Agreement.

- 3.02** Employees who are covered under this Agreement and subject to the terms and conditions included herein are all employees employed in the classifications, Full-Time Mechanics, Service Employees, Coach Cleaners and all Drivers as further defined in this Agreement. Any employee not within these classifications shall not be covered by this collective bargaining agreement. Likewise, no employee of another company is covered by this Agreement.
- 3.03** There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of the Agreement, except by mutual agreement in writing of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.

Article 4 – Union Security

4.01 – Membership

All employees covered under this Agreement who are presently members of the Union, shall be required to maintain said membership. *Any employee who fails to comply with this section shall be suspended from the service of the Employer, without pay, upon written request of the UTU until such time as the UTU, in writing, shall request the employee's reinstatement.

4.02 – Mechanics, Service Employees and Coach Cleaners

All employees added to the job classifications of Mechanic, Service Employees, and Coach Cleaners, and covered by this Agreement shall, within the first ninety-first (91) days in these classifications, apply for membership in the Union.

4.03 – Drivers

All Drivers added to the job classification covered by this Agreement shall apply for membership in the Union, such membership to be effective on the ninety-first (91) day in the classification, beginning with the first day in revenue service.

- 4.04** The Employer shall make advance monthly payroll deductions of the UTU dues, assessments, and insurance premiums from the earnings of each individual employee who has, in writing, authorized the Employer to make such deductions in the employee's behalf. The Treasurer of the UTU Local (or other authorized UTU representative) shall submit, in duplicate form, on or before the 14th day of each month, a request for dues deductions that shall be made from earnings accumulated for the payroll period from the first (1st) through the fifteenth (15th) of each month. The total amount due shall be remitted to the UTU with a copy of the request on or before the 25th day of each month. The Union shall provide the Employer notice of dues changes, the amount, and the effective date.

- 4.05** The Employer shall notify the UTU of the employment, transfer, resignation, termination or change of duty status of an individual into a job classification covered under this Agreement within fourteen (14) calendar days of such action. In the case of new or rehired employees only, such notification shall include the name, mailing address, phone number and classification of the new employees who have begun service.

Article 5 – Union Representation

- 5.01** For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
The Union has the right to appoint officers of the Union. The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments. These officers are representatives of the employees covered by this Agreement in all matters pertaining to this Agreement, including the processing of grievances, negotiating amendments to, or renewals of this Agreement, and enforcing the employees' collective bargaining rights.
- 5.02** Officers will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably.
- 5.03** There shall be no Union activity on Employer's time or premises except as otherwise authorized by the Employer.
- 5.04** Leaves of absence for Officers of the Union – The Employer agrees that upon five (5) days written request, officers of the Union shall be granted unpaid leaves of absence while on official Union business. Officers being used in the service of the Union shall retain and accumulate all seniority rights. During the months of May through October, no more than two Union Officers will be on such leave at any one time. During the months of November through April, no more than three Union Officers will be on such leave at any one time. Officers will be credited with eight (8) hours per day, maximum forty (40) hours per week, while on Union Leave. These hours will not be paid, but will be used when determining benefit status.

Article 6 – NO STRIKE OR LOCK OUT

- 6.01** During the term of this Agreement and while any negotiations for a future Agreement are being held and which have not reached impasse, The Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through Employees covered by this Agreement. This prohibition specifically includes, but is not limited to, sympathy strikes and refusals to cross picket lines at locations of employers not parties to this Agreement.
- 6.02** The Employer agrees that during the term of this Agreement and during any negotiations for a future Agreement are being held and which have not reached impasse, it will not engage in any lockout of its Union Employees.
- 6.03**
- a. In the event of a strike in which an Employee is expected to cross a picket line, the Union shall attempt to contact officials of the striking union to assure safe passage. Whether or not the Union makes such contact, Employees shall be expected to perform their duties, subject only to the limitations contained in Section 6.04 of this Agreement.
 - b. The Employer will provide Union officials all operational information pertaining to moves into or out of areas of known labor actions, seventy-two (72) hours prior to departure, or upon receipt of booking.

6.04 As outlined in Safety Conditions (Article 21 herein) drivers who have reasonable cause to believe they are in imminent danger due to a work stoppage, shall drive to a safe point and contact dispatch immediately for instructions. If it is found that the driver failed to perform their duties or leaves the location of concern and does not make contact with the Employer’s dispatch office within reasonable amount of time; said driver may be subject to progressive discipline. Any damage to an Employer vehicle, passengers, or crew resulting from passage through pickets shall not be the responsibility of said driver, or the United Transportation Union, its officers or affiliate.

Article 7 - Employment, Job Classifications, Non-discrimination, and Probation

7.01 Drivers:

To succeed in business, the Employer must employ and develop Drivers who are fully qualified to perform all driving assignments in areas served by the Employer. Assignments include, but are not limited to, driving duties, luggage handling, narration, passenger management and all other duties connected with customer service.

Therefore the Employer will maintain driver seniority lists on the following category of drivers:

a. Classifications

<u>Full-Time Available Drivers</u>	<u>1200 or more hours per year</u>
<u>Part-Time Available Drivers</u>	<u>1199 to 501 hours of availability per year</u>
<u>Part-Time/Casual Available Drivers</u>	<u>500 hours of availability per year</u>
<u>Probationary Drivers</u>	<u>First 500 accrued hours</u>

b. Certifications

There will be mandatory and optional certifications of which each classification must meet to move to next classification or category of driver.

<u>Full Time</u>	= <u>1200 + hours per year</u>
<u>Mandatory Certifications For Open Board Drivers</u>	= <u>Small vehicles, 102/9, Adverse, ADA, Nav., Park, Premium</u>
<u>Optional Certifications</u>	= <u>Narration, D/D</u>
<u>Part-Time Available</u>	= <u>501 to 1199 hours per year</u>
<u>Mandatory Certifications</u>	= <u>Same as Probationary</u>
<u>Optional Certifications</u>	= <u>Park, Narration, D/D, Premium</u>
<u>Part-Time/Casual</u>	= <u>500 or less hours per years.</u>
<u>Mandatory Certifications</u>	= <u>Small vehicles, 102/9, adverse ADA, Nav.</u>
<u>Optional Certifications</u>	= <u>Park, Narration, D/D</u>
<u>Probationary</u>	= <u>1st 500 accrued hours</u>

<u>Mandatory Certifications</u>	= Small vehicles, 102/9, adverse ADA, Nav.
<u>Optional Certifications</u>	= Park, Narration, D/D

- c. Full-time available drivers must be available to work at least the required minimum as outlined in Article 9.
- d. Part-time available drivers must submit an average of forty-two (42) hours of usable* availability per month, to maintain their respective rate and position on the part time roster.

To obtain full time available status, part time available drivers must work a minimum of 1200 hours in the preceding twelve (12) month period and fulfill all other certifications as noted in 7.01 (b).

- e. Probation shall apply to all new drivers. Said drivers shall be classified as probationary and subject to serving a probation period of ninety (90) days or a minimum of 500 accrued hours, whichever is greater, commencing with his/her first day of revenue as a driver. Thereafter, all provisions of the agreement shall then apply.
- f. All staff on the roster as of [date of ratification] will maintain their status in accordance with Article 8.03 as long as criteria contained in this Agreement are met within an established time based on their respective classification. (Probationary = outlined in Article 7.01b, Part time casual within 6 months and Part or Full Time Available within 3 months). Certification process will occur within above noted timelines whenever possible; however, no driver will be adversely affected if the Company is unable to meet the deadline.

Drivers with 3000 or more lifetime hours shall be secure in their classification and pay scale. See schedule A.

- g. During the development from Probationary to either Part or Full Time Available status, a driver that fails to reach and maintain the necessary benchmarks/certifications will automatically be moved to the applicable classification and rate. See schedule A.
- h. All new drivers will be placed on a 90-day probationary period as outline in Article 4. Approximately one (1) week prior to end of the probationary period, the appropriate Managers will assess that the Employee has met all qualifications and performance certifications as required. During this period, the driver may be terminated if the employer determines their work to be unsatisfactory, according to the company rules. The employer may not discharge a driver for the purpose of evading this agreement or discriminating against Union Members.

*Usable is defined as available hours during our peak demand times based on flows of business and seasonality.

7.02 SHOP EMPLOYEES

Shop employees covered under this Agreement include all Mechanics, Service Persons, and Coach Cleaners.

a. Upgrades:

Maintenance classifications and Schedule B shall be administered and reported as follows: Twice each year, during the periods March 1 – 31 and October 1 – 31, Maintenance employees may submit Schedule B's for review by the Maintenance Manager. The Maintenance Manager will review the schedules, the progress made to date, and complete assessments as required during the period. If the employee successfully completes the requirements for the upgrade, the pay change, if any, will take effect no later than thirty (30) days following the conclusion of the assessment period. The Union will be notified of any upgrades at the conclusion of the assessment period. (From 4.03)

b. Mechanics and Service Persons shall be assigned specific duties, based on required knowledge and training qualifications as outlined in the Schedule B or established RTA Protocols for specific jobs.

c. To ensure that Mechanics and Service Persons are given the opportunity to advance their skill levels and classifications, the Employee may present the Employer with their desired training requests for approval. The Employer will work with the Employee(s) to find mutually agreeable times for them to attend two (2) training courses per year if so requested. These classes may include training by an accredited institution or manufacturer and are at the Employer's expense.

d. Mechanics and Service Personnel may be called upon from time to time to perform work other than mechanical work, and will be compensated for such work at the prevailing applicable rate of the current staff member.

e. Extra Mechanics, Service Persons, and Coach Cleaners, even though they may not be members of the Union, may be used when business conditions warrant, excluding in-service revenue. This is for the purpose of supplementing the full time work force and not in lieu of full time shop employees.

f. No revenue moves will be performed by non-drivers when any driver covered by this Agreement is available. To this end, the Company will make its best effort to locate a driver who can be made available within the time frame specified by the customer without adversely affecting service to other customers. Exceptions may be made in the event of mechanical failure or collisions.

g. Coach Cleaners are assigned specific duties including but not limited to the following:

- 1.** Fuel all equipment daily;
- 2.** Clean all equipment inside and outside;
- 3.** Service toilets in rest room equipped coaches;

Coach Cleaners are not required to have a CDL with Class B endorsement

7.03 Company Rules:

All employees, covered by this agreement, shall be governed by company working rules and conditions; these rules and conditions shall not conflict with the Agreement.

The employer will issue the drivers handbook to all new/re-hired employees and display a copy of the handbook at the dispatch office.

Notification by posting on the company rules bulletin board and providing a copy of any new policies and procedures to the Union Chair will occur prior to implementation.

The Employer agrees in the event of breach by an employee of its written rules or regulations, that it will render discipline as speedily as proper investigation of the case will permit. A copy of the reprimand will be given to the Union representative who will acknowledge receipt of same. Written reprimands, three or more years old, will not be used for the purpose of progressive discipline, but shall remain a permanent part of the employee's personnel record.

7.04 Discipline:

No employee shall be disciplined without justifiable cause. If a meeting between employee and employer occurs, which may be disciplinary, the employee may request immediate Union representation.

Progressive Discipline is defined as:

first offense – verbal warning (in written form)

second offense – written warning,

third offense – suspension,

fourth offense – termination.

7.05 Discharge:

An employee will not be dismissed from the service of the Employer without just cause; however, the employee has the right to appeal any action, as provided by these rules, in the event he/she considers the removal from service to be without just cause.

7.06 Non-Discrimination:

It is agreed that neither the Employer nor the U.T.U. shall discriminate against any employee with respect to, but not limited to: race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veteran status, or mental, sensory, or physical ability. (From Article 23)

Article 8 – SENIORITY

8.01 Seniority Status:

The right to work and assignments of all employees covered by this Agreement will be governed by the placement on the seniority roster posted by the Company.

a. Full Time Drivers:

The seniority placement for Full Time Drivers shall be determined on the date full time status is obtained.

b. Part Time Drivers:

The seniority date of a Part Time Available or Part Time Casual Driver will be the first day of work in revenue service.

- c. **Shop Employees:** (Mechanics, Service Persons, Coach Cleaners)
The Employer will add shop employees to the full time roster after six (6) months of continuous employment averaging thirty-two (32) hours per week of employment.

8.02 Seniority Rosters:

The Employer shall provide the Union and post updated copies at least two (2) times per year by no later than May 15 and November 15. These rosters will include names, revenue/service date, and driver/seniority number. The Union Treasurer will also be provided with an updated list on a routine basis or when requested to include the new employees address and phone number.

The seniority of the driver will be based on their in-revenue or production date. If two or more employees begin work on the same day, seniority will be determined by month and day of birth (i.e., 6/13 senior to 7/25).

8.03 Loss of Seniority:

Seniority rights shall cease for an employee who:

- a. Voluntarily terminated his/her employment (resign/retire)
- b. Is discharged and such discharge is not grieved or reversed through the grievance procedure.
- c. Fails to report on the 1st day following the expiration of a leave of absence, except by mutual agreement (Reference Article 14.07);
- d. Is furloughed for a continuous period of more than six (6) consecutive months (Reference Article 10).
- e. Fails to meet/maintain hours of service/certification (Reference Article 7.01).
- f. Fails to express intent to work from their last day of work and/or does not have compensable hours for a period of six (6) consecutive months. (Reference Article 10)
- g. Is employed with another employer other than the Employer during approved leave.

8.04 Transfer:

Employees who are transferred, through personal request or Employer request, to any non-bargaining unit position within Transportation Management Services, LLC., (TMS) shall be permitted to return to the position held prior to the transfer, with no loss of and with accrual of seniority, provided that such return occurs within 180 calendar days of the initial transfer unless the Union and Employer agree in writing to an extension of the 180 calendar day time period. Employees who do not return to the position they held prior to the transfer within the above time period shall lose all seniority under this Agreement.

Article 9 – WORK ASSIGNMENTS, BIDS AND REQUESTS

9.01 Work Assignments:

a. **General:**

The Employer will assign Drivers based on established seniority as outlined in Article 7 – 7.01. No revenue moves will be performed by non-drivers when any driver covered by this Agreement is available. To this end, the Employer will make its best effort to locate a driver who can be made available within the time frame specified by the customer without adversely affecting service. Exceptions may be made in the event of mechanical failures or collisions.

b. Qualifications

To ensure all drivers are qualified the mandatory/optional certifications as outlined in Article 7 must be met. Demonstration of such certifications/qualifications may involve road tests in which driving, routing and narration are considered. Mentoring on specific assignments is to be considered a part of the process. The Operations Manager or his/her designee will review all other relevant qualification factors. A driver must be qualified for a bid assignment prior to the bid being awarded.

c. Preferences:

1. All classifications may choose to qualify for the optional certifications, however mandatory certifications as outlined in Article 7 – 7.01 b must be completed to advance to the next classification and applicable rate scale as outlined in Schedule A. During each bid cycle, full and part time available drivers only may declare their preference to not perform certain identified types of work, not to exceed 20% of the preference lists. The Employer will make its best effort to incorporate these preferences into the work assignments.
2. Driver's will declare preference for eight (8) or ten (10) hour call backs apart from preference list above. The Employer will make its best effort to incorporate this preference into the work assignments.

d. Workweek/Work Day:

The work week is defined as Saturday through Friday. The work day begins when the Driver reports for duty and ends when they are relieved from duty, or when the coach is delivered to the designated place and the Driver is relieved.

e. Availability:

1. Full Time Available Drivers are assumed to be available for all work during the workweek.
2. Part Time Available/Part Time Casual and Probationary Drivers are available based on their submission of availability at a minimum as defined in Article 7 - 7.01 d. Such submission must be complete and submitted no later than close of business five (5) days prior to the commencement of the workweek (On or before Monday for the workweek beginning on Saturday). Any change of commitment that reduces a driver's availability requires at least seventy-two (72) hours written notice. If a driver refuses an assignment, having declared their availability or fails to submit availability in a timely manner, said driver may be subject to progressive discipline.
3. All drivers are required to call in for their next day assignment by no later than 1300 hours each day proceeding the day of performance. Failure by the Driver to make direct contact for the purpose of receiving their assignment will result in progressive discipline issued.

f. Open Board Assignments:

1. Drivers will receive their daily assignment on the day prior to the day in which the work is to be performed April through September and for the period of October through March assignments will be made two (2) days prior to the day in which the work is to be performed.
2. All open board drivers will be assigned on a daily basis by seniority, qualification and preference up to 40 hours in a workweek.
3. Once a driver has reached the range of 38-43 hours, (Work Range), Operations will move to the next available driver in seniority order that is under 40 hours in that workweek. (3-5 hour

4. Drivers may not refuse hours within the Work Range (38-43) and any deferrals will be allowed if another driver is available to perform accordingly.
5. In the event of cancellation or early release, the dispatch office will make its best effort to supplement/replace those hours as unassigned work is available. In the event that a move runs long, precluding a driver from working his/her next assignment, adjustments will be made to accommodate customer needs. Where possible, unassigned work will be assigned by seniority to the driver(s) affected by the loss of work. If any move is cancelled after having been assigned in accordance with the above procedures, the affected driver(s) will not be allowed to bump another driver.
6. For the purpose of assignments only, a one-way cruise transfer move to and from Vancouver will be considered to be eight (8) hours. All round-trip cruise transfers to and from Vancouver will be considered to be eleven (11) hours. All other interstate moves will be assigned based on the projected hours to be worked.
7. All full time non-bid drivers shall be entitled to bid two (2) days off during each workweek, but may be impacted by the requirements in Article 9. Drivers failing to bid days off or failing to bid sufficient choices shall be assigned days off. The Employer shall select the particular days, which shall be available for bid and shall post said days for bid at the same time and in the same manner as bids under Section 9.

g. Bid Board Assignments:

All new scheduled work or vacated bids will be posted in written format and open to all drivers for bidding. Bid work shall be deemed as all GLS products and all contract work that occurs on a consistent weekly basis during the bid period.

1. Bids will be posted at least four (4) times a year or as determined by the Operations Manager or his/her designee.
2. Bid Drivers will be authorized to select work between 32 to 40 hours.
3. A driver must be qualified for a bid assignment prior to the bid being awarded.
4. Bid work will be available to all qualified drivers in seniority order beginning with full time drivers.
5. Bid work will be posted for a minimum of five (5) days and shall close not less than three (3) days prior to implementation.
6. Customer requests shall not qualify a driver for any bid other than ski charter.
7. Bidding will commence on specified times and dates, not bidding at those pre-determined times/dates shall result in forfeiture of bidding privilege or place said driver at the bottom of all other respective rosters.
8. Where it can be determined that a bid driver(s) will be on an approved absence for ten (10) or more calendar days, their bids(s) will be again posted and offered to the most senior qualified driver(s). The successful bidder shall remain in that position until the absent employee returns or until the next bid period, whichever is earlier.

h. Assignment of Overtime:

1. The Employer is not obligated to provide overtime where qualified employees are available to perform the work.
2. Once all available drivers have reached Work Range (38-43), then overtime will be distributed in seniority order with the most hours going to the most senior, qualified driver.

3. Day-off release forms will be available for drivers wishing to work on assigned bid/day(s) off. Assignments will be made in accordance with all other regulations outlined and the releases must be received by the dispatch office a minimum of five (5) days prior to start of work week.
4. All moves which involve overnight lodging of the Driver shall be paid at the actual hours worked and are subject to overtime (if applicable) with a minimum eight (8) hour per day guarantee.

9.02

a. Postings

Charter/Tour moves of a minimum of two (2) night's duration will be posted in accordance with the following:

1. Moves will be posted not less than ten (10) days prior to departure and taken down by 1300 hours four (4) days prior to departure.
2. All bids must be signed in the driver's own hand and any driver tampering with a bid will be subject to progressive discipline.
3. The most senior qualified bidder will be assigned the move provided he/she is available and meets all other requirements as outlined in Article 9. If there are no qualified bidders, the least senior qualified available driver will be assigned the move.
4. Any move that is booked closer in than allows posting as outlined above, drivers will be polled by seniority and awarded based on seniority and qualifications. Polling will take place as soon as possible after receipt of the confirmed charter. DOT hours of service will be adhered to when assignments are made.
5. Any polled/posted move that has changes which occur after the award has been made, will remain with the awarded driver unless by doing so would cause the driver to be illegal. No bump privileges will be allowed and no penalty to the Employer will occur due to cancellation or changes which cause the original driver to lose opportunity to perform move.
6. Drivers on trips of extended duration are required to service the coach (fuel, oil, wash, sweep/mop, rest rooms and windows) to maintain the exterior/interior cleanliness on a daily basis. The use of professional services will be allowed once on trips of eight (8) days, or when circumstances are such that it would be in the Employer's best interest to purchase services. Drivers will endeavor to purchase such services at the least cost to the Employer.
7. A Driver on an extended trip forfeits the bid day off if it occurs during the extended trip, however, if the extended trip is of six (6) days or greater, the driver shall be guaranteed the day off immediately prior to his/her extended trip, or immediately following his/her return from the extended trip, if requested. Such request must be made when signing for the trip.
8. Drivers on extended trips of ten (10) days or greater shall be guaranteed a day off immediately prior to and immediately following his/her return from the extended trip. If a driver is awarded and accepts a trip leaving the day immediately following his/her return from an extended trip, he/she shall forfeit the days off between the two (2) trips.

b. Bid Cycle

At least four (4) times a year, or as determined by the Operations Manager or his/her designee, specific route assignments will be declared vacant and open for seniority bid. The Employer will determine which services must be bid in blocks and when mandatory hour requirements can be waived.

1. All new positions and permanent vacancies in bids will be advertised by written notice, and open to all drivers, by seniority. Such notice shall include start time, end time, and all hours to be paid.
2. New bid positions will be advertised a minimum of five (5) days, and, where feasible, bidding shall close not less than three (3) days prior to implementation.
3. Such assignments will be made to the senior qualified Driver making signed application. If no bid is received, the run may be offered to part-time Drivers and, if an insufficient number of part time Drivers are obtained, the remaining runs may be assigned from the Regular Driver roster.
4. Bids shall be between thirty-two (32) and forty (40) hours completed in a minimum of three (3) days. Part-Time Drivers will have no minimum bid requirements. If, after the bid process is completed, a significant number of vacancies remain, the Company may offer a second round of bidding to the bid Drivers in order of seniority, however no bids can be abandoned in the 2nd round of bidding.
5. University of Washington Night Ride will be considered a minimum bid, regardless of the actual number of hours worked as long as it remains under 40 hours per week.

c. Ski Regulations

1. A ski run is defined as a run of more than nine (9) hours to a winter recreation site, excluding the Leavenworth tree lighting, which includes two and one-half (2 ½) continuous hours or more of non-driving time.
2. Ski bids will begin with the start of ski classes (usually, the first weekend in Jan.) and will be available for review by Thanksgiving week of the prior year, at the latest. Bids will close mid-December for review and awarding. The award of ski bids in combination with regular bids will be in compliance with Article 9 with the maximum hours not to exceed forty (40).
3. If a ski charter is awarded and, subsequently, cancels for the remainder of the season, during the first two (2) weeks of operation, the senior driver affected shall have the right to displace a junior driver for the remainder of the ski season, except for requested drivers.
4. On ski runs that exceed 9 hours, a 1.5 hour deduction for unpaid mealtime will apply to year one (1) on this Agreement; and then be reduced by .5 hours each year thereafter.

9.03 Requests/Same Driver/Assigned by Management:

- a. When a customer requests the services of the same driver, during a period of time when the customer will be using the services three (3) days or more (not overnight), the employer will endeavor to post the charter and award to the most senior/qualified driver in accordance with all other regulations. In the event the charter is booked in insufficient time for posting, the Employer will poll the board in the same manner as indicated above.
- b. The Employer will assign "same driver" to college and professional sports teams during their time in town. These assignments will follow the rules of seniority/qualification when making the assignments; however, the driver initially assigned will be obligated to remain with the team for the duration of their stay in and around the Seattle area.
- c. The Employer will post weekly, a list of requested drivers for all charter/tour moves (a requested driver must have driven for the customer before as a Gray Line of Seattle driver) and such drivers will have the option of declining requested moves. The Employer, in writing,

- d. Requested drivers, drivers that have sold their own charter and drivers assigned by management are exempt for the overtime control during the times of which they operate their respective moves.
- e. A driver, who initiates, sells and services a new charter customer and consequently creates a vacancy, may drive such trips only if the employer is able to acquire a substitute driver at no additional cost.
- f. Notwithstanding, the above, up to fifty (50) charter/tour moves of any duration may be assigned each year at the sole discretion of management. The Employer will notify the Union of each charter/tour move in writing within three (3) days of any such assignment. No Driver shall be penalized for refusing such assignment. The Employer will post such charter/tour moves with the notation, "Assigned to {NAME} by Management.

Article 10 – REDUCTION IN WORK FORCE

10.01 Resignation:

Employees wishing to terminate their employment shall give at least one (1) week notice to allow the employer to hire an adequate replacement.

10.02 a. General:

The Employer will determine the timing of furloughs, and the total number of employees to be furloughed. The Employer agrees to meet and confer with the Union to discuss the impact of furloughs on employees. The Employer shall give at least two (2) weeks notice of furlough to affected employees. These employees will be permitted to work elsewhere. They must maintain on record with the Employer their correct mailing address and phone number, and renew the same every ninety (90) days. If the duration of the reduction in force is known, a starting and ending date will be posted

Employee's who have met full-time requirements prior to being furloughed will be credited with forty (40) hours each week toward full time status while furloughed.

b. Drivers:

When the Employer determines that driver forces are to be reduced, drivers will be furloughed in the reverse order of seniority and will retain their seniority date. Full time drivers will not be furloughed before part time drivers and part time drivers will not be furloughed before casual drivers.

Furloughs affecting any full-time drivers will be put up for bid with the highest seniority employee being awarded the bid. If no bids are received, the furlough(s) will occur in reverse order of seniority.

c. Shop Personnel:

When the Employer determines that one (1) or more employees in the classification of Mechanics, Service Employees and Coach Cleaners, shall be furloughed, the Employer will

furlough the least qualified employee(s) as determined by the Employer in accordance with Schedule B, in the affected classification provided that, if two (2) or more employees possess equal qualifications as outline in Schedule B, the Employer will furlough the junior employee(s) of such employees. Prior to any furloughs the Employer and Union agree to meet to determine that qualifications under Schedule B are current.

10.03 Recall:

If the Employer determines to fill a vacancy in a classification from which employees are furloughed, such employees will be recalled in order of seniority. An employee who elects a voluntary furlough will be recalled in reverse order of furlough. Employees furloughed and recalled must return as set forth below. The Employer will forward notices of recall by certified mail to the last known address of the employee reflected on company records. Copies of such notices will be forwarded to the Union. The employee shall be responsible to provide the Company with a current mailing address for its records. The employee must, within seven (7) calendar days of delivery or attempted delivery of the notice of recall, return to work (within 2 weeks from receipt of notice if employed elsewhere). Failure to report for service within these time frames shall result in forfeiture of seniority and the employee being terminated from employment with the Employer.

10.04 Benefit Retention:

Health care benefits set forth in Article 18 of the Agreement for an eligible employee who has been furloughed or has elected a voluntary furlough will continue through the end of the month in which the furlough occurs. Should the employee not be recalled before the end of the month in which the furlough occurred, he/she shall continue to receive benefits through the end of the month following the month in which the furlough occurred. To receive this additional month of coverage, the employee must have paid his/her share of the regular monthly health care premium, if applicable, in advance by check or money order, made payable to Evergreen Trails Inc., d/b/a Gray Line of Seattle.

Article 11 – GRIEVANCE PROCEDURE

- Step I – Inquiry process
- Step II – Grievance to Operations Manager
- Step III – Grievance to General Manager
- Step IV - Arbitration

Article 12 – GUARANTEES

12.02 Drivers scheduled to work or called in by the Company for charters, schedules, and tours will be paid actual hours of service, unless otherwise defined in this Agreement, with a minimum guarantee of three (3) hours. During any guaranteed period a Driver may be required to work other assignments.

Open Board Drivers will be paid from initial report time through final off time.

Bid Drivers with one (1) hour or less time between moves shall be paid straight through.

Drivers will be paid time and one half (1.5) for all hours worked in excess of forty (40) in any one week.

12.03 Training: Employees may be required to attend training at times prescribed by the Employer. Employees will be paid according to the wage scale during such training.

12.04 Cushioning time (travel time) required by the Employer shall be paid at rates established in Schedule A of the Agreement for travel from yard to designated destination/hotel or reverse. This includes travel by aircraft or other forms of transportation.

12.05 Per Diem:

Employees on trips in excess of twenty-four (24) hours duration will be paid:

Year 1	Year 2	Year 3
11.25 per meal or 33.75 per day	11.50 per meal or 34.50 per day	11.75 per meal or 35.25 per day

Calculation of per diem shall start when a Driver reports for the specific charter or combination of charters greater than twenty-four (24) hours duration. Each subsequent four (4) hour period (maximum three (3) per twenty-four (24) period) shall provide one (1) meal allowance. Drivers on trips of less than twenty-four (24) hours duration but requiring eight (8) consecutive hours off duty will be paid for one (1) meal.

12.06 Sightseeing Right – No Driver shall be required to drive more than two (2) back-to-back intra-city sightseeing tours, except in an emergency a Driver may be required to drive a third tour. This shall not apply to the Double Decker Tour Program.

12.07 Change Funds, Fares and Loss of Money – A driver performing services requiring the sale of tickets and the making of change will be issued change in the amount of \$50 and a supply of tickets for each applicable shift. The Driver must sign for these items from dispatch prior to the beginning of his/her shift. For those shifts beginning outside the regular dispatch hours, the Driver must sign for these items on the last day worked prior to the commencement of the shift requiring such funds. At the conclusion of the shift, the Driver will submit the change funds, unused ticket stock, proceeds from the day's sales and driver paperwork in his/her drop. Failure to include all items listed above in the daily drop may result in progressive discipline, up to and including termination. A Driver shall not be responsible or liable for the refusal of passengers to pay proper fares. It shall be the duty of the Drivers to report such passengers to the Employer. Drivers shall not be responsible for loss of money or property due to robbery.

12.08 Moved to Article 9

12.09 Pre-Trips/Post Trips

- a. On all scheduled services, charters and tours, report times will include time for pre-trip inspections of the vehicle that equates to 15 minutes.

- b. If your service includes ADA, Downtown Airporter Service and Ski Charters, the Driver shall receive an additional fifteen (15) minutes of paid time for the inspection of the vehicle, wheelchair lift and tie-down equipment, chains, sand, etc.
- c. Preparation/submission of required paperwork including completion of all VIR post-trip inspections, driver's logs, driver's trip sheets, tracking sheets, etc. is required at the conclusion of each trip. That will be paid an additional 15 minutes at the end of each day of actual hours worked.
- d. Service requiring the reconciliation of cash will have an additional fifteen (15) minutes added at the end of the day.
- e. This does not apply to minimums except when the actual hours worked are equal to three (3).

12.10 Formerly 12.11

- a. Employer will include on Charter Confirmation and Movement Detail Order, driver gratuity line allowing customer to add gratuity as part of the final payment.
- b. When Employer receives drivers gratuities, the Employer shall distribute ninety-two (92%) percent of these gratuities among the drivers involved, in the pay period following receipt of the gratuities, or the completion of the trip, whichever is later. The eight (8) percent not forwarded to the drivers is used to pay Employer paid taxes. If Employer paid taxes rise above 8%, the portion not forwarded to the Drivers will be increased to the new Employer paid tax amount rounded upward to the next whole percentage point.
- c. Where the customer pays the gratuity and, ultimately, does not reverse the charge due to lack of customer's satisfaction with the service delivered, the gratuity will be awarded to the affected Drivers, less the amount deducted for taxes, as noted above.
- d. Driver gratuities are not considered a relevant factor in the assignment of work. A list of the charter booking order numbers containing a prepaid gratuity will be posted on the day after each driver payroll cutoff, for that payroll period.

12.11 Formerly 12.12

12.12 Formerly 12.10

- 12.12** Mechanics, Service Employees, and Full-Time Coach Cleaners shall be guaranteed four (4) hours pay for each day worked. This shall not apply in cases where the employee initiates a request to leave before being released by his/her supervisor. Mechanics, Service Employees, and Coach Cleaners will be paid time and one half (1.5) for all hours worked in excess of forty (40) in any one week.

Article 15 – UNIFORMS, PHYSICAL EXAMS, AND TOOLS

15.01 The Employer shall designate a Uniform vendor, from which all drivers will acquire their uniform components at the Company expense once the employee has passed probationary period as outlined in Article 7.01.

Components will consist of:

For Full Time Drivers:

4-Shirt(s);	1-Vest;
2-Pant(s);	1-Protective Shoe*
2-Ties;	

For Part Time/Casual Drivers:

2-Shirt(s);	1-Vest;
1-Pant;	1-Protective Shoe*
1-Tie,	

Drivers may purchase additional components at Company rates if they wish to supplement their uniforms.

Other optional clothing (i.e., blazers, jackets, sweaters, hats, etc.) may be worn if they meet the specific standards established by the Company.

Specific time lines for obtaining items will be outlined once all aspects of agreement with vendor are complete. After that, any driver that fails to obtain their uniform within that time line will be subject to progressive discipline up to and including termination.

* shoes provided every other year.

15.03 The Employer will furnish each Mechanic and Service Employee four (4) coveralls or equivalent (pants/shirt) each week. Coach cleaners will be provide with two (2) pairs of coveralls or two (2) shop coats per week.

Each Mechanic and Service Employee will be provided with:

- 1-Pair Safety Goggles
- 1-Pair of Ear Protectors
- 1-Dust and Paint Respirator

The tool account of each Mechanic and Service Employee will be credited at the end of each contract year:

Year 1	Year 2	Year 3
\$30.00/month	\$35.00/month	\$40.00/month

The tool credit is for the purchase and/or maintenance of tools or safety equipment through Employer accounts with supplies. The employee may access funds from or apply charges to his tool account credit in one of three (3) ways:

- a. Direct reimbursement upon proof of payment for tools or safety equipment; or
- b. The allowance paid and taxed as ordinary income; or

- c. Automatic deduction from wages net of taxes for items purchased from Employer accounts.

Should the employee choose to deposit the credit into the Retirement Savings Plan as an employee voluntary after-tax contribution, the Employer will, first deduct all applicable taxes from the credit.

Article 16 – SPECIAL STIPULATIONS

16.01 All repair and service work performed on coaches owned and/or operated by Evergreen Trails, Inc., shall be done by members of the Union consistent with the other requirements in this Agreement. This does not exclude a Shop Supervisor, Shop Foreman, or Maintenance Manager from performing such functions, except that, during times of furlough, they will be limited to performing functions related to diagnosis and/or evaluation of equipment, or instruction related to upgrades in “Schedule B”.

Article 18 – Health Insurance

18.01 Health Insurance:

The Employer shall arrange for medical and dental insurance coverage for employees covered by this Agreement that meet the specific eligibilities.

The Employer shall fund insurance at the rate of:

Year 1	Year 2	Year 3
\$300.00	\$310.00	\$320.00

Should the monthly insurance premium be greater than the amount funded by the Employer the Employer is authorized to deduct the additional amount necessary from the employees’ pay.

Employees who have medical/dental elsewhere, and provide the Employer with proof of such other coverage, will be permitted to opt out of the Employer provided insurance program. If an employee opts out of the Employer provided insurance, then the employee may choose between two additional alternatives. First, the employee may elect to have an extra \$60.00 included in his/her taxable compensation each month. The \$60.00 (net of applicable taxes) may be received in cash or may be deposited into the Retirement Savings Plan as an employee voluntary after-tax contribution.

Any employees that fall below the necessary benchmarks will be removed from the Health Insurance when the assessments are made by November 15 each year.

18.02 Eligibility for insurance coverage shall be determined by November 15th and be applied retroactively to November 1st of each year. All Full Time Employees covered by this Agreement who achieve a minimum of 1500 hours worked during the preceding twelve (12) months shall be eligible for insurance coverage. Any existing employees that currently (as of 11-01-09) have Health care benefits may retain those benefits as long as they meet the necessary eligibility requirements yearly. The Employer may elect to provide insurance coverage to Shop Employees

earlier than specified above, at its sole discretion, provided the employee has been employed at least three (3) months.

- 18.03** A Driver who works less than forty (40) hours of work in a calendar month, exclusive of any paid entitlements provided for in the Agreement, shall continue to receive the benefits set forth in Section 18.01 of the Agreement for the month in question for a period not to exceed six (6) months in a contract year. To qualify, the Driver must have fulfilled the 1500 hour eligibility requirement in the preceding contract year, continue to pay his/her regular monthly healthcare premiums through payroll deduction or by personal check and have maintained full-time availability in the month in question. This does not limit the Employers right to furlough Drivers as provided for in this Agreement.

Article 19 – Retirement Savings Plan

19.01 Retirement Savings Plan

The Employer has set up a Retirement Savings Plan and enrolled all eligible employees under the terms and conditions of the Plan along with the terms and conditions noted below:

- a. Eligibility for enrollment in the Retirement Savings Plan shall be determined November 15th of each year retroactive to November 1st, and eligible employees shall include all employees covered by this Agreement achieving a minimum of 1000 hours worked during the preceding twelve (12) months.
- b. Effective with ratification, the Employer will make contributions to the Retirement Savings Plan for eligible employees who work a minimum of 1800 hours in the preceding twelve (12) months at a rate of:

Year 1	Year 2	Year 3
1.30*	1.35*	1.40*

*Contributions will be based on a maximum of 170 hours worked per month per eligible employee.

- c. For the purpose of vesting, the following schedule shall apply:

Length of Service	Percent Vested
Less than 2 years	0%
2 years but less than 3 years	20%
3 years but less than 4 years	40%
4 years but less than 5 years	60%
5 years but less than 6 years	80%
6 years or more	100%

A year of service shall mean the completion of 1000 or more hours of full time service in the contract year (November 1 – October 31).

20.03 Holidays

Thanksgiving Day Christmas Day

- a. The Employer shall pay eight hours of time to each Mechanic and Service Employee for Thanksgiving and Christmas. Mechanics and Service Employees who work on these holidays will be paid for eight hours of time in addition to those hours actually worked.
- b. Drivers shall be paid time and one half for all hours worked on Thanksgiving Day and Christmas Day respectively.

21.04 It shall be the Employer’s responsibility to direct the repairs as necessary to conform with the safe and efficient operation of the equipment, based on applicable Washington State and Federal Regulations.

Article 22 – UNION MANAGEMENT COMMITTEE

22.01 The Employer and the Union agree to schedule a Union Management meeting two (2) times per year prior to posting summer and fall bids, or as often as required, during the life of this Agreement. The meetings shall serve as a forum for discussion, and consultation, and Union Recommendations about policies and practices not necessarily covered by the Collective Bargaining Agreement. The areas for discussion shall include but not be limited to:

- a. Hiring Policies;
- b. Discipline and discharge policies;
- c. Training and promotion;
- d. Safety measures;
- e. Matters that affect the working conditions of the employees;
- f. Run structures
- g. Enhancement of Products and Services

Article 26 – DURATION OF AGREEMENT

26.01 This agreement shall be in full force and effect from the date of ratification through October 31, 2012 and shall continue thereafter from year to year unless either party proposes changes in the terms of the Agreement. Should either party wish to propose such changes, notice shall be given in writing and received by the other party not less than sixty (60) days before the first (1st) day of November of the year when such changes are to go into effect. Such notice shall be delivered by United States Certified Mail.

Schedule A – Driver Wages

	Year 1	Year 2	Year 3
Full Time Available (and drivers with >3000 lifetime hours)			
- All mandatory certifications	15.70	16.05	16.53
Safety Incentive	+ .65	+ .70	+ .75
	16.35	16.75	17.28

Part Time Available

- All mandatory certifications	14.00	14.32	14.75
Safety Incentive	+ .65	+ .70	+ .75
	14.65	15.02	15.50

Probationary/Casual

- All mandatory certifications	12.00	12.27	12.63
Safety Incentive *	+ .65	+ .70	+ .75
	12.65	12.97	13.38

*Casual drivers would be paid at the end of season the safety incentive per hours worked.

Schedule A – Mechanics Wages

Classification			Year 1		Year 2		Year 3
A	+.20		23.91	+.59	24.50	+.61	25.11
B	+.20		22.66	+.56	23.22	+.58	23.80
C	+.20		20.71	+.51	21.22	+.53	21.75

Schedule A – Service Persons Wages

Servicemen			Year 1		Year 2		Year 3
A	+.20		17.50	+.35	17.85	+.36	18.21
B	+.20		15.43	+.31	15.74	+.31	16.05
C	+.20		14.47	+.29	14.76	+.29	15.05

Schedule A – Coach Cleaners**

			Year 1		Year 2		Year 3
Coach Cleaners	+.20		9.99	+.20	10.19	+.20	10.39

**No coach cleaner shall, as a result of this Agreement, be paid an hourly wage less than their existing rate of pay. All Coach Cleaners shall receive increases to their hourly rate of pay equivalent to the above increases.

Incentive/Supplemental Pay:**4.2 Ticket Sales:**

At the end of each month the Employer will pay an incentive of twenty cents (\$.20) for each ticket sold by the Driver. (Note: Airport Drivers are not permitted to solicit passengers at the airport when the booths are manned or beyond the perimeter of the pick-up area).

4.3 Narration – Drivers:

On moves where the Employer is required by the customer to provide narration, the Driver will receive thirty percent (30%) of the narration costs charged to the customer, unless the narration

fee is refunded to the customer for poor performance. All feedback regarding Driver narration is to be shared with the Driver.

4.4 Chain – up:

Drivers will be paid \$6.00 for each time that they must install chains.

4.5 Safety Incentive Program:

Drivers operating accident free will be eligible for a Safety Incentive pay per hour by trailing month.

Actual Safety Incentive Rates:

	Year 1/ Original	Year 2	Year 3
All Drivers	.65 = 4.1% - 5.4%	.70 = 4.3% - 5.3%	.75 = 4.5% - 5.9%

Any preventable accident will disqualify the driver for the quarter in which the accident occurred and the subsequent quarter thereafter.

If a preventable accident occurs in the 1st quarter, you will receive year ones incentive rate starting in the 3rd quarter and earn back the applicable year’s rate once you have passed one year with no preventable accidents.

Upon ratification of this Agreement the Safety Incentive will begin pay out of accident free hours starting on 11-01-09 on a trailing month basis. Payment of the Safety Incentive will occur in the 2nd payroll period of the following month.

- a. An accident is defined as an occurrence relating to motor coach operations which results in personal injury or property damage regardless of who was injured, whose property was damaged, or who was at fault. An accident is still considered an accident whether a vehicle was moving or was temporarily stationary, and includes an event occurring on the coach or while passengers embark/disembark, which results either in a passenger injury requiring medical attention or a claim against the Employer, or both, and which through normal procedures, the Safety Department determines to be preventable.
- b. Each accident is assessed for preventable or non-preventable and the Safety Department will decide issues related to accident preventability, subject to Article 11.
- c. All drivers involved in three (3) preventable accidents within a rolling twelve (12) months period may be terminated.
- d. Preventable accidents that occurred prior to 11-01-09 will be included in the rolling twelve (12) months accumulation. Any driver that has two (2) or more accidents as of 11-01-09 will start this new program with two (2) accidents on their record. Each accident will fall off on its anniversary.

- e. The employee has the option to purchase his/her 1st accident of less than \$2,000.00 and has no 3rd party claim, within ninety (90) days of occurrence. Commitment to pay must be made in writing within ten (10) day of preventability determination.
- f. The Safety Department may charge mystery or unreported damage to a driver if no previous source can be documented and no post trip was completed. These charges will count as a preventable accident and are subject to the rules of progressive discipline up to and including termination.

Tentative Agreement:

It is hereby agreed by and between Evergreen Trails Inc., d/b/a Gray Line of Seattle for its operations at 4500 West Marginal Way SW (hereinafter the "Employer") and the United Transportation Union, Local 161 (hereinafter the "Union") that this Agreement shall become and is effective upon ratification by the local Union Membership. This Agreement beginning with ratification shall continue in full force and effect until midnight, October 31, 2012.