

## **MAINTENANCE COLLECTIVE BARGAINING AGREEMENT -2021-2024**

WHEREAS, it is certified by the State Labor Board under the results of a certified election that the parties to this agreement meet to establish, promote, and foster a Labor Management relationship that will be enduring and of mutual advantage to the Employer, Employees, and the Union.

Therefore, this agreement as to wages, hours, and working conditions is entered into this first day of July 2021, by and between Green Mountain Transit, hereinafter called "Employer", and Chauffeurs, Teamsters, and Warehousemen, and Helpers Local Union No. 597, affiliated with the International Brotherhood of Teamsters hereinafter called the "Union", and shall be binding upon both parties hereto, their successors and assigns until terminated or amended as hereinafter provided, and it is further agreed that each and every Employee covered by this agreement is bound by its terms.

## **ARTICLE I. SCOPE OF AGREEMENT:**

- A. The Union, its members and the Employer agree that provisions of this Agreement shall be expressly limited to hours, wages, and working conditions of the Employees and no provisions hereof shall be construed to restrain the employer from the full and absolute control of operations and management of its business in all aspects and matters not covered by express terms of this Agreement or by the necessary implications of the expressed terms.
- B. The Employer recognizes the Union is certified by the State Labor Board Docket #90-04 (certification date May 31, 1990) as the sole and exclusive bargaining unit for mechanics, bus cleaners, and working foreman.

The provisions of this Agreement shall be applied equally to all applicable employees. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. GMT is an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to age, race, sex, pregnancy, color, national origin, religion, ancestry, place of birth, sexual orientation, gender identity and expression, HIV status, veteran/military status, citizenship, genetic information, disability and any other protected characteristic, recognized and defined by applicable law. All references to employees in this Agreement shall be gender neutral.

The Employer shall not interfere with the right of employees covered by this Agreement to become members of the Union, and there shall be no discrimination against any such employees because lawful Union membership.

The Union shall fairly represent all employees in the bargaining unit. The Union shall not interfere with the right of employees covered by this Agreement not to become members of the Union, and there shall be no discrimination against any such employees because of such refusal.

Applicants for employment for position(s) in the bargaining unit shall be advised by Management of the terms in this section before the time of their hiring.

It shall be a condition of this Agreement that:

GMT employees who are members of the Union on the effective date of this Agreement shall remain members of the Union while this contract is in force. The Union agrees that it will admit to and retain in union membership employees as long as such employees tender the initiation fee and periodic dues uniformly required by membership.

GMT employees who are not members of the Union shall tender an

equivalent amount to the initiation fee thirty-one (31) days following the ratification of this Agreement by Union and Employer upon or upon completion of their probationary period if hired after ratification of this Agreement. Such employees, who are not members of the Union, must tender financial core fees monthly in lieu of union dues.

In the event that an Employee fails to tender the ~~ignition~~ initiation fee or its equivalent fees or fails to pay periodic dues or fees (union dues or financial core fees), the Union will notify the Employer in writing. The Employer agrees to ~~discharge~~ notify such employee within seven (7) days of receipt of said notice provided:

1. it is reasonable ground for believing that member in the union was not available to the Employee on the same terms and conditions generally applicable to other members, or benefits of belonging to the bargaining unit (for non-union members) were denied;
2. it is reasonable grounds for believing that the membership or equivalent fee or periodic dues or fees were in fact paid.

The Employer agrees to establish a check-off system to deduct applicable Union membership dues and initiation fees monthly from union members covered by this Agreement and to pay over money so deducted to the Union, provided that the Employer has received from each Employee, on whose account such deductions are made, a current written authorization. The Employer further agrees to send the Union a copy of each Employee's Authorization Card, a copy of which is attached hereto and made a part hereof, and is set forth in Exhibit B and which is accordance with State and Federal Laws.

- C. No Bargaining Union members shall be required to work in violation of this Agreement.
- D. After making an appointment with the General Manager or their designee, Authorized Agent of the Union shall have access to the Employer's establishment during working hours to investigate working conditions and vehicles. Authorized agents will also make appointments to inspect current time cards. By permission of the General Manager or ~~their~~ their designee, such representative and/or officer may conduct Union business with union members who are on duty. Union meetings will be held in location(s) other than the Employer's premises.
- E. Upon request by the Union or invitation of the Employer, the Union shall have access to the log books, other than current time cards, and payroll records of the Employer relating to members of the bargaining unit covered by this Agreement for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within seven (7) days of the Union's request.

F. It is agreed that there will be no concerted activities including: strike, work stoppage, slowdown, sick-outs, picketing, or refusal to fully and faithfully perform job functions and responsibilities by the Union or by its officers, agents, or members.

In the event of any of the above-mentioned actions by employees who are represented by the Union, the Union agrees in good faith to take all steps to cause employees to cease such action.

It is agreed and understood that any employee violating this Article shall be subject to disciplinary action from loss of pay up to termination.

The Employer agrees that it will not lock out employees.

## **ARTICLE II. STEWARDS:**

- A. The Employer recognizes the right of the Union to designate a Shop Steward and one alternate to exercise the function of Steward in the absence of the Steward concerned. Stewards must be designated from the bargaining unit.

The authority of the Stewards so designated by the Union shall be limited to and shall not exceed the duties and activities as noted below in (1) and (2). Such duties shall be performed during non-working time unless the Steward's presence is required by the Employer. Further, the Employer will make a reasonable effort to schedule meetings regarding the investigation of potential disciplinary matters and grievances at the beginning or end of the Steward's duty shift provided doing so does not unnecessarily delay the scheduling of such meetings.

1. The investigations and presentation of grievances in accordance with the provisions of Article VII.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
  - a. have been reduced in writing or
  - b. 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.

The Stewards will be paid by the Employer for performing Steward duties only when they are called in to do so by the Employer. The Steward shall not be paid by the Employer if they are called in by, or at the request of, a bargaining unit member.

The Employer will honor its obligations under Weingarten Garrity and Loudermill as applicable. Meetings will take place in a private office at, 101 Queen City Park Road, Burlington, VT. The Local Union and the Stewards shall be provided with copies of all disciplinary warnings, suspension and discharge memorandum.

- B. Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Union agrees to cooperate with the Employer to the fullest extent to secure the prompt discontinuance of such unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event that any Steward has taken or advised unauthorized strike action, slow-downs, or work stoppages.
- C. Stewards shall be the last to be laid off in the event of a reduction of the workforce.

- D. The Union agrees to furnish the Employer with up-to-date lists of all its offices, business agents, and stewards and to immediately notify the Employer of any and all changes hereto.
- E. The Employer recognizes the employee's right to be given requested representation by a Steward or designated alternate, at such times as the employee or employer reasonably contemplates disciplinary action. The Employer also recognizes the Steward's right to be given requested representation by the designated alternate or Business Agent. When requested by the Employee OR the Union there shall be a steward present whenever the Employer meets with an Employee concerning grievances or investigatory interviews. In such cases, the meeting shall not be continued until the Steward is present.

In all cases where a bargaining unit member does not wish to have a Steward or Designated Alternate present, such shall be put into writing and provided to The Union upon request. Such shall only be considered valid if signed by the employee. All time spent investigating grievances or attending meetings shall be paid time.

### **ARTICLE III. HOURS:**

- A. Forty (40) hours per week shall constitute the normal work week for all full-time members of the bargaining unit for the duration of this Agreement. Employees shall be required to work forty (40) hours per week before being paid overtime; however, CTO utilized in accordance with the provisions of this Agreement shall be counted as time worked for the calculation of overtime.

All authorized overtime hours worked in excess of 40 hours per week shall be paid for as overtime at one and one half (1½) times the normal rate of pay for the duration of this contract. Authorization must be given by the Director of Transportation or his their designee. Hereafter in this Agreement, the term Director of Transportation shall refer to the Director of Transportation or their designee.

There will be no overtime on a daily basis. When the Employer needs Bargaining Unit Members to work overtime, the hours and work assignment offered will be posted for members to sign and awarded to the highest seniority qualified maintenance member who signed up. Should no Bargaining Unit Member sign the voluntary list, it will then be offered out as double time in seniority order at double time (2) the regular rate of pay.

The Employer shall, when possible, post available overtime assignments within twenty-four (24) hours of when the need for overtime is known to The Employer.

- B. Employees who have regular assignments or who are otherwise called in to work shall be paid for at least three (3) hours work is guaranteed, but if he does decline, the Employer shall be free to call in other(s) with less seniority to perform the work.
- C. In the event of an emergency beyond the Employer's control which requires changing the regular starting time of Employees, the Employer shall give all reasonable notices of the change to the Employees concerned, but any Employee who is not notified to change through no fault of the Employer shall not be entitled to start work until work is available for him/her them. Employees notified of emergency changes of starting time shall work their regularly assigned hours and such additional hours as are reasonably required to cope with the emergency. No Employee shall be deprived of pay for waiting time due to circumstances beyond their or the Employer's control which delays the start of work.
- D. Employees shall be required to provide an updated telephone number and address to the Employer.
- E. All employee work shifts shall provide for:
  - a. One thirty (30) minute unpaid meal period;

- b. One thirty (30) minute paid rest period during each shift;
  - c. Clean-up of work area and return of tools to proper storage area shall be done immediately prior to the end of the employee's shift. Personal clean-up (i.e. shower and changing of clothes) shall not be done during a shift.
  - d. Reimbursement, in accordance with the employee handbook, for a meal break taken by maintenance department personnel who are working off site for more than a four (4) hour period.
  - e. Employees, when requested or required to work through their lunch period shall be allowed a reasonable amount of time to eat and shall be paid at one and a half times (1.5x) their Regular Rate of pay for the lunch period.
  - f. At the discretion of the employee the thirty (30) minutes of paid rest during each shift may be used in the following ways.
    - a. One (1) continuous period
    - b. Two (2) fifteen minute (15) periods
    - c. Three (3) ten minute (10) periods
    - d. The Employees must notify the Director of Transportation or their designee at the start of a new bid how they would like their paid rest time split, or it shall default to one (1) thirty (30) minute paid break period. The Director of Transportation or their designee will schedule the paid rest periods at the start of the bid and these will remain in effect for the duration of the bid.
- F. Employees assigned away from the garage for the full day shall receive one-half ( $\frac{1}{2}$ ) hour unpaid lunch period and will receive a lunch allowance at the federal per diem rate.

#### **ARTICLE IV. SENIORITY:**

- A. **DEFINITION OF SENIORITY:** Seniority, for purposes of this Agreement, means the longevity of service of the employees in their employment. See Exhibit A for seniority roster by job classification. The Employer shall post updates of this roster.
- B. **PROBATIONARY EMPLOYEES:** Not notwithstanding membership in the Union as herein provided, management shall have the right to terminate the employment of probationary employees within ninety (90) days of hiring or within the first five hundred twenty (520) hours of work on the job – whichever is the longer period of time. Any probationary employee may be terminated at any time with or without reason during the probationary period at the sole discretion of the Employer without the right of appeal. There will be no accrued time payouts for probationary employees who do not complete the probationary period. A terminated probationary employee shall not receive compensation for CTO.

Each employee shall authorize the Employer to conduct a criminal records background check as a condition of employment; such background checks may be conducted whenever deemed appropriate by the Employer during the hiring process or an employee's initial probationary period. Each employee shall authorize the Employer to review DMV license information supplied by the Employee as a condition of employment.

After the probationary period is completed, a full-time employee's seniority shall be retroactive to the date of employment.

- C. **CONDITIONS OF BUSINESS:** If conditions of business are such that Employees will not receive a full week's work, Employees in the order of their seniority shall be given the preference of the work available in their classification of employment.
- D. **OVERTIME:** Overtime work shall be assigned on the basis of seniority to full-time qualified employees on a voluntary basis. Journeymen are qualified to replace a Master Mechanic for overtime purposes. If no qualified employee volunteers, assignment shall be made in reverse order of seniority for the appropriate classification of employment. Day and Night Foremen shall be assigned overtime for the appropriate classification as determined by the Director of Transportation or their designee.

No Employee shall be required to work two (2) consecutive shifts back to back (double shifts) unless due to emergency. Those Employees assigned overtime shall receive at least one (1) day notice prior to the day the overtime is to be performed.

When sufficient time is available, work assignments for additional work shall be made by telephone or other means of direct communication in the order that Employees' names appear on the Seniority Roster for the job classification. Assignments which must

be made on short notice shall be given to the most senior qualified Employee perceived to be readily available by the Director of Transportation or their designee, or the Foreman.

Employees who are not currently working will be paid for all time spent answering phone calls and text messages while they are off duty, with a minimum of fifteen (15) minutes of pay.

- E. LAYOFF: When it becomes necessary to lay off Employees, preference for continued employment shall be given to full-time employees in the order of their seniority to the work available in their job classification. When an Employee in a higher classification has no opportunity for work within their classification, they may bump an employee in a lower classification of work provided they is qualified to do the work and is more senior by date of employ in the bargaining unit than the person they is bumping. Such employee shall then be paid at the appropriate rate of pay in the lower classification or category of work. If work later becomes available in his or her prior higher classification of work, they may return to that classification provided there is no more senior person in a similar circumstance who wishes to return to the classification.

After layoff, Employees shall be rehired in the inverse order (i.e. most senior full-time employee first), for work available in their job classification. If no work is available in their classification, they may return to work at a lower classification of work provided they is qualified to do the work and is more senior by date of employ in the bargaining unit than the person they is bumping. Such employee shall then be paid at the appropriate rate of pay in the lower classification or category of work. If work later becomes available in their prior higher classification of work, they may return to that classification provided that there is no more senior person in a similar circumstance who wishes to return to the classification.

Employees who are eligible for recall shall be given fourteen (14) days' notice of recall, which shall be sent to the Employee by certified or registered mail with a copy to the Union. It is the responsibility of the laid-off Employee to keep the Employer aware of their current mailing address and that the Employees laid off so notify the Employer by registered, return receipt mail. The Employee must notify the Employer of their intention to return within seven (7) calendar days after receiving notice of the recall and shall make their employment available within three (3) weeks of notice of intention to return to duty. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the Employee to the Employer. Once an Employee has been afforded the opportunity of recall under this section and has refused such recall or has been unresponsive to the certified or registered mail in the allotted time provided under this section, they shall be deemed to have waived all recall rights under this section.

- F. BIDS: Bids shall be conducted at least two (2) times each fiscal year. The bids shall be posted on the first of April, if that is a Wednesday, or the first Wednesday immediately

following the first of April, and the first of October if that is a Wednesday, or the first Wednesday immediately following the first of October. All bids will be posted from Wednesday to Wednesday to become effective the following Monday and will be given to the senior full-time Employee that qualified by job classification; however, any employee who does not sign up by the required day and time shall be passed over by succeeding qualified applicant(s) and will continue to be passed over until late-bidding employee actually signs up. The Employer will post all job bids,

overtime postings, layoff notices, and any other bids on a common bulletin board in the maintenance posting area.

The Director of Transportation or their designee shall designate a Foreman or Foremen, who shall be a Master Mechanic, and who shall serve in such capacity at the pleasure of the Employer. The Director of Transportation or their designee shall assign such Foreman or Foremen to particular shift(s). If a Foreman returns to a Master Mechanic position, no other Master Mechanic would be demoted in their job classification. The Director of Transportation or their designee shall designate a Lead Mechanic from among the members of a shift where no Foreman has been temporarily or permanently assigned. The Employer may designate additional Lead Mechanics at their sole discretion. Such Lead Mechanic shall serve in such capacity at the pleasure of the Employer. The Director of Transportation or their designee may designate a Head Custodian who shall serve in such capacity at the pleasure of the Employer. Employer agrees to maintain a Foreman or Lead Mechanic on all shifts at all times.

Binding by eligible participants for available assignments shall take place in several phases:

1. bidding by Master Mechanics (other than Foreman),
2. bidding by Journeyman Mechanics,
3. bidding by Apprentice Mechanics #1,
4. bidding by Apprentice Mechanics #2,
5. bidding by Custodians,
6. bidding by Body Technician,
7. bidding by Wash Rack Crew Chief.

For any employee off work for vacation, leave of absence, or disability during the sign up, the following shall apply: The Employer shall notify the Employee in writing or by telephone of the opening and closing of the sign-up period. It shall be the Employee's

responsibility to leave an address and/or telephone number where they can be reached while off work. The Employee shall notify the Director of Transportation or their designee of their assignment preference in accordance with their seniority. Written or telephone notice must be received by the Employer prior to the day the Employee is scheduled to sign up. Any Employee who does not notify the Employer as required herein shall be assigned such work as is available late in the bidding process (if

Employee submits bid before the bidding process is completed) or after the bidding process is completed in accordance with the establish procedures (below) until the next bid posting.

In the event an Employee is expected to be out of work for more than thirty (30) days, a Temporary Bid Sheet will be posted for the applicable category of work whether or not the slot for the position temporarily vacated is to be filled. An Employee returning to work whose position has been filled through a Temporary Job Bid shall return to his previous position—the same shall apply to all derivative bids or assignments. In the event of absence by a Foreman, the Employer shall select, at its sole discretion, a Lead Mechanic who shall assume the temporary position and who shall be paid the appropriate premium for this work (See wages). In the event the Employee who was temporarily replaced does not return, new bids will be posted for available positions whether or not the slot for the temporary position bid out is to be filled.

When the number of employees in a particular shift is insufficient to perform the work necessary, a qualified employee may be temporarily transferred to that shift on a voluntary basis. If there are no volunteers, the least senior person in their classification shall be transferred.

Employees acting as head custodian or wash rack crew chief shall receive \$.25/hour when acting as such, but if acting as such for a period of 30 days or greater, shall receive the full rate. Any Employee acting as the Foreman for 30 days or greater shall be paid as the Foreman.

G. The Employer shall not be required to hire those referred by the Local.

## **ARTICLE V. WAGES AND BENEFITS:**

### **A. Wages and Advancement**

- a. Effective July 1<sup>st</sup>, 2021, the pay scale for Full-Time Employees Base Pay is as follows:

Classification	July 1, 2021	July 1, 2022	July 1, 2023
Master Bus Mechanic	\$28.45	\$29.30	\$30.18
Body Technician	\$28.45	\$29.30	\$30.18
Apprentice Bus Mechanic #1	\$20.00	\$20.00	\$21.00
Apprentice Bus Mechanic #2	\$18.00	\$18.00	\$18.00
Wash Rack Crew Chief	\$19.85	\$19.85	\$19.85
Wash Rack	\$16.97	\$16.97	\$16.97
Head Custodian	\$19.85	\$19.85	\$19.85
Custodian	\$16.97	\$16.97	\$16.97
Custodian (non CDL)	\$15.97	\$15.97	\$15.97

The Employer may increase the base pay rates in this section according to market conditions as long as the increase in the base pay does not exceed the lowest pay for an existing employee in that job classification.

Any Employee who is not within a step progression shall receive the base rate increase or 3%, whichever is greater, in each year on July 1<sup>st</sup> at 12 AM effective starting July 1<sup>st</sup>, 2021.

Mechanics shall have a step program which culminates in their advancement, subject to meeting certain requirements, to a Master Mechanic. The steps are as follows and all employees in this step program are mechanics:

Step One	Apprentice #2	\$18.00
Step Two	Apprentice #2	\$18.45
Step Three	Apprentice #1	\$20.00
Step Four	Apprentice #1	\$20.50
Step Five	J Journeyman	\$24.83
Step Six	J Journeyman	\$25.45
Step Seven	J Journeyman	\$26.09
Step Eight	J Journeyman	\$26.74
Step Nine	J Journeyman	\$27.41
Step Ten	Master	Current Base Rate

Final requirements for progression shall be attached to this agreement as Exhibit C. Information on ASE Transit Certification can be viewed in the office of the Director of Transportation or their designee.

The General Manager or their designee may advance the employee from one classification to another prior to the completion of the step program based on equivalent experience.

Pay for Certifications:

Employees who pass any of the ASE Transit Bus Tests associated with H1-H8 and acquire the certificate shall receive an additional \$.50 per hour for each and every ASE certificate which they have acquired.

Pay for Experience:

The Employer may hire in at any step based upon qualifications and experience up to the maximum of the Master Mechanic Base Rate.

- b. Premium for Day and Night Foreman: \$1.50/hr.  
Premium for Lead Mechanic when replacing a Foreman: \$0.75/hr.  
Premium for Lead Mechanic: \$0.75/hr.

See Article VI, Section Q for definition of vacancy.

- c. When an Employee is directed by Management to work temporarily in a lower classification, they shall be paid at their regular classification rate of pay except under the layoff provisions of Article IV (E).
- d. The Payroll period shall run in a two (2) week cycle from Monday through Sunday. Payroll checks shall be available from the Payroll Clerk by noon on Friday of the following week, except under extenuating circumstances and provided that the Employee shall have given all necessary payroll information to the Director of Transportation or their designee by Monday at 8:00 AM. Each Employee shall be provided with a statement of gross earnings and an itemized statement of all deductions for any purpose each week. Accrued CTO information shall be provided on each Employee's payroll check stub or shall be posted monthly.
- e. When an Employee leave the employment of the Employer, they shall be entitled to pay earned during the last payroll week and shall be paid monies due within one week.
- f. As an alternative to being paid by payroll check, an employee may elect to be paid by direct deposit from the Employer to the Employee's personal bank account. It is understood that the direct deposit option may result in a one-day delay in the posting of the pay to the Employee's account, i.e. pay will be posted

one day after the regular pay-day.

- g. A shift differential amount of \$0.25 /hour will be paid to all employees who bid and work a second shift bid.
  - h. Longevity Pay: Employees who have ten (10) years of completed service shall receive an annual longevity pay bonus of seven hundred fifty dollars (\$750), and Employees who have fifteen (15) years of completed service shall receive an annual longevity pay bonus of one thousand two hundred fifty dollars (\$1250), and Employees who have twenty five years of completed service shall receive an annual longevity pay bonus of two thousand dollars (\$2,000) in the third week in June, if still an Employee.
- B. Health Insurance: The Employer shall provide insurance through Allegiant Care or comparable coverage.
- a. In recognition of rising medical costs, the Employer or Union may request a Union meeting where cost containment proposal(s) of mutual benefit to the Employer and Employee will be presented.
  - b. For any Employee eligible for the health insurance plan noted herein, who elects to forego coverage in said health insurance plan, the Employee shall be eligible to receive two thousand five hundred dollars (\$2500) per year upon proof of other insurance coverage. This benefit will be paid out in equal installments each pay period of \$96.15 added to the Employee's paycheck.
  - c. A Section 125 Plan shall be maintained for all Employees to be utilized for medical expenses as well as child care expenses.
  - d. Employees who have twenty (20) consecutive years of full-time service and are at least 62 years old, are eligible for an individual health care policy until age 65, provided that the Employee contributes thirty percent (30%) of the annual premium.
- C. Dental and Vision Benefits: The Employer shall provide dental and vision coverage to full-time Employees. Additionally, the Employer shall reimburse each Employee for any additional dental or vision expenses incurred by the Employee or a family member during the term of the contract, up to a maximum limiting amount of two hundred fifty dollars (\$250) per Employee, for the life of the contract.
- D. Life Insurance: The Employer shall provide life insurance for full-time Employees in the amount of fifty thousand dollars (\$50,000), including Accidental Death and Dismemberment Insurance, which shall be paid by the Employer. Employees who have voluntarily retired within twenty-five (25) consecutive years of service are eligible to receive such insurance at the Employees costs at the group rate, if available, until age 65.

E. Combined Time Off:

Each full-time Employee shall earn Combined Time Off (CTO) per pay period at a rate based on years of service. Time shall be accrued from date of hire. Employees who have successfully completed their probationary period will be eligible to use CTO.

- 1<sup>st</sup> through 5<sup>th</sup> year: 8.67 hours per pay period.
- 6<sup>th</sup> through 12<sup>th</sup> year: 10.84 hours per pay period.
- 13<sup>th</sup> through 24<sup>th</sup> year: 12.33 hours per pay period.
- 25<sup>th</sup> through 30<sup>th</sup> year: 14.50 hours per pay period.
- 31<sup>st</sup> year and beyond: 16.00 hours pay period.

In April, the Employer shall post a schedule of vacation openings for the period July 1 – June 30 by separate day and evening shifts. Employees may bid for posted time slots on a seniority basis and each employee shall have a week to bid their vacation time for all or a minimum of half of the vacation time they have accrued through the month of June. In November, the Employer will post a schedule of vacation openings by separate day and evening shifts for the period of December to June 30 and those employees who have not bid all of their accrued vacation time earned through the previous June, will be required to bid their remaining available vacation, less five (5) days at their discretion. Employees who are approved leave at the time of the vacation bid may submit their vacation bid selections to the Director of Maintenance Transportation or their designee prior to their vacation. Thereafter, vacations shall be scheduled by management on a first-come, first-served basis for available time slot opening.

- 1<sup>st</sup> through 5<sup>th</sup> year: 3 weeks (80-120 hours)
- 6<sup>th</sup> through 12<sup>th</sup> year: 4 weeks (120-160 hours)
- 13<sup>th</sup> through 20<sup>th</sup> year: 5 weeks (160-200 hours)
- 21<sup>st</sup> through 24<sup>th</sup> year: 6 weeks (200-240 hours)
- 25<sup>th</sup> through 30<sup>th</sup> year: 7 weeks (240-280 hours)
- 31<sup>st</sup> year and beyond: 8 weeks (240-320 hours)

The Employer shall allow the following vacation slots:

Day Shift:

- (2) Mechanics
- (1) Custodian
- (1) Body Tech

Night Shift:

- (1) Mechanic
- (1) Wash Rack/Custodian

Berlin:

- (1) Employee

Additionally, the night and day Foreman cannot bid the same vacation week(s).

No accrued vacation time shall be taken other than that time which has been scheduled as described in Section (E) above without the written permission of the Director of Transportation or their designee.

Vacations must be taken as scheduled and may not be terminated early or swapped without permission of the Director of Maintenance or their designee.

No vacation pay shall be given in advance of accrual.

Vacations are intended to be taken and shall not be worked.

The Employer will make its best efforts not to disturb the vacation plans of Employees; however, the Employer reserves the right to adjust the vacation schedule in order to maintain an adequate workforce in event of unanticipated shortage of employees. In an instance where an Employee has been scheduled a particular vacation slot through the above-mentioned bidding process and can demonstrate that they have made plans which entail deposits for advance reservations, such Employee's vacation schedule may not be changed by Management without reimbursement for such expenses. Such assignment by the Employer shall only be done as a last resort. Any hours worked under this clause shall be at time and a half (1.5).

Employees shall contact the Foreman, giving a minimum two (2) hours' notice before start of assigned work if calling out (booking off).

Employees are required to use eight (8) hours of CTO time for the six (6) days each year that GMT does not operate service if they are normally scheduled to work on that day and the maintenance division is closed.

To qualify for CTO benefits when the agency is closed, an Employee must have worked their scheduled workday preceding and following the closed day unless excused for sickness, for which sick time had been accrued and may be taken, or work-related injury.

Each week an employee utilizes CTO, they must record enough CTO time on their timesheet to reach forty (40) hours of time every week.

At a minimum, employees must use the same amount of CTO pay as their scheduled shift(s) when they are out of work for any reason besides an approved unpaid leave of absence, worker's compensation leave, bereavement leave, or if they have a normally scheduled workday on one of the six (6) days that GMT does not operate service.

Employees may use CTO time to supplement Workers Compensation up to 90% of their

normal earnings or as provided by law.

Any accumulated CTO not used will be rolled over into the following fiscal year.

When an Employee leaves the Employment of the Employer, for any reason other than dishonesty, they will be paid for all CTO accrued.

At the Employee's sole discretion, they shall notify the Employer by the last day the second month (February 28th or 29th, May 31st, August 31st and November 30th) of any given quarter of their intent to cash out CTO time, and how they desire this cash out to be distributed. This cash out shall be paid in or before the final full payroll period of the quarter. Employees must leave a minimum of 24 hours in their bank, and will qualify for this CTO cash out under the following conditions:

To qualify for the CTO cash out an employee must be scheduled for, or have taken, at least ten (10) days or eighty (80) hours of CTO time, excluding holidays, within a twelve-month period. Qualifying employees may cash out up to one hundred sixty (160) hours of CTO time within any twelve (12) month period. Employees may cash out all or any portion of the annual limit in any quarter. After an employee has completed twenty-four (24) years of service to the employer, their annual cash out allowance shall increase to two hundred forty (240) hours within any twelve (12) month period provided that the ten (10) day or eighty (80) hour requirement has been met. These amounts cashed out may be cashed out or contributed to an employee's retirement account, or any combination thereof at the employee's sole discretion.

At the employee's sole discretion all accrued CTO hours greater than twenty-four (24) may be cashed out and/or contributed to an employee's retirement account or any combination thereof as designated by the employee. This must be performed within the first fiscal year of the agreement. Employees shall provide notice to company of one-time election to exercise one-time cash out on or before November 30, 2021 and shall indicate whether they choose to be cashed out prior to 12/31/21 or after 1/1/2022 but prior to 6/30/2022.

F. Bereavement Pay: In the event of a death in the family:

- a. (Father, mother, wife, husband, brother, sister, son, daughter, step-parents, step-children, step-brother, step-sister, grandparents, domestic partner, and grandchildren) An Employee who has completed probation shall be entitled to a

- maximum of five (5) days off with pay at the time of death or funeral;
- b. (In-laws, father, mother, sister, brother, grandparents) A full-time Employee who has completed probation shall be entitled to a maximum of three (3) workdays off with pay at the time of the death or funeral;
  - c. Unpaid leave of absence (per section (H) below) shall be granted upon request for death of an Employee's parent, spouse, or child. In the event of a death of a non-immediate family member (aunts, uncles, cousins), an Employee shall receive one (1) day off without pay. Employees may, at their discretion, use CTO to cover this absence.
- d.
- G. Retirement Plan: The Employer's retirement plan is composed of Employer and Employee contributions under the conditions noted below. An Employee must have completed a minimum of one (1) year of continuous service (at least one thousand (1000) hours of service) with the Employer before becoming eligible to participate in the Employer contributions portion of the plan.
- a. For participating Employees who currently have less than ten (10) consecutive years of service, to receive Employer's contributions of five percent (5%), an Employee must contribute a minimum of three percent (3%) of their eligible gross earnings per quarter of the fiscal year via payroll deduction into a 457 Program.
  - b. For participating Employees who have attained ten (10) consecutive years of service, to receive Employer contributions of seven percent (7%) of an Employee's eligible gross earnings into a 401(a) Plan, an Employee must contribute a minimum of five percent (5%) of their eligible gross earnings per quarter of the fiscal year via payroll deduction into a 457 Program.
  - c. Employee contributions shall be vested immediately and Employer contributions shall be vested after three (3) years of service, measured from the Employee's date of hire.
  - d. Notwithstanding the rules and regulations of the matching provisions above, the employer shall make contributions to the retirement plan of each full-time member of the bargaining unit as follows regardless of their own personal contribution to their retirement accounts.

Starting on July 1, 2022, each full-time member of the bargaining unit shall receive a contribution of \$.50 per hour to their retirement plan for each hour that they are paid up to a weekly maximum of forty (40) hours. This contribution shall increase to \$1.00 per hour effective on July 1, 2023. The employer may pay this under the same schedule as their typical employer

match retirement contribution. If an employee leaves employment then the contribution shall be paid as soon as practicable unless otherwise mandated by law.

#### H. Unpaid Leave of Absence

- a. An Unpaid Leave of Absence may be granted to an Employee who has exhausted their available leave time under the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Law, or at the complete discretion of the Employer.
- b. An Employee desiring a leave of absence must submit a written request and secure written permission for such leave from the Employer. This permission shall be in triplicate: one copy to be retained by the Employer, one by the Employee, and a third copy shall be on file at the Union office. Failure to comply with this provision shall result in complete loss of seniority rights by the Employee involved.
- c. During the period of absence, the Employee shall not engage in gainful employment. The maximum leave of absence shall be limited to thirty (30) days except in extenuating circumstance and for which permission by Employer is given. Failure to immediately report to work at the expiration of such leave shall be considered resignation.
- d. No Employee shall accrue seniority, CTO, or time while on unpaid leave of absence.
- e. Any All accrued time the Employee may have at the time of the unpaid leave of absence may be applied as pay until existing accrued time is exhausted.
- f. After eighty-four (84) days of continuous absence under this section, all benefits provided under this Agreement will cease, except as required by the benefit continuation law (COBRA).

#### I. National Guard or Reserve Duty

- a. If a full-time Employee is required to attend mandatory summer encampment for the National Guard or Reserve Duty, the Employer will pay the difference between what the Employee receives in military pay and what they receives in Employer pay if the amount paid by the Employer is the greater amount for a period not to exceed ten (10) working days (80 hours) per year. For Employees who have not completed probation, their probationary period would be extended by the length of absence. Employer contributions to fringe benefits

shall extend through periods of mandatory duty, not to exceed ten (10) days of summer encampment in a given year. An Employee requesting reimbursement in wages must present their Military Pay Voucher to show evidence of military reserve earnings and duty time in order for the Employer to make up the difference.

- b. Any Employee called for military service shall, upon completion of such service, be returned to their job classification, provided that they are ~~is~~ physically and mentally fit to perform the duties of the job, without loss of seniority.

J. Jury Duty and Duty as Witness for the Employer

- a. If a full-time Employee is called for jury duty, the Employer will pay for the Employee's lost wages. An Employee requesting reimbursement in wages must show evidence from the Court to show jury duty time in order for the Employer to pay lost wages.
  - b. If an Employee is a witness for the Employer in any court or administrative proceeding in which the Employer is a party, such Employee shall be compensated at the regular rate of pay. No Employee shall be paid less than their normal weekly compensation as a result of such duty as a witness. Work and/or such witness duty beyond forty (40) hours per week shall be compensated at a time and half.
- K. Time Off for Official Union Business: The Employer agrees to grant necessary and reasonable time off, without pay and without discrimination or loss of seniority rights, to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. In making the request for time off for Union activities, due consideration shall be given to the number of Employees affected so there will be no interruption of the Employer's operations. There will be no more than one (1) member absent at one time for Union activities.

- L. Worker's Compensation: The Employer shall carry workers' compensation insurance as prescribed by law. All benefits (other than workers' compensation benefits as prescribed by law) shall continue during the term of leave for which workers' compensation is paid, for a period not to exceed twelve (12) months; thereafter, the Employee shall be responsible for payment of one hundred percent (100%) of the premium costs for all insurance plans provided under this Agreement. Said payment must be provided on a monthly basis as provided by the Employer. Also, after this twelve (12) month period, Employee shall not accrue paid leave time (CTO). An Employee must give a status report to the Director of Human Resources or their designee after every scheduled doctor's appointment by phone, and provide copies of physician reports as may become available.

M. Short-Term Disability Insurance:

1. Full-time Employees are eligible for one hundred eighty (180) days of Disability Leave and the Employer shall carry short-term Disability Insurance for full-time employees for that time period. Employees must furnish the Employer evidence of disability from medical examination(s) prior to receiving such compensation and furnish periodic medical records as may be required by the Employer during the term for which such insurance may be paid. Such evidence of a disability shall also indicate the length of time the Employee will be absent from work.
  2. If CTO has been accrued by the Employee prior to the disability, the Employee may elect to receive the difference between the daily amount of short-term disability insurance paid and the Employee's regular daily pay until all accrued CTO pay shall have been used. In order to receive such benefit, the Employee must furnish records to the Employer of all disability insurance payments for the period.
  3. No Employee shall accrue CTO while absent for disability. Health, life, dental, prescription drug, and eyeglass insurances shall continue in effect for up to six (6) months of disability leave. After six (6) continuous months of absence on disability leave, all benefits will cease.
- N. Other Voluntary Payroll Deductions: The Employer shall make available to employees a payroll deduction option for any of the following:
- a. Voluntary deduction for special Union fund;
  - b. Voluntary contributions to any bank or credit union;
  - c. Voluntary contributions to the United Way;
  - d. Drive Authorization and Deduction: 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 amounts designated by each contributing Employee that are to be deducted from their paycheck on a weekly basis for all weeks worked, supplying to the Employer copies of the Employee-signed authorizations. 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 (IBT) shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

O. Long Term Disability Insurance:

- a. The Employer will make every reasonable effort to secure long term disability

insurance at group rates, at Employee expense. The availability of this program at group rates is contingent upon sufficient Employee participation.

- b. Employees with ten (10) consecutive years of service are eligible to receive Employer paid long term disability insurance.
- P. Uniforms: The Company shall provide the option of uniforms without safety striping. In the event an employee is working outside the immediate shop area for any reason, they shall be provided with and shall wear any type of reflective clothing the Company provides. Clean uniforms, consisting of one pair of pants and one shirt, will be issued to each member of the bargaining unit five (5) times per week. A jacket will be issued during appropriate seasons once a week. Each employee shall be provided five (5) T-shirts per year, the laundering of which shall be the responsibility of the employee. Employees who regularly work outside will receive a winter jacket, gloves, hat, and winter coveralls or bib overalls on an annual basis or as needed. Winter gloves shall be provided in individual sizes if available, if they are not available from the Employer's vendor, the Employer agrees to reimburse the Employee for purchase of individually sized gloves up to \$25 per year. The Employer will issue an Employee winter uniform order form by the first day of the first week of September, or upon the first day of work, whichever is later. The Employer will order uniform orders by September 15<sup>th</sup> of each year.

The Employer will provide up to two pairs of ~~steel plated~~ safety footwear that provide foot protection per year at its expense to non-probationary employees, replacing such footwear when appropriate and within the limitations specified herein. Such footwear must be worn at all times while the employee is on duty. This footwear, at the option of the employee, may also be waterproof and/or rated for electrical hazard. Probationary employees shall be required to purchase such safety footwear. After completion of the probationary period, employees shall be reimbursed by the Employer for such deductions.

The uniforms shall remain the property of the Employer, and Employees shall not be expected to share uniforms. Each member shall assume full financial responsibility for said uniform. Any part of the uniform that is lost, misused, or willfully destroyed shall be paid for by the individual, responsible through payroll deduction. Upon termination, the entire uniform shall be returned. The cost of missing articles shall be deducted from the employee's final paycheck. After an individual has been issued a uniform, it is mandatory that it be worn at all times when the employee is on duty for the company. Proper uniform attire shall be prescribed and posted by the Director of Maintenance Transportation or their designee. Identification badges, if issued by the employer, are considered part of the uniform.

- Q. Tool Allowance: Mechanics who have been employed continuously for one year shall be eligible for an annual tool allowance of up to one thousand two hundred and fifty dollars (\$1,250) in year one and two of the agreement and one thousand three hundred dollars (\$1,300) each year thereafter. Receipts must be furnished to the Employer for

such allowance. Maintenance employees must be actively working and not on leave to receive the tool allowance.

- R. Safety Bonus: A Maintenance Safety Bonus of three hundred fifty dollars (\$350) shall be made available to each employee provided that the employee does not suffer a workplace injury requiring offsite medical attention, does not make a work place claim, nor have a preventable accident charged to their record during a full fiscal year. Additionally, an employee may lose their safety bonus if he/she is determined by the employer to have violated a GMT safety rule during the course of the year.
- S. Perfect Attendance Bonus: For perfect attendance, an employee shall receive a two hundred fifty dollars (\$250) bonus. Days out of work for planned and approved CTO, jury duty, bereavement, military, holidays, FMLA and vacation leave count as attendance days. Time away from work because of sick leave, workers' compensation, short-term disability leave, and unpaid leave of absence count as not having a perfect attendance.

## **ARTICLE VI. GENERAL PROVISIONS:**

- A. The Employer agrees that, in the absence of an emergency reasonably requiring such action, no work presently being done by members of the bargaining unit shall be subcontracted if such subcontracting would cause any members of the bargaining unit to be laid off. Nothing in this Agreement shall prohibit the Employer from contracting out work for special transportation services for people with disabilities or from contracting out work which has been contracted out in the past.
- B. The Employer shall not enter into any agreement or contract with members of the bargaining unit, individually or collectively, or with any officer or representative of the Union which in any way conflicts with the terms and conditions of this Agreement. Any such agreement or contract shall be null and void. The Employer and the Union may from time to time write Memoranda of Understanding that further clarify the intent of a specific provision of this Agreement. Such Memoranda of Understanding are only valid and enforceable if signed by both the General Manager and the Union.
- C. The Union agrees that the Employer may make and enforce any reasonable shop rules which do not conflict with the provisions of this Agreement. The Employer agrees to meet with the Union to negotiate over future modifications to the Employee Handbook, Policies and Rules.
- D. Discipline & Discharge
  - a. No covered Employee who has successfully completed their probationary period and become a regular Employee shall be subject to the imposition of discipline without just cause. The Employer shall typically follow progressive discipline as follows:
    - i. First offense – maximum of written verbal warning
    - ii. Second offense – maximum of written warning
    - iii. Third offense – maximum of short suspension (0 to 3 days).
    - iv. Fourth offense – maximum of long suspension (2 to 5 days).
    - v. Fifth offense – maximum of termination

This Agreement shall be read as establishing two separate and distinct disciplinary progression tracks. The first shall be for lateness and the second shall be for all other offenses. The first (lateness) track shall be followed in the precise order specified herein. Additionally, preventable accidents shall be handled in the manner specified in Paragraph (M) hereof.

However, as to the second track (all other offenses), the Employer may bypass one or more steps of the progressive disciplinary track if, and only if, warranted by the severity of a single offense. In any grievance or arbitration proceeding

resulting from the imposition of any discipline, consideration shall be given to whether there is just cause for the imposition of any discipline and whether the degree of disciplinary response is appropriate under the facts and circumstances. Probationary employees shall not be subject to either the just cause or the progressive disciplinary standards. Discipline will be imposed within fifteen (15) business days of the date that management became aware of the event prompting the discipline, unless additional time is reasonably necessary for management to investigate the event. The patterns and practices under any prior agreement with respect to the imposition of discipline shall not be controlling on this Agreement, which shall be applied according to its plain meaning. Business days shall be Monday through Friday exclusive of contractual holidays.

- b. The Employer may bypass steps up to and including discharge in the following areas:
  - i. An offense referenced in Article VIII (A)
  - ii. Failure to follow a management directive/gross insubordination
  - iii. Harassment/Racial discrimination policy
  - iii. Theft of property owned by the company, employees or the general public
  - iv. Falsification of Employer's records
  - v. Violation of Employer drug and alcohol policy
  - vi. Gross negligence
  - vii. Intentional defacement, damage or destruction of the Employer's property, property belonging to another employee, property of a member of the general public

The parties agree that either may request that Federal Mediation and Conciliation Service to conduct a mediation session to attempt to resolve grievances relating to suspensions or discharges prior to the utilization of final and binding arbitration.

- c. Late for duty assignment: The 1st offense of late for duty in a twelve (12) month period of ten (10) minutes or less will be addressed by a Performance Improvement Plan. 1st offense of more than ten (10) minutes will result in Employee entering the progressive disciplinary process. Subsequent instances of being late for duty will result in the employee entering the progressive disciplinary process. Consideration will be given for unforeseen circumstances beyond the employee's control. Discipline for late for duty assignments shall not be combined with other offenses to increase the level of allowable disciplinary response.
- d. Prior to implementing any suspension or discharge, the Employer will provide the Employee Loudermill and Weingarten rights and Garrity rights, as applicable.

- e. With the exception of warnings/suspensions concerning violations of the Employer's harassment policy, which shall not be removed, written warnings shall be removed from the Employee's personnel file after twelve (12) consecutive months after that discipline is imposed, and suspension shall be removed eighteen (18) months after that discipline is imposed.
  - f. This section (D) does not apply to probationary employees. See Article IV(B) regarding probationary employees.
  - g. The reasons for discipline must be established by the preponderance of evidence standard. Discipline shall be rationally related to the severity/frequency of the offense(s).
  - h. The Employer provides video surveillance on its buses for the safety of the Employees, its' passengers and as part of its risk management strategies. Video surveillance used in a disciplinary proceeding against an Employee shall result from a complaint or accident.
- E. Safety: It shall be the duty of the Employer to make every reasonable effort to provide safe work site conditions as provided by state VOSHA, DMV and federal OSHA regulations. Any alleged violation of safe work site conditions shall be processed pursuant to VOSHA/OSHA regulations.
- a. The Employer agrees that all lifts shall be maintained at all times in a proper working order.
  - b. The Employer agrees to get at least two assessments from authorized vendors to determine if the replacement of lifts is necessary and that if replacement is necessary the Employer shall purchase and install lifts that are properly designed to work within the conditions present at the shop at the current and any subsequent locations. The Employer agrees that a member of the safety committee from the maintenance department who is a mechanic shall accompany vendors on all such inspections. Should the two assessments conflict, a third shall be sought, and if there is no person or company qualified to give such assessment, the lift shall be replaced in accordance with the assessment that called for this.
  - c. The employer acknowledges a duty to inspect the lifts frequently and agrees to set a schedule with the safety committee for lift inspection based upon manufacturer recommendations, taking into consideration the age and general condition of the lifts.
- F. No Employee shall be required to exceed the posted speed limit to meet any of the Employer's schedules.
- G. The Employer agrees to provide a suitable place for the showing of information of interest to the members of the Union, including a copy of this Agreement, posting of bids, and bulletins or letters to and for the Employees.

#### H. Medical Examination

1. Every Employee shall be physically qualified to perform the duties required of him/her, such qualifications to be determined by medical examinations conducted by either the employee's primary care physician at the employee's expense or an Employer assigned doctor paid for by the Employer as determined by the Employer.
  2. The Employer may have conducted such pre-employment, "reasonable cause" (known as probable cause under Vermont State Statutes), post-accident, and random drug or alcohol tests as may be required by federal or state law, and may take disciplinary or corrective action consistent with federal and state law (federal law where it supersedes state law), provided that procedures shall be in accordance with provisions of the GMT Drug & Alcohol Policy.
- I. No management personnel shall routinely perform work ordinarily performed by members of the bargaining unit except for purposes of instruction, testing equipment, or emergencies.
  - J. Every Employee shall be expected to report for work on time and shall be dressed and ready to start work at the beginning of their shift.
  - K. All members of the bargaining unit shall be required to attend Employer-sponsored meetings or trainings as determined necessary and scheduled by the Employer, which shall be considered working time. If an employee is scheduled to attend a meeting or training, such employee shall be guaranteed a minimum of two hours pay for such meeting. If an employee is scheduled to attend a meeting or training on their scheduled day off, such employee shall be paid at the double time rate for at least a minimum of two hours.

In the event of onsite vendor training, the Master Mechanics shall attend the training and shall train other staff at a later date.

In the event GMT acquires Electric Hybrid, Electric, or Natural Gas-powered vehicles, the appropriate Maintenance personnel shall be fully trained before performing maintenance on said vehicles.

The Employer agrees that members of the maintenance group should be trained on maintenance of all transportation equipment operated by the company. Within sixty (60) days of acquisition of equipment from a new manufacturer, or new type of equipment from a currently used manufacturer of the type referenced above, the Employer will meet with The Union and establish a plan and schedule to train all mechanics to properly maintain that new equipment.

All training necessary to be received from vendors shall be subject to scheduling at the sixty-day meeting. The employer agrees to schedule all necessary vendor training as

soon as possible when it becomes known that such is needed and any trainings which are recommended to be done annually, shall be scheduled annually.

When training is indicated under this article (6K) it shall be understood to mean that the members of maintenance who are mechanics will receive 80 hours minimum each of training on new equipment purchased, leased or otherwise acquired for revenue service, and 80 hours minimum annual training for recertifications and new certifications. In the case of new equipment, these annual hours can be satisfied in the training of maintenance employees in the maintenance of this new equipment. New employees will receive the amount of training that the manufacturer recommends whenever there is new lift equipment installed.

- L. Each employee covered in this bargaining unit, except for those employees whose job description doesn't require a valid Class B Commercial Driver's License, shall maintain a valid Class B Commercial Driver's License with Passenger Endorsement. New employees hired on or after the effective date of this Agreement must obtain a Class B Commercial Driver's License within ninety (90) days to remain within the employ of the Employer, provided that Motor Vehicle regulations do not make provisions for a longer grace period or that the DMV makes such tests available during the 90-day period. The Employer and the Union will provide information to employees concerning classes they may attend to prepare for exam(s) which may be required under state/federal law in order to obtain such license. Such exams shall be taken and licenses obtained on the Employee's time. Any and all expenses related to the acquisition and maintenance of such license shall be borne by the employee, including requirements by the employer's insurance carrier to maintain an employee's employment. Failure to obtain and maintain such license shall result in unpaid leave of absence or termination of employment. If an employee is granted an unpaid leave of absence, they may return to work only if she/he has re-obtained a valid Class B Commercial Employee's License within the term of the leave of absence.
- M. All accidents and incidents must be reported from the scene, if possible. Accidents and incidents must then be fully, properly, and completely reported by the Employee or Employees involved, upon the report forms provided by the Employer. Such reports shall be prepared and delivered to the Employer during the day on which the accident or occurrence took place, if possible, but in no event, later than twenty-four (24) hours after the occurrence took place, excluding holidays or weekends. Failure to comply may result in disciplinary action.
- N. The Employer may take reasonable action necessary to carry out the purposes of the Employer which may arise in emergency situations, i.e. circumstances of a critical nature calling for immediate action to protect the public interest. In the event that the company is shut down due to an act of God, for example (fire, utility failure, major weather event), those personnel deemed essential and required to report shall receive one and a half (1.5X) times their normal hourly rate for all consecutive hours worked

from the time of closure until normal operations resume.

- O. Maintenance employees shall repair defects reported by employees on defect reports in timely fashion in addition to routine maintenance functions, with priority given to safety features, as directed by Supervisor, Foremen, or Lead Mechanic in the absence of the Foreman. Special attention shall be given to any safety device related to transportation of the disabled, including wheel-chair lifts, with daily checking and repairs of such equipment.
- P. The Employer shall reimburse the cost of meals and rooms for all special trips on overnight trips away from the terminal. Employees shall be paid for normal working hours and time in transit if this time exceeds and/or occurs outside of their normal working hours when traveling to and returning from a training to the benefit of the Employer.
- Q. Filling of Vacancies: For the purpose of this Agreement, a vacancy is created when the Employer determines to increase the work force in a particular job classification, to create a new position within the bargaining unit, or when a position is vacated and the Employer determines to replace the previous incumbent. The Employer may reasonably revise or abolish jobs.

In addition to such outside advertising as the Employer shall determine appropriate in its sole discretion, notice of bargaining unit vacancies shall also be posted on a designated bulletin board. Such notice shall state the position, classification, rate of pay, and qualifications for the job. Members of the bargaining unit are encouraged to apply for such positions. An employee who enters a new job classification shall serve in probationary status for three months with wage adjustments, during which time they shall be evaluated by Management. In the event such employee does not, in the opinion of Management, prove satisfactory in the position during the probationary period, they shall revert to their former position without loss of seniority.

Employer and Union agree that there shall be no new part-time employees until there is an agreement between the Union and Employer as to the wages, hours and terms and condition of employment of any part time positions, and no current part-time employees' hours will be expanded or reduced without such an agreement.

- R. The Employer may take on individuals serving community service requirements from the judicial system to supplement the workforce on a temporary basis when deemed appropriate by the Employer. Such persons shall neither be employees of the GMT nor members of the bargaining unit. These supplemental positions shall not create a reduction in the workforce or loss of wages for existing employees.

The Employer may contract with state or federal employment and training programs to supplement the workforce on a temporary basis when deemed appropriate by the Employer. Such persons shall neither be employees of the GMT nor members of the

bargaining unit.

The Employer may hire interns from technical schools to supplement the workforce on a temporary basis when deemed appropriate by the Employer. Such persons shall not be members of the bargaining unit and shall not work more than twenty-five (25) hours a week, unless the Employer gains approval from the union for additional hours.

The Employer agrees to provide all safety equipment for the cleaning and sanitization of the bus and/or facility at the expense of The Employer.

## **ARTICLE VII. GRIEVANCE PROCEDURE:**

- A. Any grievance arising between the Employer and the Union, or any Employee represented by the Union, shall be settled in the following manner:
1. Step 1: The Shop Stewards shall advance all grievances claimed by the Union or any of its members to the Director of Transportation, and the Director of Transportation shall advance all grievances claimed by the Employer or the Shop Steward by presenting a written statement of the claimed grievance within five (5) calendar days after disclosure of the occurrence of the act on which the grievance is based. This written statement must be presented only to the Director of Transportation or in their absence the Maintenance Manager. The Shop Steward and the Director of Transportation shall make an earnest effort to settle the grievance but if unable to reach agreement within ten (10) calendar days, each shall submit to the other a written statement of their respective position and immediately report their disagreement to their superiors; the Steward to the Business Agent of the Union, the Director of Transportation to the General Manager of the Employer or their designated representative.

Step 2: The Shop Steward and General Manager (or their designee) shall meet within six (6) calendar days of the request for a step two meeting. This request must be made within five (5) calendar days of receipt of the step one written decision. The Shop Steward and General Manager shall make an earnest effort to settle the grievance. The General Manager (or designee) or Shop Steward shall issue a written decision within five (5) calendar days. The Union or the Employer shall advance the grievance to Step 3 by providing written notice of desire to do so within five (5) calendar days of receipt of the Step 2 written decision.

Step 3: The Business Agent and General Manager shall meet within six (6) calendar days of the request for a step three meeting. This request must be made within five (5) days of the step two written decision. The Business Agent and General Manager shall make an earnest effort to settle the grievance. The General Manager or Business Agent shall issue a written decision within five (5) calendar days. If no settlement is reached, either party may appeal the Step 3 decision to Step 4.

Step 4:

- a. Each party has the option to use Tri-State Arbitration Association panel to resolve any grievance dispute. If either party wishes to by-pass Tri-State for any dispute, refer to section below.

- b. If no settlement of the grievance is reached at the Step 3 conference, either party may invoke Step 4 procedure by applying, in writing, to the Federal Mediation and Conciliation service (“FMCS) for the appointment of an arbitrator pursuant to the rules and regulations of that Service governing voluntary arbitration of labor disputes, but if no such application is made by either party within seven (7) days from the date of the Step 3 conference, the grievance is waived. Pursuant to FMCS rules and regulations, either the Employer or the Union shall have the right to unilaterally request a second panel of arbitrators. When an application for a panel of arbitrators is submitted to FMCS; the submitting party shall provide a copy of the submission to the other party by certified mail or email and such application shall identify the grievant and grievance by name and number, if possible.
  - c. The arbitrator shall have the power to proceed with the arbitration of a grievance and to render an award notwithstanding the refusal of any party to participate in such arbitration after receiving due notice thereof. No arbitrator appointed pursuant to the agreement shall have the authority to amend or modify this Agreement or to establish new terms for conditions hereunder. Further, the arbitrator is empowered to award only compensatory damages and the arbitrator shall have no authority to award interest on such damages or legal fees. The decision of the arbitrator shall be final and binding upon the parties. The fees and expense of the arbitrator shall be borne equally between the parties. Arbitration hearings will be held at the Employer’s office facility unless the parties mutually agree to a different location.
  - d. Either party, at their own expense, may tape record or enlist the services of a court reporter for Step 4 (Arbitration) hearings.
- B. An Employee may file a letter of protest concerning any matter of discipline.
- C. The union and employer agree that they may mutually agree to extend timelines found in this agreement on a case-by-case basis. Such agreement shall be in writing. The mutual agreement on certain dates to hear a grievance, barring objection by the other party, shall be seen as agreement of both parties to such an extension.

## **ARTICLE VIII. TERMINATION OF EMPLOYEMENT:**

- A. The following actions or incidents shall result in the termination of an employee:
  - a. Having a firearm under your control or in your possession while on duty or on company property. Any firearm on company property must be secured in the employee's vehicle.
  - b. The use or threat of force, other than self-defense. Assaulting another person while on or off duty, or in connection with the Employer's business, or while on the Employer's property or equipment is strictly forbidden. For the purpose of this section, assault is defined as any physical contact or threat of force by words or conduct, which places an employee, patron or member of the general public in imminent fear of bodily harm.
  - c. Any Employee intentionally submitting a false report, record, application or other official document, including payroll/time records, or making any false official statement pertaining to qualifications for employment, pay or benefits, or the performance of duties.
  - d. Operating a bus with a suspended or revoked driver's license.
  - e. Stealing money or any other property of the employer.
  - f. Willful destruction of the employer's property.
- B. Discharge: On day of discharge all benefits cease, subject to grievance procedure as applicable.
- C. Anyone who leaves their assigned duty without express permission of the Director of Transportation or their designee will be considered to have voluntarily quit, with the exception of sickness. Any Employee sick or hurt while on duty will contact the Employer, if available, or (if not) other personnel at the bus garage.
- D. When Employees are absent from an assigned scheduled duty shift without notifying the employer and there is no reasonable reason for not notifying the employer they shall have been deemed to have voluntarily quit and employment is terminated.
- E. Employees out of work for extended time due to injury or illness shall notify the Employer within forty-eight (48) hours after their discharge from medical care that they are available for return to work, and shall report to work when called in thereafter. Failure by an Employee to notify the Employer of availability or to report for work when called in shall constitute a voluntary quit.

- F. In all cases of lay-off and quit, the Employer and the Employee agree to give one week's notice whenever possible. In the case of lay-off the Employee shall be given either one week's notice or one week's pay (as severance pay) if no notice is given. Failure by an employee to submit required notice may result in loss of up to five days of accrued holiday, vacation, or sick pay benefits or any five-day combination thereof, if the Employer determines this lack of notice imposes a scheduling hardship.

## **ARTICLE IX. FINAL RESOLUTION AND RELATIONSHIP WITH LAWS**

**Final Resolution:** This Agreement represents the final resolution of all matters between the parties hereto, and supersedes and cancels all prior contractual agreements unless expressly stated to the contrary herein. The Agreement shall not be changed or altered unless the change or alteration has been agreed to, in writing, by the parties. However, the established past practice doctrine shall not be considered to be nullified by this agreement and established past practices shall remain in full force and effect unless amended or repealed by the clear and unambiguous language of this Agreement.

If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following the commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

**Relationship with State and Federal Laws:** The obligations of the Agreement shall be superseded by the Employer's obligations under federal laws, including but not limited to, the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1967 and 1975; the Civil Rights Acts of 1866, 1871, 1964 and 1991; Janus vs. AFSCME, MERA the Employment and Reemployment Rights of Members of the Uniformed Services of 1990; and all applicable Vermont laws, including but not limited to the Fair Employment Practices Act, all as they may be amended from time to time.

## **ARTICLE X. MANAGEMENT RIGHTS:**

- A. The Employer retains all of the rights and functions necessary to effectively and efficiently manage the business, and retains the right to act unilaterally with regard to these rights, except to the extent that these rights are expressly and specifically modified or limited by the written provisions of this Agreement.
- B. The Employer's exercise of any management right or function in a particular manner shall not preclude the Employer from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Employer's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

**ARTICLE XI. TERM OF AGREEMENT:**

- A. This Agreement shall take effect on-upon Union ratification and GMT Board approval and shall remain in full force and effect until June 30, 2024.
- B. If either party desires to submit proposals for a new contract to take effect at the expiration of this contract, such party shall submit written notice to the other party at least ninety (90) days prior to June 30, 2024.
- C. If neither party submits notice to the other as provided above, this contract shall be deemed to have been renewed for a further period of one (1) year and shall remain in full force and effect from year to year until the Union or the Employer submits written notice of desire to submit proposals at least ninety (90) days prior to June 30<sup>th</sup> of the year.

IN WITNESS, WHEREOF, the parties hereto by their duty and authorized agents and representatives have set their hands and seals.

LOCAL UNION NO. 597, affiliated with the CHITTENDEN COUNTY International Brotherhood of TRANSPORTATION AUTHORITY Teamsters.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ NAME:  
TITLE: General Manager

BY: \_\_\_\_\_ DATE: \_\_\_\_\_ NAME:  
TITLE: Recording Secretary & Business Agent