

**GREEN MOUNTAIN TRANSIT  
EMPLOYEE HANDBOOK**

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## **I. Mission Statement and Customer Service Philosophy**

Green Mountain Transit's mission is to promote and operate safe, convenient, accessible, innovative, and sustainable public transportation services in northwest and central Vermont that reduce congestion and pollution, encourage transit-oriented development, and enhance the quality of life for all.

GMT provides transportation service that is tax-supported and available to the public. Because what we do is funded by the public and is also for the benefit of the public, our success as a transportation authority depends upon how well we satisfy both our customers and the tax-payers who help pay for the service. Our product is service and our responsibility is to ensure that the service we provide comes from our combined best efforts. This is what is expected by the public we serve and we can do no less.

A courteous, friendly approach to your daily duties is essential to providing high quality service. How you relate to the customers you serve on a daily basis shapes their opinions about GMT. Treat every customer as you would want to be treated: warm and friendly greeting, give full attention and a sense of importance to every interaction, competent and thorough handling of each situation, and always follow up if the issue cannot be immediately resolved. A sincere "thank you" will ensure that those we serve will value the service we provide and share their positive experiences with others.

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.

GMT is committed to providing a workplace that includes people of diverse backgrounds and fully utilizes their talents to achieve its mission. GMT believes that an inclusive and diverse workplace culture enhances the performance of our organization and our ability to fulfill the agency's mission.

## **II. Employee Handbook as a Guideline**

GMT has prepared this handbook to acquaint you with our policies, practices, and philosophy. This handbook provides you with information about our organization's employment practices, benefits, and related information. Please understand that this handbook only highlights this information for your personal education and, therefore, it should not be construed as a legal document. This handbook does not create, either expressed or implied, a contract of employment.

Circumstances may occur which require that GMT policies, practices, and benefits be changed. GMT management reserves the right to amend, supplement, rescind, or otherwise change any or all of the

provisions of this handbook without prior notice as it deems appropriate at its sole and absolute discretion.

No supervisor is authorized to alter, revise, or waive GMT policies, nor is s/he authorized to enter into employment agreements contrary to the provisions of this handbook. Only the General Manager has the authority to enter into a written or oral contract with you. Nothing contained in this handbook is intended to alter this fact.

The provisions of this handbook supersede any prior GMT policies or practices; whether written or oral. Superseded policies and practices shall be of no effect whatsoever.

In addition to this handbook, an employee who is a member of a collective bargaining unit should make him/herself familiar with the relevant contract. In the event of a discrepancy between this handbook and a collective bargaining agreement (CBA), the CBA will prevail for those employees covered by its terms.

### **III. History and Governance of GMT**

In 1973, the State of Vermont created Chittenden County Transportation Authority (GMT) with four founding communities: Burlington, Essex, South Burlington, and Winooski. In 1977, Shelburne was added; Milton and Williston followed in 2008; and Hinesburg joined GMT in 2010.

In 2003, GMT created the Green Mountain Transit Agency (GMTA), at the request of the State of Vermont, to provide public transportation service in Washington County. Subsequently, GMTA began management and operation of Mad River Valley service; Stowe and Morrisville followed in 2004; as did additional service in Franklin and Grand Isle Counties in 2009.

In 2011, GMT's charter was amended by the State of Vermont, expanding GMT's service area to include all of what had formerly been GMTA's service area. The change also made possible the formation of one organization, Green Mountain Transit, GMT. In 2016, GMT was approved as the new dba by the Board of Commissioners.

To accomplish our mission, GMT offers a variety of services branded as GMT, or LINK Express: fixed-route, demand response, commuter routes, Americans with Disabilities Act (ADA) and other paratransit services, and shuttles between residential areas and grocery stores, and between Burlington neighborhoods and schools.

GMT is governed by a thirteen-person Board of Commissioners with two commissioners representing Burlington and one commissioner from each of the seven other member communities: Essex, Hinesburg, Milton, Shelburne, South Burlington, Williston, and Winooski. In addition, Franklin, Grand Isle, Lamoille, and Washington counties each have one commissioner. Commissioners from the eight member communities are appointed by town select boards or city councils. Commissioners from the four counties are appointed by their regional planning commissions. GMT policy is established by the Board of Commissioners and implemented by the General Manager.

## **IV. General Employment Information**

### **A. Equal Opportunity Employment**

GMT is an equal opportunity employer. We are committed to promoting a work environment that is free from unlawful discrimination. Our policy is to recruit, hire, promote, compensate, provide access to benefits and training, discipline, terminate, and manage all other aspects of employment without regard to race, age, religion, sex (including pregnancy), national origin, ancestry or place of birth, disability, HIV-positive status, genetic information, sexual orientation, gender identity and expression, veteran/military service status, color, credit history, and any other protected characteristic, recognized and defined by applicable law. Employment opportunities are open to all qualified applicants on the basis of their experience, aptitude, and ability. GMT will not tolerate discrimination by supervisors, co-workers, or others (to the extent GMT can control the conduct of others). With respect to benefits, the terms and coverages provided in the various benefit agreements in effect at a particular time define the available coverages exclusively, and this policy should be read as consistent with such terms and coverages, consistent with the provisions of applicable law.

GMT does not routinely conduct credit inquiries on its employees or prospective employees; except in the following circumstances:

- GMT is hiring for a position that will have access to confidential financial information and/or GMT payroll information
- GMT is hiring for a position that will have a fiduciary financial obligation to GMT or a customer of GMT, including the right to enter into contracts, collect debts, issue payments, or transfer money.

While GMT complies with provisions of applicable law, no portions of this handbook should be interpreted or relied upon as creating any rights broader than those recognized by applicable law.

GMT employees should feel free to raise concerns or complaints relating to discrimination or perceived discrimination without fear of reprisal or retaliation from supervisors or co-workers. An employee who believes he or she has been discriminated against in employment should immediately notify any of the following personnel: his/her immediate supervisor, the Human Resources Director or the General Manager.

While GMT wishes to have the opportunity to address concerns or complaints of discrimination itself at the earliest opportunity, any individual who believes he or she has been discriminated against in employment may also file an administrative charge with a governmental enforcement agency by contacting one of the following organizations:

US Equal Employment Opportunity Commission

John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
(800) 669-4000 (voice)  
(800) 669-6820 (TDD)  
[www.eeoc.gov](http://www.eeoc.gov)

State of Vermont Human Rights Commission  
135 State Street  
Montpelier, VT 05602  
Phone/TDD: (802) 828-2480 or (800) 416-2010  
<http://hrc.vermont.gov/>

Violations of GMT's equal employment opportunity and/or anti-discrimination policies may result in appropriate disciplinary action up to and including termination.

### **B. Employment at Will**

Administrative Staff - It is the policy of GMT that employees are employed at the will of GMT for an indefinite period. This means that all such employees are subject to termination of employment at any time with or without cause, with or without giving reasons for the termination, with or without following any procedures or steps, and with or without notice. It must be emphasized that examples given in this handbook of conduct that may result in discipline or termination are not exclusive, and do not modify GMT's at-will policy, under which termination is appropriate without notice or cause. Likewise, all employees may terminate their employment with GMT at any time and for any reason. Supervisors are not authorized to modify this policy for any employee or to enter into any agreement, oral or written, that attempts to change this at-will relationship. Union Members – please refer to current CBA.

### **C. Employment Eligibility Verification**

The Immigration Reform Control Act of 1986 requires all employers to verify employment eligibility of all individuals hired. All new employees must complete an I-9 Employment Eligibility Verification Form, which will be kept on file by GMT, and submit proof of their identity and employment authorization. Failure to do so may jeopardize continued employment with GMT.A. E

#### **D. Equal Pay**

GMT does not discriminate on pay based on gender. GMT pays the same wage rate to individuals, whether they are male or female, for equal work requiring equal skills, effort and responsibility, and which is performed under comparable working conditions. Wage rates may differ among employees, however, when based upon a seniority system, merit system, an earnings system based on quantity or quality of work, and/or for any other bona fide factor other than an employee's gender.

#### **E. Parental, Medical and Family Leave Policy**

Vermont's Parental and Family Leave Act (PFLA) and the federal Family and Medical Leave Act (FMLA) require covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. The 12-month period is measured forward from the first date an employee takes leave. An eligible employee is defined under FMLA as a person who has worked for GMT for an average of 30 hours per week for 1 year, or a person who has been employed by the GMT for at least 12 months and has been employed for at least 1,250 hours of service during the year preceding the leave. For information regarding Vermont's PFLA, please refer to the Office of the Attorney General of Vermont.

##### Parental, Family, and Medical Leave

Under FMLA and PFLA, unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or following the placement with the employee of a child 18 years of age or younger for adoption or foster care;
- to care for the employee's spouse, civil union partner, child, step-child, child or civil-union partner, ward, foster child, parent or parent of the employee's spouse or civil union partner, who has a serious health condition or serious illness; or
- for a serious health condition or serious illness that makes the employee unable to perform the employee's job.

Effective, March 27, 2015, The US Department of Labor amended the regulatory definition of a spouse to include eligible employees in legal same-sex marriages regardless of where they live.

The definition of "serious illness" or "serious health condition" is not stated fully here. In sum, covered conditions include: (1) an accident, disease, impairment and/or physical or mental condition that poses an imminent danger of death; (2) a condition which requires inpatient care in a hospital (including any period of incapacity caused by such condition, such as inability to work, attend school, perform daily activities, etc.), or any subsequent treatment in connection with such inpatient care; (3) a condition

which requires continuing in-home care under the direction of a physician; (4) a serious health condition which requires certain types of continuing treatment (intermittent leave may be available for such a condition). Questions about whether a particular condition is covered should be addressed to Human Resources.

At the employee's option, certain kinds of paid leave may be substituted for unpaid leave. Utilization of paid leave shall not extend the 12-week period provided herein, unless prior approval is obtained in writing. No employee shall accrue vacation, sick, holiday or personal time unless the employee elects to use paid time off while on a FMLA/PFLA leave.

No benefits will be accrued while an employee is on an unpaid leave of absence. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

Absent prior approval, employees may not engage in outside employment while on a FMLA/PFLA leave of absence from GMT. Employees should inform Human Resources of any outside employment obligations.

#### FMLA Leave for Qualifying Exigencies

Eligible employees with a spouse, child, or parent who is a military service member on active duty or called to active duty status in support of a contingency operation may use their 12-week FMLA leave entitlement to address certain qualifying exigencies. To qualify for this leave, the active duty of the service member must require deployment to a foreign county, meaning areas outside of the United States, the District of Columbia, or any Territory or possession of the United States, including deployment in international waters.

Qualifying exigencies may include addressing issues that arise from:

- (1) short notice of deployment (limited to up to seven days of leave);
- (2) attending certain military events and related activity;
- (3) arranging childcare and school activities;
- (4) addressing certain financial and legal arrangements;
- (5) attending certain counseling sessions;
- (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to fifteen days of leave);

(7) attending post-deployment reintegration briefings;

(8) arranging or managing care for a military member's parent who is incapable of self-care; and

(9) any additional activities agreed upon by GMT and the employee that arise out of the military member's active duty or call to active duty.

### FMLA Military Caregiver Leave

FMLA also includes a special military caregiver leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period, measured forward from the date an employee first takes military caregiver leave. If an eligible employee does not take the full 26 weeks for military caregiver leave, the remaining portion of the leave cannot be used for any other FMLA purpose.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. A serious injury or illness includes those that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces.

A covered service member also includes covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. A serious injury or illness for a covered veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
- A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
- A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

### Notice, Benefits, and Return to Work

GMT employees are required to provide 30 days' advance notice when the leave is "foreseeable." GMT reserves the right to require medical certification to support a request for leave because of a serious health condition or serious illness, and in certain circumstances can require second or third opinions (at GMT's expense) and a fitness for duty report to return to work. GMT also retains the right to require periodic reports during FMLA/PFLA leave regarding the employee's status and intent to return to work.

For the duration of FMLA/PFLA leave, GMT will maintain the employee's health coverage under a "group health plan," whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Arrangements will need to be made for employees to pay their share of health insurance premiums or deductible as applicable while on leave.

Employees are expected to keep GMT informed of their anticipated return to work date. In certain circumstances, employees who do not return to work after FMLA/PFLA leave may be required to reimburse GMT for premiums paid to maintain health coverage during the FMLA/PFLA leave. In addition, employees who do not return to work after FMLA/PFLA leave will be considered to have resigned from their employment with GMT, unless they have prior, written approval from the General Manager to extend their leave of absence beyond 12 weeks.

Upon return from FMLA/PFLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. There are, however, exceptions to a covered employee's entitlement to reinstatement following a FMLA/PFLA leave. GMT, for example, is not required to reinstate an employee returning from leave if the employee's job would have been terminated for reasons unrelated to the leave. Also, in accordance with the "key employee" provision, GMT may hire a permanent replacement worker, after giving reasonable notice to the employee of its intent to do so, if the employee performs unique services, and the hiring of a permanent replacement is the only alternative available to GMT in order to prevent substantial and grievous economic injury to GMT's operation.

GMT will not:

- interfere with, restrain, or deny the exercise of any right provided under FMLA/PFLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA/VPFLA or for involvement in any proceeding under or relating to FMLA/VPFLA.

The use of FMLA/PFLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

The U.S. Department of Labor is authorized to investigate and resolve complaints of FMLA violation. The Vermont Attorney General or a state's attorney is authorized to investigate complaints of VPFLA violation. This policy is intended to comply with the provisions of applicable Vermont and federal laws, and should be interpreted and applied so as to be co-extensive with such laws. This policy does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or

collective bargaining agreement which provides greater family or medical leave rights.

#### **F. Americans with Disabilities Act (ADA)/ Vermont's Fair Employment Practices Act (FEPA)**

GMT does not discriminate against qualified applicants and employees with disabilities in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. GMT will also provide qualified applicants and qualified employees with disabilities with accommodations that are reasonable under the law and do not impose an undue hardship to GMT. Employees seeking a job accommodation should direct such a request to Human Resources.

#### **G. Administrative Offices - Hours of Operation**

GMT has the following Administrative Offices:

- 15 Industrial Parkway, Burlington;
- 6088 VT Route 12, Berlin; and
- 375 Lake Road, St. Albans.

All administrative offices are generally open Monday through Friday 7:30 a.m. to 4:30 p.m.

#### **H. Contact Information**

All employees shall provide GMT with contact information enabling supervisors to reach employees on short notice. Acceptable forms of contact information include a valid telephone number and/or a valid cellular phone number.

#### **I. Personal Data Changes**

It is the responsibility of each employee to promptly notify their supervisor and Human Resources of any changes in their personal data. Personal mailing address, telephone number, and other data should be accurate and current at all times.

#### **J. Work Attire**

Employees are required to wear clean and presentable business casual or business attire. Employees requiring a reasonable accommodation regarding their personal appearance for bona fide health and/or religious reasons should contact Human Resources.

#### **K. Contact with the Media**

To ensure accuracy regarding GMT and its actions, the General Manager and his/her designee(s) will serve as the only authorized media spokesperson for the organization. No other employee may grant an interview and speak on behalf of GMT concerning GMT business to any form of media without permission from the General Manager.

## **L. Compensation-Related Communications**

In accordance with applicable law, GMT will not require as a condition of employment that employees refrain from disclosing, inquiring about, or discussing his/her or other employees' wages or the terms of their compensation, and will not discharge, discipline or otherwise discriminate against employees who choose to make such disclosures.

## **M. Employment Classifications and Overtime Compensation**

The Fair Labor Standards Act (FLSA) regulates many pay practices including minimum wage and overtime requirements. Certain employees are exempt from FLSA requirements including executive (managerial), professional and certain administrative employees.

Non-exempt employees are generally paid hourly for hours worked and are paid overtime at the rate of one and one-half times the employee's regular rate for each hour or portion of an hour worked in excess of forty hours per workweek. Overtime must be authorized and approved by your supervisor in advance.

Exempt employees are paid a guaranteed salary, the amount of which does not vary based upon the time worked by the employee during a regular workweek, absent certain limited exceptions. GMT does not make deductions from the salary of exempt employees that are prohibited by the FLSA. If an exempt employee has a concern or complaint about a deduction that he or she feels is inappropriate, he or she should contact Human Resources. If a deduction is found upon review to have been improper, GMT will take appropriate action. Exempt employees are not eligible for overtime compensation.

In addition, each employee is classified as either a full-time or part-time employee. GMT defines full-time employment as 40 hours per week; an employee that works anything less than 40 hours per week is classified as part-time.

## **V. Employment Policies**

### **A. Appointment and Termination**

The General Manager, or his/her designee, will be responsible for all hiring, supervision and termination decisions. Hiring, work assignments, rates of pay, promotion, etc. will be based upon skill and ability, physical fitness (as required for the performance of essential functions), seniority, satisfactory attendance and conduct, quality of work, or other factors directly relating to an employee's specific job.

### **B. Performance and Discipline**

Administrative Staff - GMT addresses employee performance and disciplinary problems through proactive supervision and intervention. GMT does not have a set discipline procedure, nor does GMT attempt to define or limit the circumstances under which discipline is appropriate. The application of

discipline at GMT will be flexible. Disciplinary measures such as suspensions, verbal warnings, written warnings, probation or other measures may be used in any or no order, as deemed appropriate under the circumstances. Such decisions are within the complete and total discretion of GMT. No particular step or progression of steps should be viewed as a prerequisite to a decision on the part of the GMT with regard to any employment relationship. **Union Members – please refer to current CBA.**

### **C. Report to Work**

All employees are expected to routinely report to work on time, properly attired, capable, and mentally alert to perform their duties.

Any employee who is absent for a period of three scheduled working days without notification, and without a valid reason, is subject to immediate dismissal. Poor attendance and excessive tardiness is disruptive and places a burden on other employees and on GMT. Either may lead to disciplinary action, up to and including termination of employment.

### **D. Time Sheets and Pay Days**

All GMT exempt and non-exempt employees are required to complete a GMT time sheet for each pay period. Payroll periods are bi-weekly and begin on Monday and end on Sunday (except for Maintenance Department: payroll periods are weekly and begin on Monday and end on Sunday. This is subject to change). For administrative staff, time sheets must be completed in full, signed by the employee and his/her supervisor, and given to Finance by Friday at 5:00 pm. The time sheets for all other personnel must be completed in full and handed in by 8:00 am on Monday morning.

### **E. Identification Badges**

In order to increase the level of safety and security to GMT's passengers and the companies we serve, we issue ID badges to all employees. These badges offer our customers added security that we are official employees.

All employees must wear their badges at all times on GMT property, in the office, or when they are on duty in the field providing customer service to our passengers. Please see Human Resources should you need a badge.

Upon leaving the employment of GMT, ID badges must be returned with all other uniform items and any other GMT property to an employee's supervisor or Human Resources.

### **F. Guidelines for Ethical Responsibilities**

It is GMT's policy that its employees observe the highest standards of ethics and that they proceed as described below when an actual or potential conflict of interest or breach of fiduciary duty or abuse of official position may arise or has arisen.

In the event that an employee has a special or unique interest where personal loyalty to a particular interest group or individual may have a bearing on a subject of discussion or vote by the Board and that employee is involved in providing input or engaging in such discussions with the Board, then that person shall:

- (a) state in writing the nature of his/her special interest so that the full Board may understand the nature of that interest during discussion; and
- (b) state on the record if he/she feels that the nature of the interest is such that it would be difficult to render unbiased recommendations on the subject.

In addition, GMT employees shall adhere to the following:

- (a) when in a position to know or obtain information of a confidential nature in the possession of GMT, those persons shall not disclose such information;
- (b) when in a position to speak to the public on GMT matters, those persons shall not falsely portray the position of the Board, nor take any action or make any statement as being that of the Board, unless the Board has given authorization to do so.
- (c) when in a position to take unfair advantage of an employee or the GMT due to their position or rank as an official of GMT, those persons shall not misuse the position for personal gain or satisfaction.

With respect to enforcement of this policy, it shall be incumbent upon each employee to police him/herself with respect to these guidelines and to make a Board member aware of the employee's obligations under this policy. In the event this does not occur, the General Manager may take appropriate disciplinary action.

Employees who are involved in purchasing and procurements are required to attend training, agree to, and sign an Ethics and Standards of Conduct Policy.

### **G. Drug and Alcohol Policy and Drug-Free Workplace**

It is GMT's desire to maintain a drug-free and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. No alcoholic beverages or illegal drugs may be manufactured, stored, consumed, distributed, dispensed, possessed or sold on the property of GMT or while an employee is performing work for GMT. Further, employees are prohibited from abusing inhalants or prescription drugs on GMT property or while performing work for GMT. In addition, GMT prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or GMT's reputation in the community.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability

to perform the essential functions of the job effectively and in a safe manner. An employee's failure to abide by this rule may result in immediate suspension or dismissal.

GMT reserves the right to search and inspect all areas of the workplace and its premises for the maintenance of a safe and healthy workplace. GMT reserves the right to conduct drug tests in accordance with federal and state laws.

Violations of this policy will result in disciplinary action, which, at GMT's discretion and depending on the severity of the violation, may range from required participation and successful completion in a rehabilitation program to termination of employment. Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against an employee who violates this policy.

As a condition of employment, employees agree to abide by the terms of this policy. An employee must notify GMT in writing of his/her conviction for a violation of a criminal drug statute occurring no later than five calendar days after such conviction. Failure to notify GMT may result in disciplinary action, up to and including termination. GMT, in turn, will, as required by law, report such convictions within ten (10) days of our learning of the conviction to the appropriate federal agency.

Drug and alcohol abuse in the workplace create safety risks for employees, passengers, and members of the general public. GMT has a confidential Employee Assistance Program (EAP) outlined in Section VII, Subsection T of this handbook. Employees who wish to discuss drug and alcohol use with a professional counselor are encouraged to contact the EAP.

#### **H. Cell Phone Policy**

Driver inattention is the leading factor in crashes or near crashes. Cell phone use is one of the most common driver distractions. Whenever an employee is in the driver's seat of any company vehicle, employees are prohibited from engaging in any activity involving an electronic device, handheld or otherwise, that may cause the driver to be distracted.

This includes cell phones, tablets, PDAs, or any electronic gadget that can be worn or held, and that has the potential of causing the driver to be distracted. Electronic communication devices are rapidly changing, and for purposes of this policy, the definition of electronic devices may change as technology changes.

#### **I. Computer, E-mail and Internet Use Policy**

The computers and associated software and hardware at GMT's locations and on its portable laptop computer(s) are the property of GMT. As such, any information that resides on these systems or is transmitted through these systems is also the property of GMT. Employees should not assume any sense of privacy when using these computers, especially for e-mail and internet purposes. GMT management reserves the right to monitor any GMT computer activity at any time without prior notification and retrieve and read any data composed, sent and/or received through its online

connections and stored in GMT's computers.

E-mail and internet access are useful tools for administrative staff in communicating within and outside of the organization. Please be respectful of the confidentiality issues this raises. Generally, e-mails from GMT employees should not be forwarded to recipients outside of GMT administrative staff without express permission of the sender. Also, GMT employees must recognize that they represent GMT whenever they send external e-mail messages. Despite the casual feel of e-mail, messages should be viewed as official GMT documents. All e-mail sent and received by GMT accounts are the property of GMT, regardless of content. Third parties can sue GMT if any employee uses e-mail to send copyrighted documents, to libel another company or to violate anti-spam laws.

In general, GMT administrative staff should never include anything in an e-mail that they wouldn't want any GMT administrative employee or member of the public to read.

In regard to Internet usage, data accessed or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating or disruptive to any employee or other person. Examples of unacceptable content may include but are not limited to: sexual comments or images, racial slurs, gender specific comments or any other comments or images that could reasonably offend someone on the basis of his or her age, color, disability, ethnicity, HIV-positive status, national origin, place of birth, race, religion, sex, sexual orientation, gender identity or any other characteristic as protected by GMT's harassment policy and/or applicable law.

Abuse of Internet access, as provided by law or GMT policies, may result in disciplinary action up to and including termination of employment. Employees may be held personally liable for any violations of this policy. The following behaviors are examples of actions and activities that are prohibited:

- Downloading software or executable files from the Internet without prior written approval from the Information Technology Department (IT will ensure that all downloaded files are scanned for viruses).
- Sending or posting discriminatory, harassing or threatening messages or images.
- Stealing, using or disclosing someone else's code or password without authorization.
- Using GMT's time and resources for personal gain.
- Sending or posting confidential (non-public) and/or sensitive proprietary information on Internet web sites, chat rooms, bulletin boards, newsgroups or other media
- Participating in downloading, viewing or exchanging of pornographic, obscene materials, or sexually explicit images.
- Sending or posting messages that defame or slander other individuals.

- Sending or posting chain letters, solicitations or advertisements not related to the business of GMT.
- Using the Internet for political causes or activities, religious activities or any sort of gambling.
- Sending anonymous E-mail messages.
- Engaging in illegal activities.
- Using the Internet or E-mail system in a manner inconsistent with GMT policies.
- Engaging in activities that violate copyright laws.

#### **J. Safety**

Safety is a mutual concern for the employee and GMT. If you should see any condition which you believe could be potentially dangerous or unsafe, report it immediately to your supervisor, GMT's Safety and Security Officer, a Safety Committee member, or Human Resources. Learn the safety rules of your department and take every precaution to protect yourself and your co-workers. Employees are expected to comply with all safety and health requirements, whether established by GMT or by federal, state or local law, and violations of such requirements will be viewed seriously, and may result in disciplinary action, up to and including termination.

GMT always welcomes any ideas or suggestions employees may have concerning safety in the workplace. An employee should inform his/her supervisor or a safety committee member of any safety suggestions or complaints s/he may have.

All safety directives issued by the General Manager, GMT's Safety and Security Officer, or other management representative(s) will be adhered to and proper safety practices shall be used at all times.

#### **K. Safety Vest Policy**

This guideline describes the policy regarding the required high-visibility highway safety vest that is to be worn by each employee of GMT while on duty or in required safety vest areas. Incidents involving vehicle collisions, injury crashes, pre-trips, post-trips, dangerous conditions, vehicle fires, crossing or being present on the GMT property, and working along roadways or in parking lots are typical situations where this policy is applicable. The wearing of safety vests ensures that GMT employees are visible in all situations and will hopefully prevent accidents involving employees and moving vehicles.

#### **Background**

Conforming to this Standard Operating Guideline places employees in compliance with Federal Regulation 23 CFR Part 634 and applicable provisions of the Federal Highway Administrations Manual on

Uniform Traffic Control Devices (MUTCD) that was adopted on 11/24/2008 as an interim rule and became effective as a final rule on 6/15/09.

### **Procedure**

Specifically, when the nature of an employee's job requires them to work in or near moving vehicular traffic, the following personal protective apparel shall be worn:

- **High-visibility Highway Safety Vest (ANSI 107-compliant Class II vest, Class III Highway Safety garment or ANSI 207- compliant Public Safety vest).**

If a GMT employee is wearing a coat or other outer garments due to inclement weather; i.e. rain, cold, etc., the high-visibility highway safety vest must be worn over (on the outside of) the outer garments. GMT may allow heavy coats that are ANSI 107 or ANSI 207 compliant at the discretion of management.

Management will only exempt an employee from wearing a high-visibility highway safety vest after determining that the vest would expose the employee to an elevated risk of injury or hinder effective performance of the member's assigned tasks. Members of maintenance that have ANSI 107 or 207 compliant garments as part of their normal uniform may wear those in lieu of vests.

### **Examples**

There are several distinct situations that require vests, and several that may be indeterminate. If you are unsure, please err on the side of caution.

#### *Situations Requiring Vests:*

- If you are outside a vehicle for any reason while the vehicle is not at an approved bus stop or in a safe area such as a transfer center you must wear a vest.
- While you are on the yard for any reason, at any time. (Even standing outside the doorway into the building or in the smoking areas)
- During pre-trips, training, or if directed by a supervisor.
- On scene at any accident or incident.
- Inside the GMT Maintenance building, except inside walking lanes.
- Any time you are in a lane of traffic or working beside a lane of traffic.

#### *Situations NOT Requiring Vests:*

- When you are inside a GMT vehicle.
- Inside the GMT Administration building.

### **L. Security Cameras**

For security and other business related purposes, such as suspicion of onsite drug use, physical abuse, theft or similar circumstances, GMT reserves the right to install security cameras in its work areas and/or on its premises or property.

GMT will do so only after first ensuring that such action is in compliance with state and federal laws.

Employees should not have any expectation of privacy in work-related areas. Employee privacy in non-work areas will be respected, to the extent possible and in compliance with state and federal laws. Employees should contact their supervisor or the HR department if they have questions about this policy.

#### **M. Property Use and Protection**

The buildings, land, equipment, vehicles, tools, and other supplies and materials of GMT shall at all times be used properly and protected by the employee in whose custody they may be entrusted, from damage, theft or misuse. Employees are prohibited from using GMT facilities and/or tools for their own benefit without prior approval of the General Manager or his/her designee. If GMT equipment, vehicles, tools, supplies and/or materials are damaged while being used for a personal project, the employee may be held responsible for the cost of repairing or replacing the equipment, at the discretion of GMT.

#### **N. Product Endorsement**

No employee of GMT, when identified as such, shall endorse or offer to endorse a product or service except as permitted in writing by the Board of Commissioners, or the General Manager, on a case-by-case basis.

#### **O. Medical Examinations**

The General Manager or his/her designee, acting with a reasonable belief, based on objective information, that: (1) an employee's ability to perform essential job functions will be impaired by a medical condition; or (2) an employee will pose a direct threat due to a medical condition, may require a medical examination of an employee by a GMT-designated physician. GMT may also require a medical examination when an employee requests an accommodation and either the medical condition itself or the need for the accommodation is not obvious. The employee will bear no financial costs for such a medical examination.

#### **P. No Smoking Policy**

GMT does not permit smoking in any area of its buildings or vehicles in accordance with Vermont State Law. All GMT employees, clients, and visitors are expected to comply with the no smoking regulations. Where not expressly listed, this policy includes all GMT property, offices and vehicles. GMT does, however, have a designated smoking area at each Administrative Office as follows:

- Burlington - outside of its offices and behind the bus garage;
- Berlin- the south side of the building; and
- St. Albans- outside the drivers' breakroom in the back of the building.

All employees are expected to dispose of cigarette butts and other related waste properly and to keep the designated smoking areas clean.

Disciplinary action, up to and including termination, may result, when employees fail to adhere to the policy.

#### **Q. Non-Revenue Vehicle Use**

When approved by GMT management, GMT employees may use non-revenue vehicles. Use of non-revenue vehicles is restricted to GMT business only unless otherwise approved by the General Manager.

Employees who operate non-revenue vehicles must have a valid Vermont driver's license; employees are obligated to immediately reveal any changes in the status of that license (i.e. revoked, suspended, or restricted) to Human Resources.

When using non-revenue vehicles, employees are required to wear seatbelts as per state law. Employees operating non-revenue vehicles must also exercise due diligence to drive safely, follow all traffic laws, avoid distractions while driving, including compliance with GMT's Cell Phone policy,, and maintain the security of the vehicle and its contents at all times. Employees are responsible for any driving infractions or fines that result from their driving and must report them to their supervisors. Employees who drive a non-revenue vehicle also should ensure that the vehicle is kept clean and free of litter.

Employees are not permitted, under any circumstances, to operate a non-revenue vehicle when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness or medication. An employee driver must immediately inform Human Resources if such a situation arises.

Employees should immediately report to the Foreman on duty any mechanical malfunctions, damage or any other issues that come to your attention while using a non-revenue vehicle.

If a non-revenue vehicle is damaged while being used for personal reasons, the employee may be held responsible for the cost of repairing or replacing the vehicle, at the discretion of GMT.

#### **R. Lost and Found Policy**

Decals are easily visible in all GMT buses which state that "GMT is not responsible for items lost/left on the bus." Any inquiries should be referred to the GMT offices. If an item is found on a bus, it is the Driver's responsibility to bring it into the office if it is before 5:00 p.m. or give it to the night cleaner after 5:00 p.m.

#### **S. Handling Service Complaints and Compliments**

All service and community complaints and compliments will be handled by the Customer Service Representatives. Complaints of a serious nature may be forwarded immediately to the Operations Department by the Customer Service Representatives. Information should be gathered using GMT's "record of complaint" form. Please inform the caller that he or she should expect a response from GMT. In addition, service compliments should be routed using the "record of compliment" form.

Complaints and compliments must be forwarded by an Operations Supervisor to the appropriate staff (see the cc list on the bottom of the forms) on the same day they are received.

## **T. General and Sexual Harassment Policy**

Employees are prohibited at all times from engaging in the unlawful harassment of any employee, co-worker or member of the general public. For purposes of this policy, "harassment" is defined as statements or conduct of a verbal or physical nature which create an unreasonably abusive or offensive work-related environment for an employee, which adversely affects a reasonable employee's ability to do his or her job, and which are based on or because of that employee's legally protected characteristic.

### **1. General Harassment**

It is the policy of GMT that harassment on the basis of race, color, national origin, age, gender, sexual orientation, marital status, military/veteran status, disability, genetic information, religion, ancestry, place of birth, HIV-positive status, gender identity or expression, credit history, or any other protected characteristic recognized and defined by applicable law is in violation of the company's personnel policies. Prohibited harassment could include but is not limited to comments, slurs, jokes, innuendoes, cartoons, electronic mail messages and/or attachments, pranks, text messages, postings on social media sites, and physical harassment which are inappropriate, derogatory, and could result in an intimidating, hostile or offensive work environment.

### **2. Sexual Harassment**

GMT does not permit sexual harassment in the workplace, believing that every employee, regardless of gender, has a personal right to an environment free from sexual harassment. Prohibited sexual harassment includes but is not limited to comments, slurs, jokes, innuendoes, cartoons, electronic mail messages and/or attachments, pranks, text messages, postings on social media, unwelcome sexual advances, requests for sexual favors, and other unwelcome and inappropriate verbal or physical conduct of a sexual nature, which would result in an intimidating, hostile, or offensive working environment.

Unlawful sexual harassment may occur regardless of the genders of the employees involved. Harassment by an employee that occurs off-duty and off-premises which falls within the above definitions and which affects the work environment as described above may also constitute

harassment prohibited by this policy.

Employees have the right to be free from such harassment on the job, either from co-workers, supervisors, managers, or the public (to the extent that GMT can control the conduct of the public). According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is a violation of Title VII of the Civil Rights Act that defines sexual harassment as a form of sex discrimination to include:

- i. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- ii. Submission to or rejection of such conduct by any individual is used as the basis for tangible employment actions affecting such an individual; and/or
- iii. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### **3. Complaint Procedure**

Any employee who believes s/he is being harassed by a co-worker, customer, vendor, contractor, visitor, supervisor or manager is encouraged, but not required, to first tell the alleged harasser to stop by specifically addressing the behavior involved. If the employee is uncomfortable or unable to take this step, s/he is strongly encouraged to immediately notify any of the following personnel: his/her immediate supervisor, Human Resources, or the General Manager. Supervisors who receive a complaint of harassment, or suspect harassment, must immediately report this to the Human Resources Director or the General Manager, whichever is most appropriate given the situation for investigation.

It is the primary responsibility of the person who feels harassed to bring these concerns to GMT's attention. However, co-workers are also encouraged to report incidents or patterns of prohibited harassment to appropriate personnel.

Contact Information:

Trish Redalieu, Human Resources Director  
(802) 540-2512

Mark A. Sousa, General Manager  
(802) 540-0089

Mailing Address: 15 Industrial Parkway, Burlington, VT 05401

An employee may also contact the following:

- i. John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
(800) 669-4000 (voice)  
(800) 669-6820 (TDD)  
website: [www.eeoc.gov](http://www.eeoc.gov).
  
- ii. Vermont Attorney General  
109 State Street  
Montpelier VT 05602  
(802) 828-3171.  
Individuals with hearing impairments can use the Attorney General's TTY number (802) 828-3665,  
website: [www.atg.state.vt.us](http://www.atg.state.vt.us).
  
- iii. Vermont's Human Rights Commission  
135 State Street  
Montpelier VT 05602  
toll-free (800) 416-2010 (voice and TDD),  
website: [www.hrc.vermont.gov](http://www.hrc.vermont.gov).

All complaints, notification, or investigation of a harassment claim will be kept confidential to the extent possible, consistent with GMT's obligation to address such complaints. Disclosure will only be made on a need-to-know basis or as reasonably necessary to carry out the investigation. All employees are expected to cooperate fully with any investigation. Failure to fully cooperate as required may result in discipline or termination of employment.

#### **4. Investigation of Complaints**

Investigations of general or sexual harassment will be conducted by the Human Resources Director or his/her designees. Depending upon the nature of the complaint, the GMT Board of Commissioners may approve the retention of a third party for purposes of conducting an investigation. The investigation will be conducted promptly. The investigation, wherever possible, should include interviews with the parties directly involved, and when necessary, should include interviews with employees who may have observed the alleged harassment or who may be the subject of the same behavior the complainant has reported. The results of the investigation will be relayed to the complainant and the alleged harasser. If a determination is made that harassment has occurred, an appropriate remedy will be promptly applied.

#### **5. Disciplinary Action**

In the event that a determination is made that harassment has occurred, an appropriate sanction will be established and applied promptly depending on the severity of the offense. Any instance of repeated or continuous harassment, threatened or actual physical advances, or

abuse, shall be grounds for immediate dismissal. Any of the above disciplinary actions will be recorded in the employee's personnel file.

The investigating supervisor or General Manager shall conduct a follow-up investigation to determine whether sanctions were appropriate and to ensure that the harassment has stopped within a reasonable amount of time.

## **6. Prohibition on Retaliation**

No employee will be retaliated against in any way for making a claim of harassment in good faith. It is unlawful to retaliate against an employee for filing a complaint of harassment or sexual harassment or for cooperating in a related investigation. Complaints of retaliation will be taken seriously and investigated as provided in this policy.

### **U. Respectful Workplace**

GMT strives to maintain a workplace that fosters mutual respect and promotes harmonious, productive working relationships. GMT believes in surpassing what is required by law and expects employees to treat others with the respect that is due to every individual whether it is a co-worker, supervisor, manager, customer, vendor, or visitor to our premises. GMT prohibits any behavior that is discourteous or demeaning to other employees. Disrespectful behavior may include, but not be limited to, the following:

- Jokes that demean another individual or group of individuals
- Name calling or nicknames that may be offensive
- Taking credit for another individual's work or ideas
- Sabotaging an employee's ability to perform his/her job
- Offensive verbal, visual, or physical conduct
- Threatening another individual
- Invading another's privacy
- Knowingly blaming other individuals for a mistake they did not make
- Purposely invading another's personal space
- Gossiping about another individual
- Any type of "bullying" behavior

It is GMT's goal to resolve these issues at the lowest possible supervisory level. If an employee feels s/he has been subjected to any form of disrespectful behavior, the employee is strongly encouraged to ask the person to stop by specifically addressing the behavior involved. However, employees are not required to approach the person. If the employee does not want to or cannot take this step, s/he is strongly encouraged to immediately notify any of the following personnel: his/her immediate supervisor, the Human Resources Director, or the General Manager. Supervisors who receive a complaint of disrespectful conduct, must immediately report this to the Human Resources Director, or the General Manager, whichever is most appropriate given the situation, for investigation. Employees are strongly encouraged to notify a member of management regarding any disrespectful conduct that they witness.

GMT will conduct its investigation in as confidential a manner as possible. Investigations will be conducted by the Human Resources Director or his/her designees. The investigation will be conducted promptly. The investigation, when possible, should include interviews with the parties directly involved, and when necessary, should include interviews with employees who may have observed the alleged disrespectful conduct or who may be the subject of the same behavior the complainant has reported. The results of the investigation will be relayed to the complainant and the alleged disrespectful employee. In the event that a determination is made that disrespectful conduct has occurred, an appropriate sanction will be established and applied promptly depending on the severity of the offense. Any instance of repeated or continuous disrespectful conduct shall be grounds for immediate dismissal. Any of the above disciplinary actions will be recorded in the employee's personnel file. The investigating supervisor or General Manager shall conduct a follow-up investigation to determine whether sanctions were appropriate and to ensure that the conduct has stopped within a reasonable amount of time.

## **V. Workplace Violence**

GMT prohibits the use or possession on GMT property of any firearms, weapons, and any other dangerous or hazardous devices or substances that pose a serious threat to personal health or safety. Employees who bring any prohibited device or substance onto GMT property may be subject to discipline or termination.

All employees should be treated with respect for their personal safety at all times. Employees are expected to refrain from conduct that may be dangerous to others.

All threats of or actual violence, both direct and indirect, are prohibited and should be reported as soon as possible to the General Manager. If appropriate, threats of violence or threatening behavior should be reported directly to the local Police Department, by calling 911. This includes threats or threatening behavior by other employees, as well as threats or threatening behavior by visitors, vendors, or other members of the public.

All suspicious individuals or activities should also be reported as soon as possible to the General Manager. You should not place yourself in a dangerous situation. If you see or hear a commotion or

disturbance near your work area, you should not try to intercede or see what is happening. Rather, report the matter as soon as possible.

GMT will promptly and thoroughly investigate reports of threats of (or actual) violence or threatening behavior and/or of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, GMT may suspend employees, either with or without pay, pending an investigation.

Any employee determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to disciplinary action, up to and including termination of employment.

## **W. Absentee Policy**

### **Objective**

Green Mountain Transit (GMT) provides a valuable service to the public. To accomplish this mission, it is imperative that every employee be present when scheduled to fulfill the public's expectations. The purpose of this policy is to set forth GMT's statement of policy and procedures for handling employee absences and instances of tardiness.

GMT provides its employees with sufficient combined time off (CTO), or paid time off (PTO- in the form of vacation, holiday, personal and sick days) throughout the year. Vacation time must be scheduled in advance. PTO/CTO may be used in the case of emergency or sudden illness without prior scheduling. **Union Members – please refer to current CBA.**

Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA)/Vermont Parental Leave Act (VPFLA), Workers Compensation claims, bereavement leave, jury duty, and an approved leave of absence will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA and/or the Americans with Disabilities Act (ADA), where applicable, may be required in these instances.

### **General**

This policy applies to all GMT employees. Employees are expected to report to work as scheduled, on time and prepared to work. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

Any employee who fails to report to work without notification to his or her supervisor for a period of three consecutive days or more will be considered to have voluntarily terminated his or her employment relationship.

Prescheduled times away from work using accrued PTO/CTO (where available) days are not considered absences for the purpose of this policy.

### **Absences**

"Absence" is defined as the failure of an employee to report for work when the employee is scheduled to work. The two types of absences, excused and unexcused, are defined below:

An excused absence occurs when the following criteria are met:

1. The employee submits a time-off request to their supervisor and the request is approved.
2. The employee has sufficient accrued time to cover such absence. Employees must take accrued CTO/PTO for every absence unless otherwise allowed by the GMT's policies and applicable law.

An unexcused absence occurs when one of the two conditions above is not met.

Employees who have three consecutive days of excused absences because of his/her own illness or injury must give provide GMT with proof of a physician's care during the period of absence. Without an acceptable verifiable excuse for the absence, the employee may be subject to disciplinary action, up to and including termination of employment.

If an illness or injury prevents an employee from performing his or her regularly scheduled duties, a physician's statement must be provided verifying:

- a. The nature of the illness or injury,
- b. If and when the employee will be able to return to work, if applicable, and
- c. Whether the employee is capable of performing his or her regularly scheduled duties, and if not, what limited/restricted duties the employee is capable of performing

For an emergency absence, the employee must notify his or her supervisor as soon as possible. If the emergency occurs during an employee's shift, the employee must notify his or her supervisor prior to leaving the premises.

### **Excess Absences**

Excess absences are defined as follows:

1. Having more than six unexcused absences in a twelve (12) month period:
  - The twelve (12) month period is a rolling twelve (12) month period starting at the first unexcused absence. Employees will be subject to discipline, up to and including termination, for each unexcused absence after the sixth (6<sup>th</sup>) unexcused absence and within the twelve (12) month rolling period. **Union Members should refer to the current CBA for information relating to discipline.**
2. The rolling twelve (12) month period will restart twelve (12) months from the initial unexcused absence. **Union Members should refer to the current CBA for information related to discipline.**
3. Patterns of calling out from work at certain times of the year or days of the week (e.g. on Mondays or Fridays or the day preceding or following a holiday).

### **Tardiness**

Employees are expected to report to work on time. If non-union employees cannot report to work as scheduled, they must notify their supervisor no later than thirty (30) minutes prior to their regular starting time. This notification does not necessarily excuse the tardiness, but simply notifies the supervisor that a schedule change may be necessary. Non-union employees may, with the approval of his/her supervisor, adjust the work day if they arrive late to account for the delayed commencement of his/her workday. **Union Members should refer to the current CBA for policies/procedures regarding tardiness.**

Tardiness is defined as:

1. When an employee does not report to work at the time scheduled and/or fails to return to work promptly at any point during their normal schedule.

2. Excessive tardiness is defined as repeated occurrences as defined in #1.

### **Effective Date**

This update to this policy is effective August 1, 2017. Unexcused absences, tardiness, and patterns of absences/tardiness prior to April 15, 2017, will not be considered in application of this policy.

### **X. Performance Evaluations**

GMT believes that evaluations are a constructive means of improving the performance of both the employee and the organization. Employees will be evaluated, at a minimum, annually by their immediate supervisor.

During performance evaluations, an employee will be counseled concerning the strengths and weaknesses of job performance, safety, attitude toward work, attendance, and other relevant areas. Additionally, an employee is encouraged to express ideas and comments about GMT and his/her job.

### **Y. Objectivity**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with perceived favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of persons currently employed at GMT may be hired only if they will not be working directly for or supervising a relative. Relatives may not work directly above another relative's immediate supervisor or directly for the relative's immediate subordinate. GMT employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred (assuming another position in another area is available, the person is qualified and management supports the transfer), or shall leave employment of GMT. If that decision is not made within 30 calendar days, management will make the determination.

In other cases, where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, either or both parties may be separated by reassignment or terminated from employment. For the purposes of this policy, a relative is any person who is related by blood or marriage or civil union, or whose relationship with the employee is similar to that of persons who are related by blood or marriage or civil union.

### **Z. Confidentiality**

Personal employee information is considered confidential and will be shared only as required. All hard copy records will be maintained in locked, secure areas. Access is limited to these secure areas. Participants in GMT benefit plans should be aware that personal information will be shared with plan providers as required for their claims handling or record keeping requirements. This information will be

transmitted within the guidelines of HIPAA (Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191).

GMT electronic and paper information, including organizational charts, job titles, budgets, recording systems, telephone directories, e-mail lists, GMT facility or location information and addresses, is considered by GMT to be proprietary GMT information to be used for internal purposes only. This information shall only be released by the General Manager or his or her designee.

If an employee becomes aware of a material breach in maintaining the confidentiality of his or her personal information, the employee should report the incident to Human Resources. Human Resources will investigate the incident and take corrective action, if warranted.

#### **AA. Resignations and Exit Interviews**

As a courtesy, sufficient notice is requested of those employees planning to leave employment with GMT. For non-exempt employees, a two (2) week notice is considered sufficient. Exempt employees are asked to provide at least a month notice. Additionally, employees are requested to discuss their employment at GMT and their reasons for leaving in an exit interview conducted with the General Manager or his/her designee.

At the exit interview, or their last day of work, all GMT property should be returned and matters such as final pay, continuation or termination of benefits and other personal matters will be arranged. Please remember that it is important to keep a current address on file with GMT to maintain communication concerning post-termination benefits and W-2 forms.

#### **BB. Nursing Mothers in the Workplace**

In accordance with Vermont and federal law, GMT will provide a workplace environment that is supportive of the needs of nursing mothers and their infant children. Specifically, upon return to work after the birth of a child and for three years thereafter, breastfeeding employees are allowed scheduling flexibility as necessary to provide reasonable time to express milk during work hours. GMT will make a reasonable accommodation to provide appropriate private space to do so. GMT will not retaliate or discriminate against an employee who exercises her rights under the referenced Vermont law.

#### **CC. Short Term Family Leave Policy**

In addition to the leave provided under GMT's family and medical leave policy, an employee who is eligible for family/medical leave under Vermont law (i.e., an employee who has worked continuously for GMT for an average of 30 hours per week for 1 year) shall be entitled to take unpaid leave not to exceed four hours in any 30-day period and not to exceed 24 hours in any 12-month period for any of the following purposes:

- To participate in preschool or school activities, such as a parent-teacher conference, directly

related to the academic educational advancement of the employee's child, foster child or ward who lives with the employee;

- To attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse, civil union partner or parent-in-law to routine medical or dental appointments;
- To accompany the employee's parent, spouse, civil union partner or parent-in-law to other appointments for professional services related to their care and well-being;
- To respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse, civil union partner or parent-in-law.

Eligible employees must make a reasonable attempt to schedule appointments for which leave may be taken under this policy outside of regular work hours. In order to take leave under this policy, eligible employees must provide GMT with the earliest possible notice, but in no case later than seven days before leave is to be taken except in the case of an emergency. An "emergency" means circumstances where the required seven-day notice could have a significant adverse impact on the family member of the employee.

At the employee's discretion, the employee may use accrued paid leave for leave under the terms of this policy.

GMT requires that short term family leave taken within this policy be taken in increments of no less than 2 hours.

#### **DD. Flexible Working Arrangements**

GMT employees may, two times per calendar year, request a flexible working arrangement. GMT will discuss and consider the request made by an employee. For purpose of this policy, GMT defines a "flexible working arrangement" as "intermediate or long term changes in the number of day or hours worked, changes in time the employee arrives at or departs from work, work from home, or job-sharing options."

This policy is distinct from other Vermont and federal laws, including parental and family leave, job accommodation for disabilities, or workers' compensation injuries. It also does not apply to routine shift scheduling or vacation requests.

GMT employees may make the request either verbally or in writing, and the request should be as specific as possible. GMT will discuss the request in good faith with the employee. The decision of whether or not the request will be granted will be consistent with GMT's business operations, and legal and/or contractual obligations, including Collective Bargaining Agreements. **Union Members, therefore, should also refer to their current CBA if requesting or considering whether to request a**

## **flexible work arrangement.**

Once a decision has been made GMT will notify the employee of its decision. This policy does not change existing legal rights of GMT or GMT employees to create, terminate, or modify these arrangements, but provides a framework for a meaningful dialogue.

**GMT will not retaliate against an employee for exercising his or her rights under this policy and applicable Vermont law.**

## **EE. Social Media**

Social Media can be an exciting way for employees to share life and opinions with family, friend and co-workers. The use of social media can also present risks and carries with it certain responsibilities. GMT has established guidelines to assist employees in making responsible decisions about use of social media. For purposes of this policy, social media includes all means of communication or posting of information or content of any sort on the Internet, networking or affinity site, web bulletin board or chat room, whether or not they are associated or affiliated with GMT. Electronic communication is a rapidly expanding and ever-changing, and for purposes of this policy, the definition may change as social media changes. Three basic tenets apply to online activities:

1. A GMT employee is solely responsible for what he/she posts online.
2. Employees should always consider the risks and rewards involved before creating online content.
3. Conduct that adversely affects customers, vendors, passengers, or other members of the public, may result in disciplinary action up to and including termination.

All GMT employees should read and understand this policy as well as GMT's General and Sexual Harassment, Respectful Workplace, and Email and Internet policies.

Postings must be consistent with these policies. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct will not be tolerated and may be subject to disciplinary action, up to and including termination.

Work related complaints are best resolved by speaking directly with staff members involved as opposed to posting complaints on social media outlets. Nevertheless, if a GMT employee decides to post complaints or criticism, he/she should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that disparage customers and passengers, members of the public, vendors, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

GMT employees should ensure their posts are honest and accurate when posting news or information and must not post rumors about GMT, its employees, customers, passengers, vendors, contractors, or community members, or people who work on behalf of GMT, that are known to be false. GMT employees may express personal opinions, but should not represent oneself as a spokesperson for GMT. GMT has

designated spokespersons. Links to GMT's websites should not be created without an employee identifying his/herself as a GMT employee. If an employee references GMT in any way on a social media site, the employee should disclose his/her employment relationship with GMT, and include a disclaimer that states that the views or opinions offered are his/her own and do not reflect the views or opinions of GMT.

GMT employees should refrain from using social media while working unless it is work-related and authorized by GMT management.

GMT, in its discretion, may view and monitor an employee's publicly available social media sites or review employees' use of social media sites accessed through GMT-provided hardware or systems without consent or previous approval. An employee should have no expectation of privacy in such social media. An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy may be subject to discipline or termination of employment. GMT prohibits taking negative action against any employee who has reported a possible violation of this policy or who cooperates in an investigation. An employee who retaliates against other employee(s) will be subject to disciplinary action, up to and including termination.

Please refer to GMT's "Contact with the Media" (Section II (L) of this handbook) policy before speaking to the media.

*Nothing in this policy is designed to interfere with, restrain, or prevent employees' communications regarding wage, hours, or other terms or conditions of employment. GMT employees have the right to engage in and refrain from such activities.*

## **VI. Employee Benefits**

GMT strives to maintain a benefits program to meet the needs of its employees, and be cost effective for all. GMT's benefit programs are subject to change at any time, with or without notice.

Northern New England Benefit Trust administers the following health benefits: CIGNA Healthcare Insurance, Teamsters Rx Pharmacy Benefits, Dental benefits, Davis Vision, vision insurance, and life insurance. Section 125 Plan is administered by GMT Finance staff, Retirement Plan is administered by Future Planning Associates, Short- and Long-term Disability insurance with Lincoln Financial Group, and voluntary short-term disability insurance through Unum. Where applicable, the separate plan documents explain each benefit in more detail and the language of the plans' documents controls the various plans. Summary Plan Descriptions for the plans can be found at GMT's Employee website: [employeeportal.GMTride.org/documents](http://employeeportal.GMTride.org/documents). Paper copies are also located in Human Resources office and are available upon request. In the event of a conflict between the terms of this Employee Handbook and the terms of actual insurance plans or programs, the terms of the actual plans/programs will govern.

Employees whose employment is terminated will have the aforementioned plans through the end of the month in which they terminate.

## **A. Employee and Dependent Transit Passes**

Employees and their spouses and dependents are eligible for a free transit pass while employed with GMT. A dependent is defined as a person who is claimed as a dependent on the employee's federal tax return. Please see Human Resources for passes. GMT management reserves the right to revoke any transit passes that are not used in accordance with GMT's policies.

## **B. Section 125 Plan**

GMT offers employees the opportunity to participate in a Section 125 Plan. New employees are eligible to join the Plan once they have satisfied the conditions for coverage under GMT's group health insurance plan. Generally, employees can enroll in the Plan during the month of December each year.

The Section 125 Plan is designed to help employees pay for medical and dependent care expenses. The Section 125 Plan can be used to pay the employee's portion of the deductible, other ineligible health, dental, and/or vision expenses that the employer's plan does not cover. Payroll deductions are pre-tax dollars. The dependent care assistance account enables employees to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. Please see Human Resources for more information on GMT's Section 125 Plan and for enrollment information. For employees who opt out the GMT health insurance, please refer to subsection L, found later in this chapter.

## **C. COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 requires employers with 20 or more employees to continue to offer temporary coverage, at the individual's expense, to certain former employees, retirees, spouses, and dependent children in the employer's group health plan.

The length of continuation coverage offered depends on the "qualifying event." Qualifying events are certain types of events that would cause, except for COBRA continuation coverage, an individual to lose health coverage. The type of qualifying event will determine who is eligible for continuation coverage and the required amount of time that the plan must offer the health coverage under COBRA. Individuals may be required to pay the entire group rate premium plus a surcharge of up to 2 percent to cover administrative costs. Employees and their dependents will be notified of their right to extend health plan coverage at the time they become plan participants, and anytime a qualifying event occurs. The required period of continued coverage may be terminated by the employer if the individual fails to make the required payments, becomes enrolled in another health plan that does not contain any exclusion or limitation with respect to any pre-existing condition, becomes entitled to Medicare, or if the employer's group health plan is terminated. Please see Human Resources for more information on COBRA.

## **D. Combined Time Off**

Each Full-time Employee (excluding Rural Drivers and Maintenance union employees whose time off is governed by their respective CBAs) shall earn paid Combined Time Off (CTO) per pay period at a rate based on years of service. Employees may use CTO for whatever purpose they choose. Time shall be accrued from date of hire. During the first 90 days of employment, a full-time employee will accrue, but is not eligible to utilize their CTO, unless s/he receives advance approval from his/her manager.

Employees will accrue CTO at the following rates:

- 1st through 5th year of employment: 8.67 hours per pay period
- 6th through 12th year of employment: 10.84 hours per pay period.
- 13th through 24th year of employment: 12.33 hours per pay period.
- 25th through 30th year of employment: 14.50 hours per pay period.
- 30th year and beyond of employment: 16.00 hours per pay period.

There are certain employees who have individualized time off allotments that are excepted from the above accrual rate; their CTO will be adjusted based on their current annualized time accrued.

Salaried employees are required to record 8 hours of CTO time on their timesheets for the six non-floating holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas), if the holiday falls on a scheduled workday.

Full-Time Employees must take a minimum of (1) one week of CTO per year, or up to the maximum of the allotted time listed below:

- 1st through 5th year: 2 weeks (80 hours)
- 6th through 12th year: 3 weeks (120 hours)
- 13th through 24th year: 4 weeks (160 hours)
- 25th through 30th year: 5 weeks (200 hours)
- 30th year and beyond: 6 weeks (240 hours)

Any accumulated CTO not used will be rolled over into the following fiscal year. At the Employee's sole discretion, s/he shall notify the Employer by the 15th of November, and CTO time may be cashed out (maximum of three (3) weeks) by the first payroll date in December, provided that each Full-Time Employee leaves a minimum of twenty-four (24) hours on the Employer's records.

Unless under extraordinary circumstances, leave must be requested in advance and approved by the employee's manager through GMT's Absentee policy. GMT reserves the right to deny leave requests. All approved leave will be entered into a vacation calendar. Employees shall mark their actual CTO time taken on their timesheet. However, non-union employees who have unscheduled absences, may, upon mutual agreement between an employee and his/her manager, agree that the employee does not need to use CTO time if s/he works an equivalent number of hours as the time they missed from work.

When an employee leaves the employment of GMT, s/he will ordinarily receive payment for unused,

accrued CTO time. However, in certain circumstances involving involuntary termination, GMT, at its discretion, may determine that an employee is not entitled to be paid for unused, accrued CTO time.  
**Union Members – please refer to current CBA.**

#### **E. CTO Time for Part-time Employees**

The policy applies to part-time employees regularly scheduled to work at least 10 hours per week.

##### **Effective January 1, 2017 through December 31, 2018:**

Part-time employees shall accrue one hour of paid combined-time off (CTO) for every 52 every hours worked. The maximum amount of time that can be accrued on an annual basis is 24 hours.

##### **Effective January 1, 2019:**

Part-time employees shall accrue one hour of paid combined-time off (CTO) for every 52 every hours worked. The amount maximum amount of time that can be accrued on an annual basis is 40 hours.

Employees may use CTO for whatever purpose they choose.

Please note this policy does not apply to employees who work 20 weeks or fewer in a 12-month period and whose job is scheduled to last less than 20 weeks or fewer in a 12-month period.

CTO time will be accrued on a quarterly basis, but employees may use CTO as they accrue it during each quarter.

During the first 90 days of employment, a part-time employee will accrue, but not be eligible to use CTO time, unless s/he receives prior approval from his/her manager.

For employees who have a set schedule, employees shall mark their actual CTO time taken on their timesheet. However, upon mutual agreement, an employee and his/her manager may agree that the employee does not need to use CTO time if s/he works an equivalent number of hours as the time they missed from work.

Any unused accrued time not taken during the current fiscal year will automatically be carried over to the next fiscal year. At the employee's sole discretion, s/he shall notify the Employer by the 15th of November, and CTO time may be cashed out (maximum of three (3) weeks) by the first payroll date in December provided that each part-time employee leaves a minimum of twenty-four (24) hours on the employer's records.

When an employee leaves GMT's employment, s/he will ordinarily receive payment for unused accrued CTO time. However, in certain circumstances involving involuntary termination, GMT at its discretion may determine that the part time employee is not entitled to be paid for unused accrued CTO time.

#### **F. Bereavement Leave**

If there is a death in the family of a full-time employee (parent, grandparent, spouse/civil union partner, sibling, child, step-parent, step-sibling, and/or step-child), then GMT will make available up to 40 hours of paid bereavement leave at the time of the death or funeral.

Upon an employee's request to the General Manager, GMT may provide an additional unpaid leave of absence following the death of an immediate family member (parent, spouse/civil union partner, or child).

In the event that there is a death of a full-time employee's in-law family member (parent, grandparent, sibling, including civil union based), then GMT will make available up to 24 hours of paid bereavement leave at the time of the death or funeral.

In the event of the death of a non-immediate family member of a full-time employee (such as an aunt, uncle, or cousin), then GMT will make available up to 8 hours of unpaid leave at the time of the death or funeral.

During the first 30 days of employment, an employee is not eligible to receive paid bereavement leave.

#### **G. Military Leave**

If an employee is absent from work for a mandatory encampment of the National Guard or for military reserve duty, GMT will pay the difference, if any, between the amount the employee receives in military pay and the amount s/he would have received from GMT. The employee must provide GMT with a military pay voucher before GMT will issue payment.

If an employee's health plan coverage is terminated because of absence due to military service, the employee may choose to continue health plan coverage for up to 18 months.

During the first 30 days of a military leave, an employee is responsible for paying his/her portion of health insurance premiums or deductible. After the first 30 days, an employee will be required to pay no more than 102 percent of the full premium for coverage.

#### **H. Jury Duty**

If an employee is absent from work to serve jury duty, GMT will pay the employee his/her regular pay. The limits for paid jury duty are a maximum of 8 hours per day, 40 hours per week, and 30 days per twelve-month period. The employee must provide GMT with proof of service from the court. Any additional work time missed by a non-exempt employee due to jury duty beyond these limits will not be paid by GMT. When serving on jury duty, an employee will not lose any of his/her accrued benefits.

If an employee is a witness for GMT in any court or administrative proceeding in which GMT is a party, GMT will pay the employee his/her regular rate of pay for hours absent from work. Time spent in this manner beyond 40 hours in a week will be paid by GMT at a time-and-a-half rate for non-exempt employees.

## **I. Unpaid Leave**

An employee seeking an unpaid leave of absence that does not qualify under FMLA and/or Vermont PFLA must submit a written request to his/her immediate supervisor and the General Manager at least 30 days prior to the requested first day of absence. The General Manager must grant approval in writing before an unpaid leave of absence may begin. An employee who is absent without such approval may have his/her employment terminated. An employee who fails to return to work at the expiration of an unpaid absence, and fails to contact GMT regarding the reasons for his/her inability to return, shall be treated as having resigned his/her position. No employee may accrue vacation, holiday, sick, or personal leave while on unpaid leave of absence.

All available vacation, holiday, and personal leave must be utilized before the unpaid period of a leave of absence may begin. During the first 30 days of an unpaid leave of absence, employees are responsible for paying their portion of health insurance premiums or a deductible. After 30 days, COBRA coverage for group insurance will be in effect. Employees on unpaid leaves will follow COBRA policies regarding health coverage.

## **J. Compensatory Time**

In special circumstances, GMT may grant compensatory time to an exempt employee. For example, when an employee makes an exceptional effort on a special project. Such time must be approved in advance by the General Manager. There are no proscribed conditions for approval to be given.

Each instance of exceptional effort is a unique situation that will be evaluated on a case-by-case basis. A grant of compensatory time is an acknowledgement of exceptional performance beyond the parameters of an employee's ordinary responsibilities.

## **K. Workers' Compensation Insurance**

If an employee sustains an injury while performing work duties at GMT, s/he must report such injury from the scene if possible to his/her supervisor and/or within 24 hours of the incident or accident causing the injury and/or within 24 hours of the time when the injury became known, excluding holiday or weekends. Failure to make a timely report of a workplace injury may jeopardize an employee's eligibility for workers' compensation benefits. An Incident Report or a verbal report must be made to the Human Resources Director or his/her designee within 24 hours of the occurrence or as soon as practicable.

GMT's workers' compensation benefit enables employees who are completely out of work due to occupational injuries or who are on a limited or reduced work schedule due to occupational injuries to receive wage replacement benefits. If an employee is totally disabled from working during his recovery period, he or she is entitled to 2/3 of his or her average weekly wage. If an employee returns to work on a part-time schedule or on light duty employment, and the employee has not reached a substantial plateau in the medical recovery process, such that significant further improvement is not

expected, then s/he is entitled to receive 2/3 of the difference between the gross wages from the part-time or light duty position and the pre-injury average weekly wage. In addition to the wage replacement benefits, an employee injured on the job may also be entitled to (1) permanent disability benefits for loss of physical function; (2) compensation for all reasonable and necessary medical expenses; (3) reimbursements for travel and meal expenses and (4) vocational rehabilitation to assist the worker in regaining earning capacity.

All benefits (other than workers' compensation benefits as prescribed by law) shall continue during the term of the leave for which the worker's compensation is paid, for a period not to exceed twelve (12) months, unless the employee's employment with GMT ends earlier. Employees on workers' compensation leave will be required to pay their share of insurance premiums or deductibles as applicable. Thereafter, the employee shall be responsible for payment of up to 102% of the premium costs for all applicable insurance, as per COBRA. After the initial 12-month period following a workplace injury, an employee shall not accrue paid leave time (vacation, holiday, sick, or personal) or time toward step-pay increases. An employee on workers' compensation leave must inform Human Resources about his/her status on a weekly basis during normal business hours and provide copies of physician reports as they may become available.

Under applicable law, employees may not be discharged or discriminated against because they have filed claims for workers' compensation benefits. However, filing such claims does not insulate an employee from unrelated performance-based constructive criticism, discipline, action, etc. Reinstatement issues involving employees on workers' compensation leave should be addressed to Human Resources for handling in accordance with the law.

Unionized employees should refer to the appropriate sections of their contract regarding workers' compensation insurance.

#### **L. Modified Duty Program**

GMT has a Modified Duty Program that may provide a temporary work assignment to an employee receiving workers' compensation benefits and who is unable to return to full duty or perform the essential functions of their position. If work is available, and the employee is capable of performing the work within the limitations of his/her injury, then the employee may be assigned to a temporary modified duty position anywhere at GMT. The decision to place an employee, who has been away from GMT due to a workers' compensation event, into a modified duty position will be made by the Human Resources Director, GMT's Workers' Compensation insurer, and GMT's occupational medical provider. The modified duty assignment will adhere to the employee's limitations. The hours may be full or part-time. Not all employees who are injured at work will be assigned to modified duty. Each circumstance and employee will be evaluated on an individual basis. Should there be a period during the year when no modified duty assignments are possible, then assignments will not be made.

All modified duty assignments are temporary. The initial assignment period will be 30 days. If an employee is medically cleared to return to full duty without limitations or with limitations that may be accommodated before the initial assignment period is completed, then the employee will be return to

his/her original position. After 30 days, an employee's modified duty assignment will be evaluated weekly. GMT reserves the right to revoke a modified duty assignment at its sole discretion.

#### **M. Short-Term Disability Insurance**

Short-term disability insurance enables full-time employees, who are unable to work because of injuries received while not on duty, to receive compensation (not to exceed \$1,500 weekly) for up to six months to begin on the first day out of work for an accident and on the eighth day absent due to illness or pregnancy. This is an insurance benefit only. Receipt of short-term disability insurance does not provide a GMT employee with additional leave from work nor does it affect the amount of leave an employee is provided.

An employee must provide GMT with medical evidence of a disability prior to receiving compensation and provide periodic medical records, as required by GMT, during the term in which compensation may be paid.

If unused, accrued CTO time is available to an employee prior to a disability, then the employee may choose to receive the difference between the daily amount of disability compensation and his/her regular daily pay until available CTO time is consumed. In order to receive this benefit, the employee must provide GMT with records of all disability compensation.

#### **N. Health Insurance**

GMT provides health insurance to all eligible employees as required by law. In recognition of rising healthcare costs, GMT reserves the right to offer alternative coverage.

If an employee chooses not to enroll in GMT's health insurance plan, and is covered under another health insurance plan, GMT will deposit \$2,000 into a Section 125 Plan. The employee must provide GMT with proof of being covered by another health insurance plan.

#### **O. Dental and Vision Insurance**

GMT provides dental and vision insurance for employees and their eligible dependents. Any items not covered by the insurance plans are at the expense of the employee. Please see the Human Resources for details.

#### **P. Vision Expense Reimbursement**

GMT will reimburse eligible vision expenses of employees up to a limited amount based on a multi-year term. An employee must provide original receipts to receive reimbursement. Please see the Human Resources for details.

## **Q. Life and Accidental Death and Dismemberment (AD&D) Insurance**

GMT provides all full-time employees with \$50,000.00 life and AD&D insurance at no cost to the employee.

## **R. Retirement Plans**

GMT provides employees, at date of hire, the opportunity to arrange payroll deductions of pre-tax contributions to a 457 retirement plan.

After one year of full-time employment, GMT will contribute to a 401(a) plan for each employee who has contributed a GMT-defined percentage of their gross pay to the 457 plan. Please see the Human Resources for details.

Employee contributions are vested immediately and GMT contributions are vested after the employee has completed three years of employment.

## **S. Tuition Reimbursement**

An employee who has completed one year of full-time, continuous, employment is eligible to receive tuition reimbursement. The employee is required to apply at the beginning of each fiscal year and prior to enrollment. Applications should be submitted to the Human Resources Director. The General Manager will decide the amount of tuition expenses to be reimbursed for each employee based on the available funds and the number of approved applications.

Class attendance and completion of assignments should neither interfere with the employee's work performance, nor negatively impact their work schedule.

Reimbursement of expenses will only be provided when the individual course of study or degree-related program of an employee is determined by GMT, in its sole discretion, to be directly related to the employee's present job or to enhance the employee's potential to advance to another GMT position. Each application is considered separately and there is no guarantee that it will be approved.

GMT will reimburse up to 85 percent of tuition expenses, but will not reimburse for books or other non-tuition expenses. Reimbursement will be made to an employee only after the employee provides documentation of completion of each course with a grade of B or above.

## **T. Travel Policy**

### **Introduction Overview**

It is the policy of Green Mountain Transit (GMT) to reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of the company. GMT strongly encourages use of travel discounts when making travel arrangements. Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid

impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken. Business travel policies are aligned with company reimbursement rules. All business-related travel paid with GMT funds must comply with company expenditure policies.

### **Authorization and responsibility**

Staff travel must be authorized and approved by the department manager and Human Resources. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Within two (2) weeks of completion of a trip, the traveler must submit a Travel Expense Reimbursement form and supporting documentation to obtain reimbursement of expenses. An individual may not approve his or her own travel or reimbursement. The Travel Reimbursement form must be signed by the General Manager or the Director of Finance (for travel over \$1,000). Travel and reimbursement for members of the management team must be approved by the general manager or the director of finance (if not for that individual). Designated approval authorities are required to review expenditures and withhold reimbursement if there is reason to believe that the expenditures are inappropriate, extravagant or are not properly substantiated.

### **Personal funds**

Travelers should review reimbursement guidelines before spending personal funds for business travel to determine if such expenses are reimbursable. See the section titled Travel Expenses/Procedures for details.

GMT reserves the right to deny reimbursement of travel-related expenses for failure to comply with policies and procedures. Travelers who use personal funds to facilitate travel arrangements will not be reimbursed until after the trip occurs and proper documentation is submitted.

### **Vacation in conjunction with business travel**

In cases in which vacation time is added to a business trip, any cost variance in airfare, car rental or lodging must be clearly identified on the Travel Request form. GMT will not prepay any personal expenses with the intention of being "repaid" at a later time, nor will any personal expenses be reimbursed.

## **Travel Expenses/Procedures**

### **General information**

All reimbursements require receipt of payment. These receipts must show the details of expenses made, a credit card receipt without the detail receipt is not acceptable.

Requests for reimbursements of travel related expenses are submitted on an Expense Reimbursement form. This form must be accompanied by supporting documentation. These forms must be submitted to the finance department within two (2) weeks after the trip is completed. Expense Reimbursement forms not submitted within this time frame requires exception approval from the General Manager or from the Director of Finance. Reimbursement of travel expenses is based on documentation of

reasonable and actual expenses supported by the original, itemized receipts where required. Reimbursements that may be paid by GMT are shown below.

### **Lodging**

Travelers are expected to obtain the lowest available lodging that reasonably meets business travel needs. Lodging may be prepaid by GMT.

The cost of overnight lodging (room rate and tax only) will be reimbursed to the traveler if the authorized travel is 45 miles or more from the traveler's home or primary worksite. Exceptions to this restriction may be approved in writing by the General Manager or by the Director of Finance. GMT will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. When the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate. Only single room rates are authorized for payment or reimbursement unless the second party is representing the agency in an authorized capacity. If the lodging receipt shows more than a single occupancy, the single room rate must be noted. If reimbursement for more than the single room rate is requested, the name of the second person must be included.

### **Airfare**

Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Airfare may be prepaid by GMT. Travelers are encouraged to book flights at least 30 days in advance to avoid premium airfare pricing. First-class tickets are not reimbursable. Coach class or economy tickets must be purchased for domestic or international flights (defined as flight time totaling less than five consecutive hours excluding layovers). A higher-priced coach ticket cannot be purchased for a subsequent upgrade in seating. A less-than-first-class ticket (i.e., business class) may be purchased at GMT's discretion for domestic or international flights (defined as flight time exceeding five consecutive hours excluding layovers).

If the airfare was not prepaid by the business office, an original itemized airline receipt, an e-ticket receipt/statement or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made. Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Travelers are encouraged to book flights at least 30 days in advance to avoid premium pricing. Coach class or economy tickets must be purchased for domestic or international flights (defined as flight time totaling less than five consecutive hours excluding layovers).

A higher-priced coach ticket cannot be purchased for a subsequent upgrade in seating. A less-than-first-class ticket (i.e., business class) may be purchased at GMT's discretion for domestic or international flights (defined as flight time exceeding five consecutive hours excluding layovers). First-class tickets are not reimbursable.

### **Rail transportation**

GMT will prepay rail transportation provided that the cost does not exceed the cost of the least expensive airfare.

GMT will pay for rail transportation provided that the cost does not exceed the cost of the least expensive airfare. If rail transportation was not prepaid by the business office, an original itemized receipt, original e-ticket receipt/statement or Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

### **Rental vehicles**

Reimbursement for a commercial rental vehicle as a primary mode of transportation is authorized only if the rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible. Vehicle rental at a destination city is reimbursable. Original receipts are required. The employee will need to provide documentation that the rental car was the lower cost alternative to public transit.

GMT authorizes reimbursement for the most economic vehicle available. In certain circumstances, larger vehicles may be rented, with manager approval. The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required. When vehicle rentals are necessary, GMT encourages travelers to purchase collision damage waiver (CDW) and loss damage waiver (LDW) coverage. GMT will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied. Drivers should be aware of the extent of a coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature. Parking fees, tolls and other incidental costs associated with the vehicle use are not covered by the rental agreement. Travelers are strongly encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

### **Company vehicles**

GMT has several vehicles for employee use to travel for business related events. If using one of these vehicles does not create a burden on the Operations, a company vehicle should be used over a personally owned vehicle. Should an employee choose to drive their own vehicle for convenience, reimbursement for travel will not be provided.

### **Automobile (personally owned—domestic travel)**

When traveling out of town, GMT employees may, with approval of their manager, use their personal vehicle for travel. GMT utilizes the GSA mileage reimbursement rate to reimburse employees. The Staff Travel Reimbursement form is required for reimbursement. When possible operationally, a company car may be used for travel.

### **Conference registration fees**

Conference registration fees can be prepaid with a credit card or check through the finance department with a check request. If the conference fee was not prepaid, GMT will reimburse these fees, including business-related banquets or meals that are part of the conference registration. Original receipts to support the payment are required. If the conference does not provide a receipt, then a cancelled check, credit card slip/statement or documentation that the amount was paid is required for reimbursement. A prorated amount for the meals provided must be deducted from the traveler's per

diem.

See Meals (per diem) for more detail. Entertainment activities such as golf outings and sightseeing tours will not be reimbursed. Registration fees paid directly by an individual will not be reimbursed until the conference is completed.

### **Meals**

Per Diem allowances are reimbursable for in-state overnight travel that is 45 miles or more from the traveler's home or primary worksite. Per Diem allowances are applicable for all out-of-state travel that is 45 miles or more from the traveler's home or primary worksite.

GMT per diem rates are based on the U.S. General Services Administration Guidelines (GSA), which vary by city location. In addition to meals these rates include incidental expenses such as laundry, dry cleaning and service tips (e.g., housekeeping or porter tips). Incidental expenses, unless specifically cited in this policy, will not be reimbursed. Per Diem reimbursements are based on departure and return times over the entire 24-hour day and are prorated accordingly.

Travelers are required to follow GMT expenditure policies when requesting reimbursement for business meals. **Original itemized receipts are required.**

### **Business expenses**

Business expenses including faxes, photocopies, Internet charges, data ports and business telephone calls incurred while on travel status, can be reimbursed. Original itemized receipts are required.

### **Parking**

Original receipts are required for parking fees (including airport parking). The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

### **Telephone calls**

The costs of personal telephone calls are the responsibility of the individual.

### **Tolls**

Original receipts are required for tolls.

### **Miscellaneous transportation**

Original receipts are required for taxi, bus, subway, metro, ferry and other modes of transportation.

### **Non-reimbursable Travel Expenses**

The following items that may be associated with business travel will not be reimbursed by GMT:

- Airline club memberships.
- Airline upgrades.
- Business class for domestic flights or first class for all flights.
- Child care, babysitting, house-sitting, or pet-sitting/kennel charges.
- Commuting between home and the primary work location.
- Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion.
- Evening or formal wear expenses.
- Haircuts and personal grooming.

- Laundry and dry cleaning.
- Passports, vaccinations and visas when not required as a specific and necessary condition of the travel assignment.
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and related incidental costs.
- Other expenses not directly related to the business travel.
- Travel for Non-Employees Additional costs for travel, lodging, meal or other travel expenses for spouses or other family members will not be reimbursed.

#### **U. Direct Deposit**

A full-time, non-temporary, employee may receive direct-deposit of paychecks into financial accounts, if s/he provides advance written authorization and a voided check or deposit slip to the Human Resources Director. The employee may change or cancel direct-deposit through written request to the Human Resources Director.

#### **V. Employee Assistance Program (EAP)**

The EAP is a confidential and voluntary program designed to assist an employee, or his/her dependent family members, with personal, family, work stress, or substance abuse problems that may disrupt family life or job performance.

GMT provides fee-free, EAP sessions for employees, and immediate family members. After three sessions, GMT's health insurance plan for employees will provide covered employees with coverage whenever eligible. Please see the Human Resources Director for more EAP information.

Acknowledgment and Receipt

I hereby acknowledge that I have received a copy of the GMT Employee Handbook and had the opportunity to review and ask questions about it. I fully understand the contents of the Handbook and agree to comply with the policies stated therein.

I understand that this Handbook is not intended and shall not be construed as any type of employment guarantee or employment contract. I also understand that this Handbook supersedes any other prior Handbooks, policies or practices, whether written or oral, regarding the same or similar topics and that superseded Handbooks, policies and practices are of no effect whatsoever.

I further understand that GMT reserves the right to add, amend or delete the policies and procedures outlined in this Handbook. I acknowledge that unless my employment is governed by an applicable Collective Bargaining Agreement, or a specific written employment agreement altering or negating the at-will relationship that has been signed by me and GMT, I am employed at the will of GMT, meaning that either I or GMT may terminate employment at any time, with or without cause, and with or without advance notice or satisfaction of any particular procedures or steps.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Dated