

Teamsters Union Local 597
And
Green Mountain Transit
Collective Bargaining Agreement
For Rural Operators



July 1, 2024,
to June 30, 2027

COLLECTIVE BARGAINING AGREEMENT 2024-2027

Whereas it is certified by the Vermont State Labor Board under the results of a certified election that the parties to this Agreement, meet to establish, promote, and foster a labor management relationship that will be enduring and of mutual advantage to the Employer, Operators and the Union.

Therefore, this Agreement as to wages, hours and working conditions is entered into the first day of July 2024 by and between Green Mountain Transit Authority (GMT), hereinafter called Employer, and chauffeurs, teamsters and warehousemen, local No. 597, affiliated with the International Brotherhood of Teamsters, chauffeurs, warehousemen and helpers of America, hereinafter called the Union. This Agreement shall be binding upon both parties hereto, their successors and assigns until terminated or amended as hereinafter provided, and it is further agreed that each and every Operator covered by this Agreement is bound by its terms.

ARTICLE 1: SCOPE OF AGREEMENT

(A) The Union, its members and the Employer agree that the provisions of this Agreement shall be expressly limited to hours, wages and working conditions of the Operators and no provisions hereof shall be construed to restrain the Employer from the full and absolute control of operations and management of its business in all aspects and matters not covered by express terms of this Agreement or by the necessary implications of the expressed terms.

(B) The Employer recognizes the Union as mandated - certified by the State Labor Board (certification date: June 24, 1975) as the sole and exclusive bargaining unit for the full-time rural CDL operators and full-time rural Non-CDL operators.

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

The Employer shall not interfere with the right of operators covered by this Agreement to become members of the Union, and there shall be no discrimination against any such operators because of lawful Union membership. The Union shall fairly represent all operators in the bargaining unit. The Union shall not interfere with the right of operators covered by this Agreement not to become members of the Union, and there shall be no discrimination against any such operators because of such refusal. Applicants for employment for position(s) in the bargaining unit shall be advised by Management of the terms of this section before the time of their hiring. It shall be a condition of this Agreement that:

GMT Rural operator who are members of the Union on the effective date of this Agreement shall remain members of the Union while this contract is in force.

The Union agrees that it will admit to and retain in union membership operators as long as such operators tender the initiation fee and periodic dues uniformly required by membership.

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

- (1) It has no reasonable ground for believing that membership in the union was not available to the Operator on the same terms and conditions generally applicable to other members, or benefits of belonging to the bargaining unit (for part-time members) were denied;
- (2) It has no reasonable grounds for believing that the membership or equivalent fee or periodic dues or fees were in fact paid.

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

(D) No Bargaining Unit members shall be required to work in violation of this Agreement, in accordance with the provisions of Article 6(L) of this Agreement.

(E) After making an appointment with the General Manager, Authorized Agents of the Union shall have access to the Employer's establishment during working hours to investigate working conditions and vehicles. Authorized Agents will also make appointments to inspect current timecards. By permission of the General Manager or ~~their~~ designee, such representative and/or officer may conduct Union business with union members who are on duty. Union meetings will be held in location(s) other than the Employer's premises.

(F) Upon request by the Union or invitation of the Employer, the Union shall have access to the logbooks, other than current timecards, and payroll records of the Employer relating to members of Local #597 covered by this Agreement for the purpose of determining whether the terms of this Agreement are being complied with. The Employer will make such records available within seven days of the Union's request.

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

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

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

The Employer agrees that it will not lock out operators.

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

ARTICLE 2: STEWARDS

(A)The Employer recognizes the right of the Union to designate for the operators one (1) Shop Steward and one (1) Alternate Steward at each location. For purposes of this contract, St. Albans is considered one location and the Berlin is one location. It is understood that all Stewards must be members of the bargaining unit and all have the same authority to represent the Union and unit operators. Disciplinary meetings for operators shall be scheduled through the Steward and such meetings shall not be unreasonably delayed. If for any reason the Steward is unavailable, the Employer may go directly to the Business Agent.

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

- (1) The investigations and presentation of grievances in accordance with the provisions of Article 7.
- (2) The transmission of such messages and information , which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) Have been reduced in writing, or
 - (b) If not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- (3) Stewards may request information or documents for the purposes of fulfilling their legal responsibilities.

The Employer will honor its obligations under Weingarten and Loudermill and Garrity, as applicable.

Meetings will take place in a private office. The Employer shall authorize the union to provide a three-drawer letter size filing cabinet at the union's expense for the stewards to be located in the driver's break room.

The Local Union and the Stewards and affected Employees shall be provided with copies of all disciplinary actions.

- (B) Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Union agrees to cooperate with the Employer to the fullest extent to secure the prompt discontinuance of such unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event any Steward has taken or advised unauthorized strike action, slow-downs or work stoppages.
- (C) Stewards shall be the last to be laid off in the event of a reduction in the work force.
- (D) The Union agrees to furnish the Employer with an up-to-date list of all its officers, business agents, and stewards and to immediately notify the Employer of any and all changes thereto.
- (E) Representation by Stewards, Stewards shall provide representation to covered operators at disciplinary and investigatory meetings at the request of the Operator or Employer. The Employer shall pay one Steward for all time spent in meetings with a minimum two hours pay when meeting is not scheduled continuously with another piece of work. Additional stewards or alternates may participate in meetings off the clock and without pay.

ARTICLE 3: HOURS

(A) FULL TIME HOURS

- (1) Forty (40) hours per week shall constitute the normal work week for all full-time members of the Bargaining Unit for the duration of this Agreement. The work week will start on Monday and end on Sunday. The maximum spread time of any scheduled split shift shall be twelve- and one-half hours (12.5). The maximum spread time of any unscheduled split shift shall be thirteen- and one-half hours (13.5). The maximum voluntary spread time for any voluntary assignment shall be fifteen (15) hours but no drivers shall be required to take an assignment with a spread time in excess of twelve and one half (12.5) hours to satisfy their weekly guarantee. Each full-time Operator shall achieve a minimum of thirty-eight hours (38) to guarantee a full forty (40) hour work week.

In the event that the full-time Operator, through no fault of their own does not achieve the minimum thirty-eight hours (38), they shall be guaranteed a minimum of forty (40) hours pay.

The Maximum spread time for any voluntary assignment shall be fifteen (15) hours. There shall be a minimum of ten (10) hours off the clock between the end and start of work for an employee on all bids created by GMT. However, an employee may accept a work assignment voluntarily that only provides nine (9) hours off the job.

- (2) Operator who has completed their probationary period is considered to be a full-time Operator based upon their offer of employment.
- (3) All authorized hours worked in excess of 40 hours per week, including special work assignments shall be paid for as overtime at one and one-half (1 ½) times the normal rate of pay for the duration of this contract. There will be no overtime on a daily basis. Any unassigned time between a driver's regular assigned runs (i.e., not including extra work/overtime runs) which is less than or equal to one hour, will be paid time excluding unpaid meal breaks per the provisions of this Agreement. Management will not knowingly create a daily schedule to avoid paying this when there is work to be performed closest to the driver's end of bid work.
- (4) Operators utilizing accrued time off according to the provisions of the Agreement shall not be forced to accept work assignments under Article 4 (G) (1). Operators shall be required to work forty (40) hours per week before being paid for overtime, however, accrued Combined Time Off (CTO) utilized in accordance with the provisions of this Agreement, shall be counted as time worked for the calculation

of overtime.

- (5) All buses leaving from the garage that are not in revenue service shall receive a complete circle check and the driver shall be provided fifteen (15) minutes time to complete the check. Operators making a road relief, which is a bus that has been in revenue service and has received its complete circle check earlier in the day, shall conduct an exterior review of the bus to ascertain whether there has been any physical damage and check whether all exterior lights are operable. This exterior review and light check shall be completed within two (2) minutes. The driver who is being relieved shall indicate whether there are any issues regarding the bus that the relieving driver should be made aware.
 - (6) All shifts that require Operator's to refuel and clean a vehicle shall receive a minimum of fifteen (15) minutes of paid time, in addition to deadhead time, to complete these tasks and shall be paid for all time performing such tasks.
- (B) Operators who have regular assignments or who are otherwise called in to work shall be paid for at least two (2) hours work. Any Operator requested to report for additional work on their assigned day off may decline to come in except for emergencies and as provided in article 4(1)(4)(b).
- (C) In the event of an emergency which requires a change in Operator work hours, the Employer shall give advance notice of the change to the Operators concerned - if it is within the Employer's ability to do so under the circumstances. If the Employer, through no fault of its own, is not able to reach the Operator to notify them of a change in work assignment hours due to the emergency, the Operator shall not be entitled to work or pay for work which has been canceled or postponed. An Operator's assigned work hours may be extended to include additional time as is reasonably required to cope with an emergency. For the purpose of this contract, the term "emergency" shall mean a circumstance, which is beyond the control of the Employer or Operator.
- (D) All operators covered under this Agreement shall maintain an updated current address, telephone number, and an operable telephone at their place. The Operations Manager shall be notified within two (2) working days of a change in address or telephone number or of problems resulting in loss of telephone service. The dispatch records will be updated when such changes are received. For the purpose of this section, the term "Operable Telephone" shall include either a landline or cellular phone.
- (E) Each Operator with a regularly assigned work shift with a spread time of six and one half (6.5) or more hours, shall have a minimum of one half (0.5) hour or a maximum of one (1) hour unpaid meal break. Each assigned bid shift with an unpaid lunch break will receive a minimum of five hours pay. Spread time is the cumulative time from the scheduled start of the operator's assigned bid shift until the scheduled end of the assigned bid shift. Any Operator with an assigned work shift with less than six (6) hours will not have an unpaid

meal break. Three (3) minutes prior to their appropriate departure time shall be considered a paid break, unless the Employer requires assistance due to irregular operational needs. Meal breaks shall be scheduled no earlier than three (3) hours into the shift and will be scheduled within sixty (60) minutes either side of the middle of the assigned work shift as the schedule allows. Each regular assignment of seven hours and forty-five minutes (7.75) hours shall have a paid fifteen (15) or thirty (30) minute break. A paid break shall be considered to exist when there is a scheduled period of 15 minutes or greater between the end time of any run and the start time of the subsequent run, or a similar period in between an outbound and inbound run, provided such time is not required to deadhead or perform other activity for the employer. Operators forced on to a run that requires more than six (6) continuous hours of work shall receive a thirty (30) minute unpaid meal break if the Employer has other Operators available and willing to cover such time.

- (F) A scheduling committee made up of GMT's General Manager and/or other managers appointed by the General Manager, and one (1) representative appointed by the Steward and a Steward will meet for the purpose of discussing work schedules, assignments and driver bids at each location.

The employer will use HASTUS (or successor system) to provide blocks of work to the scheduling committee ahead of the first scheduling committee meeting. The Committee will then put the blocks together to create all the daily operator shifts and bids. The committee must assemble at least 60% of the bids, and more when practical. The employer must collaborate with the union to the extent possible when making the bids. The scheduling committee may need additional meetings to assemble the bids until the union and employer representatives on the scheduling committee can reach an agreement. In the event that an agreement isn't reached within three (3) meetings, the steering committee shall discuss any outstanding items during the next five business days.

The remaining operator shifts that have not been assigned to a roster position, will be put together by management in HASTUS (or successor system) for approval by the committee at the next scheduling committee meeting. At this meeting, the committee will review all remaining bids for quality and contract compliance before the bidding process is initiated.

Operators authorized to participate as part of the committee shall be compensated for each meeting attended by receiving a credit of two (2) hours worked. The driver representatives on the committee agree to prepare an agenda for each meeting that lists the topics to be discussed.

If management and Union representatives to the committee reach an agreement to change any practices relating to the subjects being considered, they will be reduced in

writing and implemented unless doing so would violate this Agreement, in which case they will be presented to the Union and Management Negotiating Teams for negotiations prior to implementation.

- (G) A steering committee composed of GMT's management appointed by the General Manager as well as three driver stewards from various bargaining units associated with GMT, shall meet four times per year. Management and the Union agree to discuss subjects affecting workplace protocols/procedures and safety issues, except for those that are mandatory subjects of collective bargaining and specific grievances that are being processed through the Grievance and Arbitration Provisions hereof. Any member of the bargaining unit shall not be precluded from presenting any safety concerns to the employer at any time.

Operators authorized to participate as part of the committee shall be compensated for each meeting attended by receiving a credit of two (2) hours worked if the meeting is not during their normally scheduled shift or continuous with another piece of scheduled work.

If management and Union representatives to the committee reach an agreement to change any practices relating to the subjects being considered, they will be reduced in writing and implemented unless doing so would violate this Agreement, in which case they will be presented to the Union and Management Negotiating Teams for negotiations prior to implementation.

- (H) The Employer agrees that there will be a safety committee at each location consisting of at least two (2) members of the bargaining unit, and the same number of members of management including the GMT Safety and Security Officer. The bargaining unit members of the committee shall be appointed by the steward or the Union. It is agreed that the committee will meet at least once monthly or less frequently as mutually agreed by the members of the committee. If Management and Union representatives to the committee reach an agreement to change any practices relating to the subjects being considered, they will be reduced to writing and referred to the bargaining units for approval unless the change would violate or modify the Agreement. In this case they will be presented to the Union and the Management Negotiating Teams for negotiations prior to implementation.

ARTICLE 4: SENIORITY

(A) DEFINITION OF SENIORITY

Seniority shall be the member's length of service with the Employer without interruption, however, the Employer may recognize previous employment time for the purposes of calculation for CTO upon satisfactory documentation that indicates the previous time of employment was at a minimum of a year of uninterrupted service in length and the Operator resigned from the Employer and was not terminated.

Lay-Offs of less than three (3) years, sickness or accident shall not be deemed an interruption.

Any bargaining unit member who accepts a non-bargaining unit position as dispatcher, supervisor, manager, or director at GMT, and who for any reason decides to return, subject to approval of GMT, to an open position within the bargaining unit within 90 days of starting the non-bargaining unit position, upon their return to the bargaining unit shall be considered to have uninterrupted service and shall be reinstated at their previous level of seniority within the bargaining unit.

(B) PART-TIME OPERATORS

There will be no limit on the seasonal, volunteer workers or Part-time Operators to administer the Non-Emergency Medical Transportation (NEMT) contract.

The Employer may hire no more than fifteen (15) part-time CDL operators at each location for bid work. Upon vacancy of a part-time position(s), the employer will post notice of the opening(s) and give preference to any existing full time CDL driver who wants to transfer to part-time and submits a written request to do so. The employer may allow additional operators to transfer to part-time but may not subsequently reduce the number of remaining full time CDL operator operators without using the current layoff provision.

All Part-time Operators shall work no more than twenty-four (24) hours per week

except under the provision contained in Article 4 (H)(5) (only to avoid a force of a full-time operator). The employer may vary the number of on call positions it offers based upon demand and operational needs. All Part-time Operators shall be subject to layoffs before any Full-time Operator shall be subject to layoffs. No full-time operator will be laid off to accommodate the hiring of a part-time operator.

Part-time Operators shall have no seniority over full-time Operators. If a full-time Operator is hired as a part-time Operator, their seniority does not carryover.

Should a Part-time Operators apply for a full-time position and be hired as a full-time Operator, the new hire date of the affected Operator for purposes of seniority in full-time status and receipt of benefits would be the date at which the Operator starts full-time. At time of hire, as a full-time Operator, the conditions of Section C "Probationary Operators" (below) apply.

(C) PROBATIONARY OPERATORS

Notwithstanding membership in the Union as herein provided, management shall have the right to terminate the employment of probationary operators within ninety calendar days of hiring or within the first 520 hours of work on the job, whichever is the shorter period of time. This initial probationary period may be extended up to an additional thirty (30) days upon mutual agreement by the Employer and the Union. Any probationary Operator may be terminated at any time with or without reason during the probationary period at the sole discretion of the Employer without right of appeal. There will be no accrued time payouts for probationary operators who do not complete the probationary period.

After the probationary period is completed, full-time operators shall acquire their respective seniority and their seniority shall be retroactive to the date of employment as a full-time Operator, less any adjustments. The Steward shall be notified upon the completion of the probationary period of an Operator.

(D) CRIMINAL, DMV, OIG & AHS RECORDS CHECKS

It shall be a condition of this Agreement that:

- Each Operator shall authorize the Employer to conduct a criminal records background check as a condition of employment; such background checks may be conducted whenever deemed appropriate by the Employer during the hiring process or an Operator's initial (new hire) probationary period.

- Each operator shall authorize the Employer to conduct any criminal record check as required by State and Federal regulations on an annual basis.
- Each Operator shall authorize the Employer to review DMV license information annually.

(E) LAYOFF

When it becomes necessary to lay off Operators, preference for continued employment shall be given to qualified and available operators in order of their seniority to the work available.

First, to qualified and available full-time operators in order of their seniority to the work available;

Operators shall be rehired in the inverse order if available.

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

In the event of a layoff, the employer may offer incentives for operators to voluntarily separate. These incentives will be offered to operators in seniority order. The employer will determine the number of severance incentive positions of offer. The employer will provide a minimum of 30 days' notice to operators of the reduction in force. This clause in no way diminishes the employer obligation to engage in effects bargaining.

(F) BIDS

1. Bids will be posted two (2) times per fiscal year and with approval from scheduling committee they may be posted an additional two (2) times. All bids will be posted at least four (4) weeks in advance of effective date. The Employer will let Operators know as soon as possible when the bidding period will start and end, but no later than thirty (30) days prior to bidding, and the effective date of the new bid. A bid guide shall be available for review, in a completed format, by the Operators and Labor Management Committee as soon as it is available and at least fourteen (14) calendar days prior to the beginning of the bidding process, with bid sheets as shall be noted on the bid guide. If the Employer makes any changes that effect the start time, end time, hours or days of the week to any bid prior to the completion of the bid process, a complete rebid shall occur, but such rebid must be completed by the end date of the original posted bid. Each bid shall have a minimum of one (1) off day and the Employer will strive to make as many bids with two off days as practicable. Operators cannot be forced on that one (1) day off. The Employer shall include stand-by trips into work assignments that are included in bids as determined by the scheduling committee.

(1) There shall be at least sixty (60) standby hours in Berlin each week and at least forty (40) standby hours in St. Albans each week. It is understood that Demand Response hours count toward satisfying this requirement. This work shall be assigned by the Employer to cover any type of service operated by GMT including deviations, van specials and fixed route trips.

Weekend work, when included in a bid, shall be included with the goal in mind of having less drivers assigned to work weekend shifts.

(2) The selection of bids shall be in accordance with seniority.

Each operator will have twenty-four hours (24) to complete their bid.

(A) Each Operator shall submit a "Driver Bid Form" which shall include their name, seniority number, driver number, and the number of bid selections equal to their daily bidding position listed in order of preference and signature to be used during the bid process. The Employer shall post the results of all bids chosen.

(B) Any Operator who fails to provide a list of choices will be assigned a run by the Employer.

(C) The Employer shall notify the Operators covered under this Agreement of the bid start date thirty (30) days prior to the first bidding day by posting such notice on the Driver's Bulletin Board. Operators who will be on vacation during the date of bid notification shall be notified by the Employer of the bid start date prior to taking their vacation. Operators who are on an approved leave at the time of the bid posting and are eligible to bid will be notified by telephone of the

date of the bid. If an Operator is on approved leave or vacation and the Operator was properly notified of the start date of the bid, and given an opportunity to leave a written choice of runs, and failed to do so, the Operations Manager shall choose a run as nearly similar as possible to the one chosen by the Operator in the previous bid.

(3) Full-time Operators interested in being assigned additional replacement/overtime work shall so indicate on bid sheets in the designated space.

(A) Operators may change their "yes" or "no" designations at any time up to two times per bid. Such requests for designation change must be formally submitted by the Operator in writing on a form mutually agreed to by the Employer and the Union to the Operations Manager, signed and dated.

(4) For any Operator who is on an approved leave from work during the bid selection process as result of an approved disability claim, an approved workers compensation claim, an unpaid leave of absence per this Agreement, the Family Medical Leave Act or the Vermont Parental and Family Medical Leave Act, they shall not participate in the bid selection process but shall be assigned work upon their return in accordance with the provisions of Section (H) of this Article. Any Operator who has a signed return-to-work letter from their physician with a return-to-work date of less than thirty (30) days after the date the new bid commences, may participate in the bidding process as long as the bid process has not ended.

(5) Full-Time Operators interested in participating in the advance assignment process shall so indicate on bid sheets in the designated space and in the manner prescribed, as follows:

(A) A "yes" will indicate that the Operator is interested in participating in the advance assignment process. Such Operators will be called in seniority order for advance assignment of available work for the upcoming work week.

(B) A "no" will indicate that the Operator is not interested in participating in the advance assignment process.

(C) Operators may change their "yes" or "no" designations before the start of the effective bid, but not more than once between the start date and end date of the term of the bid assignment. Such request for designation must be formally submitted in writing by the Operator to the Operations Manager, signed and dated.

(6) The Employer guarantees to have all full-time operators work forty (40)

hours or be paid for forty (40) hours after they have worked ~~38~~ 38.75 hours per week within the work week. In each bid the employer shall create, at a minimum, 65% of each bid being full paid 40 bids with set schedules. These bids shall not be short of forty bids.

(G) TEMPORARY OPENINGS

Any open bid resulting from a termination of employment or an approved leave under this Agreement shall be offered by seniority first to the next least senior driver on the list until all open bids are filled except job openings less than thirty (30) days shall not result in a rebid. A driver who is returning to duty prior to thirty (30) days before the bid ends, from an approved leave, may reclaim their bid, after one week floating from returning to work, and all other Operators affected from the original rebid shall return to the original bid.

(H) ORDER OF ASSIGNMENT OF REPLACEMENT AND OVERTIME HOURS

This section refers to bus operators and their assignments.

It is understood that to qualify as an offer of work that the specific offer must be made orally or in writing in seniority order. If made in writing it shall be done via a form mutually agreed upon between the company and the union.

After bid work has been assigned, the following five (5) step procedure will be used to replace an absent Operator, an Operator on approved leave and to assign overtime and other available work.

- (1) First, to the most senior available full-time Operators who have work assignments short of 40 hours and next to Part-time Operators who have not reached their cap of 24 hours.
 - (a) Short of Forty (40) Hours Advance: A full-time Operator in this category may, at their discretion, select all or a part of their forty (40) hours for the upcoming week. The Employer shall post the advance work assignments by Wednesday of each week, preceding the new work week. Operators who have indicated in their bid by checking the advance assignment box that they wish to fill their hours in advance, may participate, in seniority order, in this assignment process. An entire split shift can be selected for one day's work assignment.
 - (b) Part-time Operators Advance: A Part-time Operators Operator in this category may, at their discretion, select up to twenty-four (24) hours for the upcoming

week.

- (c) Short of Forty (40) Hours Daily: Full-time Operators who have not participated or filled all of their forty (40) hours in the Advance assignment process shall participate in the daily assignment process.
- (d) Part-time Operators Daily: Part-time Operators who have not reached their twenty-four (24) hour cap shall participate in the daily assignment process.
- (e) Operators who fail to work their assigned bid are ineligible to participate in the short of forty assignment process and any Part-time Operators Operator who fails to work their daily assignment are ineligible to participate in the daily process to recover any loss time.
- (f) Full-Time Operators who are short of forty (40) hours or a Part-time Operators driver who has not reached their twenty-four (24) hour cap, may accept assignments in seniority order until they have reached their respective caps.
- (g) Full-time Operators who are short of forty (40) hours and Part-time Operators who have not reached their twenty-four (24) hours weekly may choose to accept or reject some offers of assignment. However, when a full-time driver becomes the least senior available short of forty (40) hours, they must accept all assignments offered, in the order of the offered assignment, except for operators utilizing accrued time per Article 3, Section (A), and Paragraph (3). Full-Time Operators who are short of forty (40) hours per week must make up the hours if offered the opportunity.

(2) Second, to available full-time Operators who have indicated an interest in overtime work (Note: after Section 1, above, has been fulfilled).

- (a) The Operations Supervisor shall offer work to available Operators, on a voluntary basis, in seniority order.
- (b) Operators who have a regular assignment of forty (40) hours shall be limited to acceptance of no more than a total of twenty (20) overtime hours per week and shall not work more than twelve (12) total hours per day except as provided in Paragraph (c) below. An Operator may work longer than twelve (12) total hours per day or beyond twenty (20) hours per week only upon the approval of the Employer.

There shall be a minimum of ten (10) hours off the job between the end and start of work for an Operator on all bids created by the Employer, and no Operator shall be forced to work with less than ten (10) hours off the job. However, an Operator may accept a work assignment in the daily process that only provides nine (9) hours off the job.

The Employer shall assign available work in such a manner that allows operators to work overtime hours in seniority order until they attain their respective cap.

(c) The Operations Supervisor shall offer assignments in the daily assignment process in such a manner that Operators will not exceed more than twelve and a half (12.5) hours of work in a day.

(3) Third, to available Operators on standby duty.

(4) Fourth, to available Part-Time Operators. operators on reserve duty, per Article 3.

(5) Fifth, involuntary assignment according to seniority.

(a) If no qualified full-time Operator or Part-time Operators accepts work offered under provisions of subsections (1) and (2) above on a voluntary basis, involuntary assignment shall be made in reverse order of seniority to available Part-time Operators and full-time operators in the following manner: (All full-time operators shall receive 2x rate of pay on all involuntary overtime assignments)

- 1) Part-time Operators short of fifteen (15) hours weekly, or a Part-time Operator above fifteen (15) hours weekly who voluntarily elects to accept the work.
- 2) Those operators who have not attained the twelve (12) hour daily cap for two times (2x) their regular rate of pay.
- 3) If the Employer cannot find qualified Operators under (2), then the employer can request volunteers from those Operators who have attained the twelve (12) and twenty (20) hour cap for two times (2x) their regular rate of pay.
- 4) If the Employer cannot find qualified Operators under (3), then the Employer can require involuntary assignment from those Operators who have attained the twelve (12) or twenty (20) hour cap for two times (2x) their regular rate of pay.

An Operator forced under this section shall have the right to request that they be relieved during that assignment when a less senior Operator becomes available. An Operator relieved under this paragraph shall be relieved at Base or at another location deemed appropriate by the Employer. The relief Operator shall then perform the remainder of the assignment. An Operator cannot be forced to work the day prior to their scheduled vacation.

(b) If an assignment is not filled according to Section (5), Paragraph (a) above, an Operator can be assigned to work on their regular day off. An Operator who is assigned to work their regular day off per this paragraph (b), shall be paid at two times (2x's) the Operator's regular hourly rate for the hours worked during such assignment. An Operator forced to work on their day off may work the entire unassigned portion of the assignment if they so choose.

(c) Each full-time operator may submit one (1) No Extra Work request per calendar month and they shall not be eligible for involuntary assignment on this day.

- There will be one no extra work request per month for each driver.
- These requests may not be transferred from driver to driver.
- They must be submitted at least seven calendar days prior to the day that is being requested off and the employer must answer by the end of the next business day whether the day is granted or not.
- There will be at least one request granted per day in St. Albans.
- There will be at least two requests, and three on Saturdays granted per day in Berlin.

The Employer and the Union will explore the feasibility of having qualified operators from the Urban Operator bargaining unit being offered work at the Berlin Terminal prior to an involuntary assignment.

(6) EMERGENCY ASSIGNMENT

- (a) Assignment which must be made within two (2) hours shall be considered "Emergency Assignments" and shall be offered on a seniority basis to those Operators determined by the Director of Operations (or designee) to be readily available; the least senior of the available Operators must accept the assignment, in accordance with the forcing provisions, if it is rejected by the other readily available Operators.
- (b) When an Operator is required to work an emergency assignment, that Operator shall have the right to request that they be relieved during that assignment when a less senior Operator becomes available. The relief Operator shall then perform the remainder of the assignment.

(7) GENERAL ASSIGNMENT ISSUES

- (a) When sufficient time is available, work assignments for replacement and overtime work shall be made by telephone or other means of direct communication according to Sections 1-4 above. Operators who do not respond to telephone calls at the time called shall be understood to be unavailable for work for purposes of order of assignment. If an Operator has a message machine, a message will simply be left that a call was made.
- (b) An Operator who is short of forty (40) hours who requests paid time off (CTO) as provided in Article 5, will not be assigned to work on that day except as provided in Article 4 (H), ~~Section (1), Paragraph (4) (b)~~. In the alternative, an Operator who is short of forty (40) hours may use "unpaid time off" during the week in which they falls short of forty (40) hours, provided they are is not assigned to work in the daily assignment process.
- (c) If the Operations Supervisor shall have made a mistake in assignment

according to the provisions for assignment above and shall have corrected that mistake before the work shall have been performed, then there shall be no compensation provided for lost time by any Operator.

- (d) The employer agrees that there will be a maximum of two deviations withing any 60-minute period on any fixed route whenever possible.

ARTICLE 5: WAGES AND BENEFITS

(A) WAGES

(1)Current wage rates:

Rural Operator Pay will be equal to GMT Urban Operator base pay. The base pay cannot be lowered as a result of this provision.

Premium for operators who are currently PASS Basic Certified by the Community Transportation Association of America (CTAA) is \$.25/hour. Employer shall pay for initial and recertification PASS Basic Online Course. The operator is responsible for enrolling in both initial and recertification training to maintain certification.

(2) Non-CDL Current Wage Rates:

July 1 st 2024	\$25.00
July 1 st 2025	\$25.75
July 1 st 2026	\$26.50

The employer may increase the Non-CDL base pay rates in this section according to the market conditions as long as the increase in base pay for Non-CDL operators does not exceed the base pay for CDL operators minus \$3.00/hour (Example: if the CDL pay rate is \$28.00, the highest pay rate for non-CDL would be \$25.00).

- Bonus

The rural operator bonus will be equal to the urban operator bonus.

(3)Payroll Period

The Payroll period shall run in a two-week cycle from Monday through Sunday. Payroll checks shall be available from the Payroll Clerk by noon on Friday of the following week, except under extenuating circumstances and provided that

the Operator shall have given all necessary payroll information to the Operations Manager or their designee by Monday at 8:00AM. Each Operator shall be provided with a statement of gross earnings and an itemized statement of all deductions for any purpose each week. Accrued CTO time shall be provided on each Operator's payroll check stub.

(4) Operator Leaving Employment

When an Operator leaves the employment of the Employer, they shall be entitled to pay earned during the last payroll week and shall be paid monies due in accordance with FLSA.

(5) Direct Deposit

As an alternative to being paid by payroll check, an Operator may elect to be paid by direct deposit (from the Employer to the Operator's personal bank account).

(6) Longevity Pay

Operators who have been with the company at least 15 years or who were hired in 2007 or prior, shall receive an annual longevity pay bonus of Fifteen Hundred (\$1500) in the third week of June, if still an operator.

(B) BENEFITS

The benefits described in this section shall be available to full-time Operators of GMT.

(1) Health Insurance

- (a) The Employer shall offer a default Allegiant Care Plan that was offered in the previous CBA (Cigna NGA7B) and a secondary Allegiant Care plan (Cigna NGA4B) at the employees' discretion starting as soon as Allegiant Care allows enrollment. GMT will pay the Employer's portion for the existing two-person and family plans on the first of the month following the execution of the agreement. Retroactive insurance reimbursements will not include employer retirement match.

The Employer shall provide 100% paid health insurance coverage through either Allegiant Care plan option at all tiers of coverage.

- (b) In recognition of rising medical costs, the Employer or Union may request a union meeting where cost containment proposal(s) of mutual benefit to the Employer and Operator will be presented. The union and the employer agree that the premiums shall rise no more than 6% in any given insurance year.
- (c) For any Operator who is eligible for the health insurance plan noted herein and elects to forego coverage in said health insurance plan, Employer shall pay Five Thousand (\$5,000) per year, to be split into 26 payments and added to the operator's paycheck.
- (d) In addition to the members of the bargaining unit, non-bargaining unit GMT employees will have the option of being covered by the same Allegiant Care plans offered to GMT bargaining unit employees.

(2)Dental and Vision Benefits

The Employer shall provide dental and vision coverage to full-time Employees. Additionally, the Employer shall reimburse each Employee for any additional vision or dental expenses incurred by the Employee or a family member during the term of the contract, up to a maximum limiting amount of Five Hundred (500) per Employee, during the life of the Agreement. The benefit is retained if not used and can be used at a later time. The Employee shall be reimbursed upon receipt of a receipt.

(3)Life Insurance

The Employer shall provide life insurance for full-time Operators in the amount of fifty thousand dollars (\$50,000), including Accidental Death and Dismemberment Insurance through Allegiant Care or Employer choice.

For Operators 70 years of age and older, the life insurance amount is based on what the carrier policy provides.

(4)Combined Time Off (CTO)

1. Each Full-Time Operator shall earn CTO per pay period at a rate based on years of service. Time shall be accrued from date of hire as described in Article 4. Operators who have successfully completed their probationary period will be eligible to use CTO.

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

In April, the Employer will post a schedule of vacation openings for the period July 1 - June 30. Operators may bid for posted time slots on a seniority basis within sixty (60) days of vacation posting, for all or part of CTO they will have accrued through the month of June. It shall be mandatory that each Full-Time Operator with six years of service or more bid a minimum of two (2) weeks either as full weeks or single days or maximum of the allotted time listed below. Employees will first bid upon full weeks and at the conclusion of the bidding process shall be allowed one week to bid upon single days and religious holidays.

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

The Employer shall allow a minimum of two (2) vacation slots each week. If the employer has no full-time operators on leave, or has a proportional number of actively employed Part-time Operators to cover operators on leave, the employer shall offer an additional one (1) vacation slot for operators to select on a weekly or daily basis, outside of the vacation bidding process.

Thereafter, vacations shall be scheduled by management on a first-come, first-served basis for available time slot openings.

The Employer will schedule as many summer vacation bids as possible.

When utilizing CTO, operators must use enough CTO to reach 40 hours per work week.

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

Operators shall contact the on-duty Supervisor, giving a minimum two (2) hours' notice before start of assigned work if calling out (booking of).

Any accumulated CTO not used will be rolled over into the following fiscal year up to a maximum of three hundred sixty (360) hours. Any CTO accrual balances exceeding three hundred sixty (360) hours as of June 30 of each year shall be paid out to the employee in the first pay period of August.

Current employees who exceed the CTO maximums above as of the date of ratification of this agreement shall be exempt from the maximum accruals.

When an Operator leaves the Employment of the Employer, for any reason other than dishonesty, they ~~s/he~~ will be paid for all unused CTO accrued.

Employees may use CTO time to supplement Workers Compensation up to 90% of their normal earnings or as provided by law.

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

The following will be recognized as holidays for full-time operators.

- New Year's Day
- July 4th
- Thanksgiving Day
- Veteran's Day
- Memorial Day
- Labor Day
- Christmas Day
- Juneteenth

Any work forced on a holiday will be paid at two times (2x) the normal rate of pay and the operator shall retain their eight (8) hours of CTO designated for the holiday above regardless of the time worked.

To qualify for CTO pay, an Operator must have worked their scheduled workday preceding and following the listed holiday unless excused for sickness, injury, vacation or approved personal leave in which case the Operator must have worked within thirty (30) days of the holiday to qualify.

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

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

At the employee's sole discretion all accrued CTO hours greater than twenty-four (24) may be cashed out and/or contributed to an employee's retirement account or any combination thereof as designated by the employee. This must be performed within the first fiscal year of the agreement. Employees shall provide notice to company of one-time election to exercise one-time cash out on or before May 30th, 2025 to be cashed out no later than the final pay period of Fiscal Year 2025.

(5) Bereavement Pay

In the event of a death in the family:

- (a) Father, mother, wife, husband, brother, sister, son, daughter, step-parents, step-children, step-brother, step-sister, grandparents. An Operator who has completed probation shall be entitled to a maximum of five (5) days off with pay at the time of death or funeral;
- (b) In-laws, father, mother, sister, brother, grandparents. A full-time Operator who has completed probation shall be entitled to a maximum of three (3) workdays off with pay at the time of the death or funeral;
- (c) Unpaid leave of absence (per Section (7) below) shall be granted upon request for death of an Operator's parent, spouse or child.
- (d) In the event of a death of a non-immediate family member (aunts, uncles, cousins), an Operator shall receive one (1) day off without pay. Operators may use CTO to cover this absence if they choose.

(6) Retirement Plan

- (a) The Employer's retirement plan is composed of Employer and Operator contributions under the conditions noted below. An Operator must have

completed a minimum of one (1) year of continuous service (at least one thousand (1,000) hours of service) with the Employer before becoming eligible to participate in the Employer contributions portion of the plan.

For participating Operators who currently have less than ten (10) consecutive years of service to receive Employer contributions of five percent (5%), an Operator must contribute a minimum of three percent (3%) of their eligible gross earnings per quarter of the fiscal year via payroll deduction into a 457 Program.

For participating Operators who have attained ten (10) consecutive years of service to receive Employer contributions of seven percent (7%) of an Operator's eligible gross earnings into a 401(a) Plan, an Operator must contribute a minimum of five percent (5%) of their eligible gross earnings per quarter of the fiscal year via payroll deduction into a 457 Program.

All employees who contribute less than 3% of their eligible gross earnings shall receive a 2% employer contribution.

Operator contributions shall be vested immediately, and Employer contributions shall be vested after three (3) years of service, measured from the Operator's date of hire.

This article is intended to be identical to the similarly named article in the GMATA Urban Operator's Agreement. Any Changes to the Retirement Plan provisions of the GMATA Urban Operator's Collective bargaining agreement shall automatically be incorporated into this agreement.

(7) Unpaid Leave of Absence

- (a) An Unpaid Leave of Absence may be granted to an Operator who has exhausted their available leave time under the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Law, or at the complete discretion of the Employer.
- (b) An Operator desiring a leave of absence must submit a written request and secure written permission for such leave from the Employer. This

permission shall be in triplicate, one copy to be retained by the Employer, one by the Operator, and a third copy shall be on file at the Union office. Failure to comply with this provision shall result in complete loss of seniority rights of the Operator involved.

- (c) During the period of absence, the Operator shall not engage in gainful employment. The maximum leave of absence shall be limited to thirty (30) days except in extenuating circumstances, and for which permission by Employer is given. Failure to immediately report to work at the expiration of such leave shall be considered resignation.
- (d) No Operator shall accrue seniority, and/or CTO time while on unpaid leave of absence.
- (e) Any accrued time the Operator may have at the time of the unpaid leave of absence shall be applied as pay until existing accrued time is exhausted unless approved by the Employer. Operators on leave due to death of Operator's Parent, Spouse or Child shall be allowed, at a minimum, to leave 24 hours of CTO.
- (f) After twelve (12) weeks of continuous absence under this section, all benefits provided under this Agreement will cease, except as required by the benefit continuation law (COBRA).

(8) National Guard or Reserve Duty

- (a) If a full-time Operator is required to attend mandatory summer encampment for National Guard or Reserve Duty, the Employer will pay the difference between what the Operator receives in military pay and what they receives in Employer pay if the amount paid by the Employer is the greater amount, for a period not to exceed ten (10) working days (80 hours) a year. For Operators who have not completed probation, their probationary period would be extended by the length of absence. Employer contributions to fringe benefits shall extend through periods of mandatory duty, not to exceed ten (10) days of summer encampment in a given year. An Operator requesting reimbursement in wages must present their Military Pay Voucher to show evidence of military reserve earnings and duty time in order for the Employer to make up the difference.
- (b) Any Operator called for military service shall, upon completion of such service, be returned to their job classification, provided that they are physically and mentally fit to perform the duties of the job, without loss of seniority.

(9) Jury Duty and Duty as Witness for the Employer

- (a) If a full-time Operator is called for jury duty, the Employer will pay for the Operator's lost wages. An Operator requesting reimbursement in wages must show evidence from the Court to show jury duty time in order for the Employer to pay lost wages.
- (b) If an Operator is a witness for the Employer in any court or administrative proceeding in which the Employer is a party, such Operator shall be compensated at the regular rate of pay. No Operator shall be paid less than their normal weekly compensation as a result of such duty as a witness. Work and/or such witness duty beyond forty hours per week shall be compensated at time and half.

(10) Time Off for Official Union Business:

The Employer agrees to grant necessary and reasonable time off, without pay and without discrimination or loss of seniority rights, to any Operator designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. In making the request for time off for Union activities, due consideration shall be given to the number of Operators affected so there will be no interruption of the Employer's operations. There will be no more than one (1) member absent at one time for daily Union activities.

The Employer agrees to grant the necessary time off without loss of seniority to any employee who is appointed or elected to a full-time paid Union representative position. This is not subject to the above one member maximum.

(11) Worker's Compensation:

The Employer shall carry workers' compensation insurance as prescribed by law. All benefits (other than workers' compensation benefits as prescribed by law) shall continue during the term of leave for which workers' compensation is paid, for a period not to exceed twelve (12) months, thereafter, the operator shall be responsible for payment of one hundred percent (100%) of the premium costs for all insurance plans provided under this Agreement. Said payment must be provided on a monthly basis as provided by the Employer.

Also after this twelve (12) month period, Operator shall not accrue CTO or time toward step pay increases. An Operator must give a status report to the Director of Human Resources or their designee after every scheduled doctor's appointment by phone, and provide copies of physician reports as may become available.

(12) Short-Term Disability Insurance:

- (a) Full-time Operators are eligible for six (6) months Disability Leave and the Employer shall carry short-term Disability Insurance for full-time operators for that time period. Operators must furnish the Employer evidence of disability from medical examination(s) prior to receiving such compensation and furnish periodic medical records, as may be required by the Employer during the term for which such insurance may be paid. Such evidence of a disability shall also indicate the length of time the Operator will be absent from work.
- (b) If CTO time has been accrued by the Operator prior to the disability, the Operator may elect to receive the difference between the daily amount of short-term disability insurance paid and the Operator's regular daily pay until all accrued CTO pay shall have been used. In order to receive such benefit, the Operator must furnish records to the Employer of all disability insurance payments for the period.
- (c) No Operator shall accrue seniority, and or CTO time while absent for disability. Health, life, dental, prescription drug, and eyeglass insurances shall continue in effect for up to six (6) months of disability leave. After six (6) continuous months of absence on disability leave, all benefits will cease.

(13) Other Voluntary Payroll Deductions:

The Employer shall make available to Operators a payroll deduction option for any of the following:

- (a) Voluntary deduction for special Union fund ;
- (b) Voluntary contributions to any bank or credit union;
- (c) Drive Authorization and Deduction:

The Employer agrees to deduct from the paycheck of all Operators covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Operator that are to be deducted from their paycheck on a weekly basis for all weeks worked, supplying to the Employer copies of the Operator-signed authorizations. The phrase "weeks worked" excludes any week other than a week in which the Operator earned a wage.

The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Operator on whose behalf a deduction is made, the Operator's Social Security number and the amount deducted from the

Operator's paycheck. The International Brotherhood of Teamsters (IBT) shall reimburse the Employer annually for the Employer's actual cost.

(14) Long Term Disability Insurance:

- (a) Operators shall receive Employer paid long term disability insurance after one year of service.

(15) Uniforms:

Uniforms shall be selected by the Employer and furnished to all Operators. If an article of clothing is a mandated part of the uniform, it will be provided by the Employer, except for shoes. Additionally, the employer agrees to offer uniform items which are suitable to the gender of the driver. This shall include uniform items that are sized specifically for females.

The cleaning of these uniforms is the responsibility of the Operator. The uniforms shall remain the property of the Employer. When uniforms are issued, each Operator shall sign a receipt assuming full financial responsibility for said uniform. Any part of the uniform that is lost or willfully destroyed shall be paid for by the Operator responsible through payroll deduction.

Upon termination, the entire uniform shall be returned. The cost of missing articles shall be deducted from the Operator's final paycheck.

After an Operator has been issued a uniform, it is mandatory that this uniform be worn at all times when the Operator is on duty for the Employer.

Proper uniform attire shall be prescribed and posted by the General Manager or their designee. Failure to wear the uniform in the prescribed manner shall result in the Operator being subject to discipline per the discipline provision of this Agreement provided that the employer has provided sufficient uniform items.

Employees may choose to wear their own pants, shorts, or skirts. They must be clean and free of rips, holes, and stains. They may not have political statements or profanity. Pants and shorts should be chino pants/khakis or jeans. Skirts must be approximately knee length.

A full-time new Operator may request up to the following amounts of uniform items upon being hired:

- Six (6) long sleeveshirts;
- Five (5) pairs of pants;
- Four (4) pairs of shorts;
- Six (6) short sleeve t-shirts (which shall not be polo shirts);
- One (1) baseball and one (1) winter cap (optional by choice of Operator)
- One (1) Safety vests

Full-time Operators may request up to the following amounts of uniform items every three (3) years:

- One (1) rain jacket;
- One (1) winter jacket;
- One (1) fleece vest or quarter zip pullover.

Operators shall receive up to one hundred fifty (\$150) per year for shoe reimbursement upon receipt of invoice for slip resistant shoes that conform to the uniform standards.

Operators may request additional shirts (long and short sleeve), pants and shorts, as needed from the Employer. The Employer shall provide replacement of uniform items that are worn or damaged, provided that the Operator returns such worn or damaged uniform items to the Employer.

Further additional uniform items beyond those required to be provided by the Employer under the terms of this Agreement can be obtained from the Employer at the Operator's cost.

No open-toed shoes are permitted.

The Employer shall order summer uniforms by May 15th of each year and Winter uniform items shall be ordered by October 1st of each year.

(14) Retroactivity:

In all places where the CBA indicates parity with Drivers working under the Urban Operators Agreement, the Rural Operators will also benefit from any retroactivity provisions associated with the specified contract articles including Base Wages, Bonuses and Retirement.

ARTICLE 6: GENERAL PROVISION

The Employer agrees that, in the absence of an emergency, reasonably requiring such action, no work presently being done by members of the Bargaining Unit shall be subcontracted if such subcontracting would cause any members to be laid off.

The Employer shall not enter into any agreement or contract with members of the Bargaining Unit, individually or collectively, or with any officer or representative of the Union, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement or contract shall be null and void. The Employer and the Union may, from time to time, write memoranda of understanding that further clarify the intent of a specific provision of this Agreement. Such Memoranda of Understanding are only valid and enforceable if signed by both the General Manager and the Union. All Memoranda of Understanding will be posted by the Employer.

The Union agrees that the Employer may make and enforce any reasonable shop rules which do not conflict with the provisions of this Agreement.

(A) Discipline & Discharge

2. No covered Operator who has successfully completed their probationary period and become a regular Operator shall be subject to the imposition of discipline without just cause. The Employer shall typically follow progressive discipline as follows:
 - First offense - maximum of written verbal warning
 - Second offense - maximum of written warning
 - Third offense - maximum of short suspension (0 to 3 days).
 - Fourth offense - maximum of long suspension (2 to 5 days).
 - Fifth offense - maximum of termination.

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

However, as to the second track (all other offenses), the Employer may bypass one or more steps of the progressive disciplinary track if and only if warranted by the severity of a single offense. In any grievance or arbitration proceeding resulting from the imposition of any discipline, consideration shall be given to whether there is just cause for the imposition of any discipline and whether the degree of disciplinary response is appropriate under the facts

and circumstances. Probationary operators shall not be subject to either the just cause or the progressive disciplinary standards.–Discipline will be imposed within eighteen business (18) days of the date that management became aware of the event prompting the discipline, unless additional time is reasonably necessary for management to investigate the event. The patterns and practices under any prior agreement with respect to the imposition of discipline shall not be controlling on this Agreement, which shall be applied according to its plain meaning. The employer agrees that they shall meet the affected employee when issuing discipline when possible to do so.

This agreement establishes a duty to inform members of the bargaining unit personally, when possible, and in writing when they are being issued discipline. Personally, shall mean IN PERSON and not left in a mailbox or sent to an email address, so that The Employer can prove that the employee was made aware of previous infractions.

3. The Employer may bypass steps in the following areas:
 - a) An offense referenced in Article 8 (A)
 - b) Failure to follow a management directive/gross insubordination
 - c) General and Sexual Harassment Policy as included in the GMT Employee Handbook.
 - d) Theft of property owned by the company, operators or the general public
 - e) Falsification of Employer's records
 - f) Violation of Employer drug and alcohol policy
 - g) Gross negligence
 - h) Intentional defacement, damage or destruction of the Employer's property, property belonging to another operator, property of a member of the general public.

Employees must achieve forty (40) weekly combined hours of timed worked and/or combined time off (CTO) unless they are on another approved leave of absence as included in this agreement. Failure to comply shall result in progressive discipline pursuant to this agreement except for employees who have less than one year of service with the company.

Pursuant to Article 5(4)(1) of this agreement, when utilizing CTO, operators must use enough CTO to reach 40 hours per work week. This language applies to operators who have a scheduled weekly bid that pays between thirty-eight (38) and forty (40) hours when they use CTO. However, operators who work their full scheduled weekly bid that pays between thirty-eight (38) and forty (40) hours shall be guaranteed 40 hours of pay pursuant to Article 3(A)(1) and shall not be subject to the forty (40) weekly combined hours provision in the paragraph above.

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

4. Late for duty assignment: The 1st offense of late for duty in a twelve (12) month period of ten (10) minutes or less will be addressed by a performance improvement plan. 1st offense of more than ten (10) minutes will result in Driver entering the progressive disciplinary process. Subsequent instances of being late for duty will result in the driver entering the progressive disciplinary process. Consideration will be given for unforeseen circumstances beyond the driver's control. Discipline for late for duty assignments shall not be combined with other offenses

to increase the level of allowable disciplinary response.

5. Prior to implementing any suspension or discharge, the Employer will provide the Operator Loudermill and Weingarten rights and Garrity rights, as applicable.
6. With the exception of warnings/suspensions concerning violations of the Employer's harassment policy, which shall not be removed, written warnings shall be removed from the Operator's personnel file after twelve (12) consecutive months after that discipline is imposed, and suspension shall be removed eighteen (18) months after that discipline is imposed. This record shall be removed from electronic records as well, to the extent possible.
7. Anonymous passenger or public complaints shall not be used as the sole basis for disciplinary actions against an Operator. If the Employer views the video in direct connection with an anonymous complaint and discovers additional violations not directly related to the complaint, the Employer shall only consider a violation included in the complaint and have cause for discipline as outlined in Article 6 (A) above. To the extent possible, the Employer shall record the name and phone number of each complainant. No customer complaint will be made a part of an Operator's personnel file unless and until discipline is imposed. Review of initial video will be done by managers, supervisors, or dispatchers, and no employee shall have access to video without a manager, supervisor, or dispatcher present.

Additionally, the complaint shall be presented to the Operator for comment. The Operator's response to the complaint shall also be part of the personnel file if there is a placement in the personnel file. Letters of compliment shall also be shown to the Operator and made part of the personnel file. Operators may examine the contents of their personnel file upon making a request of Human Resources at a reasonable time.

8. The reasons for discipline must be established by the clear and convincing evidence standard. Discipline shall be rationally related to the severity/frequency of the offense(s).
9. The Employer provides video surveillance on its buses and facilities for the safety of the Operators, its' passengers and as part of its risk management strategies. Video surveillance used in a disciplinary proceeding against an Operator shall result from a complaint, direct observation by the Employer or accident. Video footage used in a disciplinary proceeding must be directly related to the event that prompted the Employer to review the video.
10. The employer agrees operators may remove from a vehicle performing fixed route service any passenger where there is clear and convincing evidence they are smoking or vaping during the ride. The passenger may be removed at the next bus stop. Operators may not remove someone for smelling of smoke, even if they just smoked or vaped prior to entering the vehicle. Removal from on demand transit will require approval from the supervisor to determine a safe location to drop off the passenger. Any removals under this section will require the filing of an incident report with a supervisor or manager within 48 hours. All relevant information related to this policy will be posted on the buses, and announcements will be made at the transit center.
11. If the employer receives a complaint, anonymous or otherwise, and the employer determines it is appropriate to act on that complaint, the employer will discuss the complaint with the employee as soon as reasonably possible under the circumstances. The employee is entitled

to representation by the Shop Steward or Union Business Agent at any meeting called for the purpose of reviewing the complaint. The Employee's response to the complaint will be placed in the Employee's personnel file if disciplinary action is taken based on the complaint. If there is video evidence related to a complaint the company chooses to act on, the employee will be given the opportunity to review the video evidence prior to any meeting called for the purpose of reviewing the complaint with the employee. Additionally, employees who submit incident reports will be allowed to be present for the initial review of the footage of any complaint that they submit so long as the video can be viewed within 24 hours of the company receiving the incident report or the video has not been requested by law enforcement.

(B) Safety

It shall be the duty of the Employer to make every reasonable effort to provide safe work site conditions as provided by State VOSHA, D.M.V. and Federal OSHA regulations. Any alleged violation of safe work site conditions shall be processed pursuant to VOSHA/OSHA regulations. No driver will violate any traffic laws while operating a company vehicle.

The employer agrees that all employees should first prioritize their own safety when navigating dangerous situations with passengers and/or members of the public. No employee should physically engage with members of the public except in their own self-defense when physical contact is initiated by another. If a supervisor is present, the supervisor will attempt to defuse situations and not the operator. If a supervisor is not present, the operator may contact law enforcement when a member of the public is violent or threatens violence with no recourse for discipline. Operators will not be required to enforce the code of conduct at transit centers, to include attempting compliance from individuals unwilling to leave transit center bathrooms or property. The employer agrees to work with local police departments on proactive presence at all transit centers and enforcement of no trespass orders. The employer will work with the Safety Committee to develop and implement procedures focused on ensuring the safety of operators.

(C) Traffic Violations

No Operator shall be required to exceed the posted speed limit to meet any of the Employer's schedules.

It shall be the operator's responsibility to advise the employer of any traffic violations once a calendar year.

(D) Display

The Employer agrees to provide a suitable place in any break room used by union members for the showing of information of interest to the members of the Union,

including a copy of this Agreement, posting of bids, and bulletins or letters to and for the Operators.

(E) Medical Examinations

1. Every Operator shall be physically qualified to perform the duties required of them, such qualifications to be determined by medical examinations conducted by either the Operator's primary care physician at the Operator's expense or an Employer assigned doctor paid for by the Employer as determined by the Employer.
2. The Employer may conduct such pre-employment, "reasonable cause" (known as probable cause under Vermont State Statutes), post-accident and random drug or alcohol tests as may be required by federal or state law, and may take disciplinary or corrective action consistent with federal and state law (federal law where it supersedes state law), provided that procedures shall be in accordance with provisions of Attachment D.

(F) Work by Management

No management personnel shall routinely perform work ordinarily performed by members of the bargaining unit except for purposes of instruction, testing equipment, or emergencies.

The employer shall have a dispatcher or supervisor on duty or on call at all times that the buses are in revenue service, including weekends. For on call coverage, the dispatcher or supervisor may be part of GMT's urban operations. In the event that an operator needs assistance with removing a passenger or denying service when a dispatcher or supervisor is on call, the operator must attempt to contact the dispatcher or supervisor on call before taking action. If the operator is unable to reach the on call dispatcher or supervisor after two phone call attempts, the operator may independently make a determination on removing the passenger, denying service, and/or contacting law enforcement with no disciplinary recourse.

(G) Readiness for Work

Every Operator shall be expected to report for work on time and shall be dressed and ready to start work at the beginning of their shift.

(H) Meetings/ Trainings

All members of the Bargaining Unit shall be required to attend Employer-sponsored meetings or trainings as determined necessary and scheduled by the Employer, which shall be considered working time. If an Operator is called in to work to attend a meeting

or training, such Operator shall be guaranteed a minimum of two (2) hours of pay for such meeting. If an Operator is called in to work to attend a meeting or training on their scheduled day off, such Operator shall be paid at the double-time rate for at least a minimum of two-(2) hours.

(I) CDL Requirement

Each Operator covered in this Agreement shall maintain a valid Class B Commercial Driver's License with Passenger Endorsement. New Operators hired on or after the effective date of this Agreement must obtain a Class B Commercial Driver License within (thirty) 30 days to remain within the employ of the Employer, provided however that Motor Vehicle regulations do not make provisions for a longer grace period or that the DMV makes such tests available during the thirty (30) day period. The Employer and the Union will provide information to Operators concerning classes they may attend to prepare for exam(s) which may be required under state/federal law in order to obtain such license. Such exams shall be taken and licenses obtained on the Operator's time. Any and all expenses related to the acquisition and maintenance of such license shall be borne by the Operator, including requirements by the Employer's insurance carrier to maintain an Operator's employment. Failure to obtain and maintain such license shall result in unpaid leave of absence or termination of employment. If an Operator is granted an unpaid leave of absence, they may return to work only if they have re-obtained a valid Class B Commercial Driver's License within the term of the leave of absence.

(J) Accidents/Incidents

All accidents and incidents must be reported from the scene if possible. An accident in this context shall mean a collision between Employer owned equipment and other property and/or persons, or an incident resulting in personal injury or property damage. Accidents and incidents must then be fully, properly, and completely reported by the Operator or Operators involved, upon the report forms provided by the Employer.

When investigating personal injuries, the company will endeavor to verify with the driver the correct time and date of the occurrence of the personal injury prior to reviewing the video. If the employer is unable to locate the injury on the video surveillance at and around the approximate time indicated by the driver, the employer shall look at the driver's video for the entire day. If the employer is still unable to find the injury, then the Employer may look at the driver's video starting with the day before the date reported and the day after the date reported and progressively working forward and backward up to three days or until the injury is found at which point the video review will reach its conclusion. If the employer views the video in direct connection with a report of injury and discovers additional violations that would be subject to discipline under the terms of the agreement the employer will be entitled to investigate

and may have cause for discipline for any violations which constitute disciplinable behavior under the collective bargaining agreement, whether or not it was related to the initial report.

Such reports shall be prepared and delivered to the Employer during the day on which the accident or incident took place, if possible, but no later than twenty-four (24) hours after the accident/ incident took place, excluding holidays or weekends. Failure to comply may result in disciplinary action. However, such a report shall be considered a compelled report and not a voluntary statement. Any Operator involved in two (2) preventable accidents in any twelve (12) months period shall participate in driving instruction (the course to be specific to the accidents and paid for by the Employer) and the time spent participating in such instruction shall be paid. Any Operator involved in three (3) preventable accidents in any twelve (12) month period may be terminated. An Operator charged with a preventable accident shall be afforded the opportunity to present mitigating circumstances to the Director of Operations for their consideration. Mitigating circumstances shall include but not be limited to construction zones, extreme weather conditions, or other unusual circumstances. Operators shall be entitled to have a Union steward present in the presentation of mitigating circumstances. Action under Section J. shall not be combined with any other type of matter referenced in this Article.

Operators who complete a full fiscal year actually driving with no preventable accidents charged to their record shall receive a safety bonus in the amount of three hundred dollars fifty (\$350). Operators who are out of work for any reason in excess of thirty (30) consecutive days and complete the remainder of the year actually driving with no preventable accidents charged to their record shall receive a prorated safety bonus for the time actually driving. Accidents resulting in less than \$1500 in damages that do not result in any injuries or damage to non-GMT property will not be recorded as a preventable accident provided it is the first charged preventable accident within one year. However, driver will not be eligible for the full-time safety bonus. The cost estimate of the damage shall be determined exclusively by the Employer.

(K) Emergencies

The Employer may take reasonable action necessary to carry out the purposes of the Employer which may arise in emergency situations, i.e. circumstances of a critical nature calling for immediate action to protect the public interest.

(L) Unsafe Operation

No Operator shall be required to operate any piece of equipment owned by the Employer that is unsafe. Operators must fill out and turn in daily defect reports, which shall include but not be limited to any problems associated with mirrors, horns, speedometers, defrosters, windshield washers, brakes, heating, air conditioning and special equipment for people with disabilities, including wheelchair lifts. Operators

shall notify, by the most immediate means available the on-duty Supervisor of any failure of a lift to operate in service and inform the disabled patron of approximate arrival time of back-up equipment, if available. It will be the responsibility of the Employer to repair such defects in a timely fashion. Any defect which is not corrected by the Employer in a timely fashion and which creates a danger to the Operator, shall be reported to the Steward, who shall report the defect to the Director of Operations as a grievance.

The Employer shall provide DVIR books that include thirty (30) days of DVIR's. These books shall stay in the assigned vehicle unless there is an identified defect in which case the DVIR's book shall be given to the Maintenance Forman or mechanic on duty or Operations Manager in St. Albans.

The Foreman or mechanic shall authorize the bus for revenue service if the defect is repaired and/or determined to not be safety related and place the DVIR book back in the vehicle. If the defect is determined to be safety related and/or cannot be repaired the Foreman or mechanic on duty shall remove the bus from service and keep the DVIR book until they authorize the vehicle for revenue service, at which time they will put the DVIR book back in the vehicle.

Operators shall, upon request, be allowed to immediately review previous days' defect reports for any vehicle which they are assigned to operate.

(M) Special Trips

If all operators decline a special trip, the Employer shall have the right to assign the work to the least senior driver for two times (2x) their regular rate of pay. The Employer shall reimburse the cost of meals and rooms for all special trips on overnight trips away from the Terminal.

(N) Perfect Attendance Bonus

For perfect attendance an Operator shall receive one hundred and fifty dollars (\$150) per quarter. Days out of work for planned and approved CTO, Jury Duty, Bereavement and military, holidays and FMLA will count as attendance days. Time away from work because of unplanned CTO days, workers' compensation, short-term disability leave, and unpaid leave of absence count as not having a perfect attendance.

(O) Restroom and First Aid

The Employer will arrange for adequate restrooms and first aid equipment to be used by Operators on all routes and shall take reasonable steps to ensure their sanitary

condition for facilities that are under its control. Any other restroom on an Operator's route may be used in an emergency situation provided that the Operator adheres to company policy and can safely park their vehicle. The Employer shall make a reasonable effort to arrange for restroom facilities at the terminus of commuter routes.

(P) Diversity

Operators shall have the right of their own choosing to practice their faith or religion at work provided that it does not interrupt the operator's duties or be in conflict with company policies. Operators may redeem CTO to celebrate a holiday of their faith or religion. However, if the proposed date for such usage has already been allocated for use by other operators on the basis of existing first come first served protocols for available time slots, such request may be denied by Employer for this reason.

(Q) Facility Conditions

The Employer shall furnish to each of their employee's employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to their employees. If the employer acquires electric buses at any of the terminals that they service, the employer agrees to negotiate terms and conditions of employment with Operators regarding the operation, charging, and cleaning of these electric buses.

(R) Equipment

The Employer shall require that there be a camera and monitor installed for the use of the driver on all new buses ordered after the ratification of this Agreement as available by the manufacturer. Rear vision cameras are not considered a primary safety component and do not replace the need for proper mirror usage. Inoperable cameras and monitors will be repaired as quickly as reasonably possible, but buses will not be removed from revenue service solely based upon an inoperable rear vision camera. The safety committee will review the best camera and monitor positioning, as available from the manufacturer.

The employer agrees to receive input from the Safety Committee on vehicle specifications for all vehicles purchased through the normal state and federal grant application processes. A review by the Safety Committee will not be required for emergency vehicle purchases made outside the normal grant process when service is reduced from lack of vehicle availability. The employer shall equip each bus with the ability to turn off the interior lights, if possible. The employer shall equip each bus with an appropriate barrier protecting operators from riders when recommended by the Safety Committee and if an available option.

The employer shall require that future buses ordered after the ratification of the collective bargaining agreement shall be equipped with a four-headlight set up unless no buses with this design are available to GMTA for purchase. GMTA will advocate with VPTA to have this option available.

ARTICLE 7: GRIEVANCE PROCEDURE AND ARBITRATION

(A) A grievance is defined to be any dispute, controversy or complaint arising out of the application of any of the terms and provisions of this Agreement to situations or conditions arising in the employment during the terms of this Agreement. Misunderstandings or disputes concerning matters which have not been covered expressly or by implication from express contract terms herein are not grievances and are not subject to arbitration, the parties nevertheless agree to make earnest efforts to settle such misunderstandings by direct negotiations wherever possible. Any settlements reached may, if either party so desires, be attached hereto as modifications or amendments of this contract.

The Employer shall, upon written request, provide the Local Union, Chief Steward and Alternate Steward with documents that are reasonably related to a pending grievance.

The grievant has the right to participate at all steps in the grievance procedure.

(B) Any grievance arising between the Employer and the Union, or any Operator represented by the Union, shall be settled in the following manner:

Step 1: The Shop Stewards shall advance all grievances claimed by the Union or any of its members to the Operations Manager, or their designee, and the Operations Manager, or their designee, shall advance all grievances claimed by the Employer or the Shop Steward by presenting a written statement of the claimed grievance within ten (10) business days after the grieving party became aware, or reasonably should have become aware of the event upon which the grievance is predicated. This written statement must be presented only to the Operations Manager. The Shop Steward and the Operations Manager shall make an earnest effort to settle the grievance but if unable to reach agreement within five (5) calendar days, each shall submit to the other a written statement of their respective position and immediately report their disagreement to their superiors; the Steward to the Business Agent of the Union, the Director of Operations to the General Manager of the Employer or their designated representative.

Step 2: The Business Agent or the Director of Operations (or their designee) may advance the grievance to Step 3 by providing written notice of their desire to do so within ten (10) days of the Step 1 written decision. No later than six (6) days after such request, the Business Agent (or their designee) and the Director of Operations (or their designee) shall hold a conference to discuss and/or resolve the grievance.

Step 3: The Business Agent or the General Manager may advance the grievance to Step 4

by providing written notice of their desire to do so within ten (10) days of the Step 1 written decision. No later than six (6) days after such request, the Business Agent and the General Manager shall hold a conference to discuss and/or resolve the grievance.

Step 4:

- a) Each party has the option to use Tri-State Arbitration Association panel or the expedited arbitration from the Federal Mediation and Conciliation Service (FMCS) to resolve any grievance dispute. If either party wishes to bypass Tri-State or expedited arbitration for any dispute, refer to section below. The decision of the panel or arbitrator shall be final and binding upon the parties.
- b) If no settlement of the grievance is reached at the Step 3 conference, either party may invoke Step 4 procedure by applying, in writing, to the Federal Mediation and Conciliation service ("FMCS) for the appointment of an arbitrator pursuant to the rules and regulations of that Service governing voluntary arbitration of labor disputes, but if no such application is made by either party within seven (7) days from the date of the Step 3 conference, the grievance is waived. Pursuant to FMCS rules and regulations, either the Employer or the Union shall have the right to unilaterally request a second panel of arbitrators. When an application for a panel of arbitrators is submitted to FMCS; the submitting party shall provide a copy of the submission to the other party by certified mail and such application shall identify the grievant and grievance by name and number.
- c) The arbitrator shall have the power to proceed with the arbitration of a grievance and to render an award notwithstanding the refusal of any party to participate in such arbitration after receiving due notice thereof. No arbitrator appointed pursuant to the agreement shall have the authority to amend or modify this Agreement or to establish new terms for conditions hereunder. Further, the arbitrator is empowered to award only compensatory damages and the arbitrator shall have no authority to award interest on such damages or legal fees. The decision of the arbitrator shall be final and binding upon the parties. The fees and expense of the arbitrator shall be borne equally between the parties. Arbitration hearings will be held at the Employer's office facility unless the parties mutually agree to a different location.
- d) Either party, at their own expense, may tape record or enlist the services of a court reporter for Step 4 (Arbitration) hearings.
- e) An Operator may file a letter of protest concerning any matter of discipline.

ARTICLE 8: TERMINATION OF EMPLOYMENT:

(A) The following actions or incidents shall result in the termination of an Operator:

- (1) Having a firearm under your control or in your possession while on duty or on company property. Any firearm on company property must be secured in the Operator's vehicle.
- (2) The use or threat of force, other than self-defense. Assaulting another person on or off duty, or in connection with the Employer's business, or while on the Employer's property or equipment is strictly forbidden. For the purpose of this section, assault is defined as any physical contact or threat of force by words or conduct, which places an Operator, patron, or member of the general public in imminent fear of bodily harm.
- (3) Any Operator intentionally submitting a false report, record, application or other official document, including payroll/time records, or making any false official statement pertaining to qualifications for employment, pay or benefits, or the performance of duties.
- (4) Operating a bus with a suspended or revoked driver's license
- (5) Stealing money or any other property of the Employer
- (6) Willful destruction of the Employer's property

(B) Discharge: On day of discharge all benefits cease, subject to grievance procedure as applicable.

(C) Anyone who leaves their assigned duty without express permission of the Director of Operations, or his designee, will be considered to have voluntarily quit, with the exception of sickness. Any Operator sick or hurt while on duty will contact Management, if available, or (if not) other personnel at the bus garage.

(D) When Operators are absent from an assigned scheduled duty shift without notifying the Employer and there is no reasonable reason for not notifying the Employer they shall have been deemed to have voluntarily quit and employment is terminated.

(E) Operators out of work for extended time due to injury or illness shall notify the Employer within forty-eight (48) hours after their discharge from medical care that they are available for return to work, and shall report to work when called in hereafter. Failure by

an Operator to notify the Employer of availability or to report for work when called in shall constitute a voluntary quit.

- (F) In all cases of lay-off and quit, the Employer and the Operator agree to give one (1) weeks' notice whenever possible. In the case of a lay-off the Operator shall be given either one (1) weeks' notice or one (1) weeks' pay (as severance pay) if no notice is given. Failure by an operator to submit required notice may result in loss of up to five (5) days of accrued CTO pay benefits if the employer determines this lack of notice imposes a scheduling hardship.

ARTICLE 9: FINAL RESOLUTION AND RELATIONSHIP WITH LAWS:

Final Resolution - This Agreement represents the final resolution of all matters between the parties hereto which were or could have been negotiated, and supersedes and cancels all prior contractual agreements unless expressly stated to the contrary herein. The terms and conditions of this Agreement shall prevail in the event of any conflict between a provision hereof and any memos or operator manuals/handbooks issued by Employer. The Agreement shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties hereto. However, the established past practice doctrine shall not be considered to be nullified by this agreement and established past practices shall remain in full force and effect unless amended or repealed by the clear and unambiguous language of this Agreement. No future proposed change in a mandatory subject of bargaining shall be implemented without advance notice and opportunity for bargaining being given to the Union.

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

Relationship with State and Federal Laws - This Agreement shall not be read as abrogating or attempting to abrogate any obligation that may exist under federal or State law including, without limitation, the Americans with Disabilities Act of 1990; Janus vs. AFSCME, the Age Discrimination Act of 1967 and 1975; the Civil Rights Acts of 1866, 1871, 1964 and 1991; the Employment and Reemployment Rights of Members of the Uniformed Services of 1990; The American Health Insurance Portability and Accountability Act of 1996 (HIPPA); the Federal Fair Labor Standards Act (FLSA); the Vermont Fair Employment Practices Act; the Federal Family and medical Leave Act (FMLA); and the Vermont Parental and Family Leave Act (PFLA) as the same may be amended from time to time.

The employer agrees that should any portion of its rural service be transferred to another entity of any kind, the employer will disclose the existence of this agreement and its terms, and to the extent allowed by law require that such successor be bound by the terms and conditions found herein, and the parties agree that any successor employer and assigns shall be bound by the provisions herein.

ARTICLE 10: MANAGEMENT RIGHTS:

- (A) The Employer retains all of the rights and functions necessary to effectively and efficiently manage the business, and retains the right to act unilaterally with regard to these rights, except to the extent that these rights are expressly and specifically modified or limited by the written provisions of this Agreement.

Notwithstanding the above, it is agreed that an operator should do everything reasonable and necessary to ensure that the needs and safety of elderly or disabled riders are met, including the company's legal obligations as they pertain to the Non-Emergency Medical Transportation (NEMT) contract

- (B) The Employer's exercise of any management right or function in a particular manner shall not preclude the Employer from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The Employer's failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

ARTICLE 11: TERM OF AGREEMENT:

- (A) This Agreement shall take effect upon execution and shall remain in effect in full force and effect until June 30th, 2027.
- (B) If either party desires to submit proposals for a new contract to take effect at the expiration of this contract, such party shall submit written notice to the other party at least ninety (90) days prior to June 30th, 2027.
- (C) If neither party submits notice to the other as provided above, this contract shall be deemed to have been renewed for a further period of one year, and shall remain in full force and effect from year to year until the Union or Employer submits written notice of desire to submit proposals at least ninety (90) days prior to June 30th of the year.

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

LOCAL UNION NO. 597, affiliated with the International Brotherhood of Teamsters, and GREEN MOUNTAIN TRANSIT AUTHORITY.

BY: _____

NAME: Clayton Clark

TITLE: General Manager

DATE: _____

2/24/25

BY: _____

NAME: Curtis Clough

TITLE: President & Business Agent

DATE: _____

2/24/2025