

Teamsters Union Local 597
And
Green Mountain Transit Authority
Collective Bargaining Agreement

July 1, 2025
Through
June 30, 2029

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COLLECTIVE BARGAINING AGREEMENT 2025-2029

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, Employees and the Union.

Therefore, this Agreement as to wages, hours and working conditions is entered into the first day of July 2025 by and between Green Mountain Transit Authority, 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 Employee covered by this Agreement is bound by its terms.

ARTICLE I: SCOPE OF AGREEMENT:

- A. The Union, its members and the Employer agree that the provisions of this Agreement shall be expressly limited to hours, wages and working conditions of the Employees and no provisions hereof shall be construed to restrain the Employer from the full and absolute control of operations and management of its business in all aspects and matters not covered by express terms of this Agreement or by the necessary implications of the expressed terms.
- B. The Employer recognizes the Union as mandated - certified by the State Labor Board (certification date: June 24, 1975) as the sole and exclusive bargaining unit for drivers and terminal duty persons.
- C. The provisions of this Agreement shall be applied equally to all applicable employees. Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement in a manner which would violate any applicable laws because of age, color, creed, handicapped condition, national origin, race, religion, or sex. All references to Employees in this Agreement shall be gender neutral.

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

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

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

It shall be a condition of this Agreement that:

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

GMT employees who are not members of the Union should tender an equivalent amount to the initiation fee thirty-one days following the ratification of this Agreement by Union and Employer upon or upon completion of their probationary period, if hired after ratification of this Agreement

In the event that an Employee 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 Employee on the same terms and conditions generally applicable to other members, or benefits of belonging to the bargaining unit (for non-union members) were denied;
2. It 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 Employee, on whose account such deductions are made, a current written authorization. The Employer further agrees to send the Union a copy of each Employee's Authorization card.

- D. No Bargaining Unit members shall be required to work in violation of this Agreement, in accordance with the provisions of Article VI (0) 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 Operations Manager or Assistant General Manager, 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 or not the terms of this Agreement are being complied with. The Employer will make such records available within seven days of the Union's request.
- G. It is agreed that there will be no: strike; work stoppage; sick-outs; picketing, or refusal to fully and faithfully perform job functions and responsibilities by the Union or by its officers, agents or members.

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

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

The Employer agrees that it will not lock out employees.

In the event that the contract is reopened, whether to negotiate wages or benefits, both parties, after negotiating in good faith, agree that both parties will have all options open to them under the Vermont Municipal Labor Relations Act to resolve the dispute.

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

ARTICLE II: STEWARDS:

- A. The Employer recognizes the right of the Union to designate for the drivers one (1) Chief Steward, and two (2) Shop Stewards. 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 employees. Disciplinary meetings for drivers shall be scheduled through the Chief Steward and such meetings shall not be unreasonably delayed. If for any reason the Chief Steward is unavailable, the Employer may go directly to either of the Shop Stewards.

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) and (3). Such duties shall be performed during non-working time unless the Steward's presence is required by the Employer. Further, the Employer will make a reasonable effort to schedule meetings regarding the investigation of potential disciplinary matters and grievances at the beginning or end of the Steward's duty shift provided doing so does not unnecessarily delay the scheduling of such meetings.

1. The investigations and presentation of grievances in accordance with the provisions of Article VII.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - a. Have been reduced in writing, or
 - b. If not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
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. Additionally, the employer will provide the stewards with an exclusive list of members of the public making complaints against members of the bargaining unit as well as the name of the driver that the person is making the complaints about once per month.

Meetings will take place in a private office at 101 Queen City Park Road, Burlington, Vermont. 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 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 workforce.
- 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 employees at disciplinary and investigatory meetings at the request of the Employee or Employer. All time spent investigating and attending union meetings shall be paid time.
- F. Whenever a new employee is hired, the employer shall work with the stewards to schedule a meeting of at least 30 minutes within the first two weeks of work by the newly hired employee to discuss the benefits of joining the union. The employer and the union agree to cooperate in the scheduling of these meetings so that they coincide with the beginning or ending of a steward's shift. Employees shall be on the clock during these meetings.
- G. The employer will cover the hourly rate of the Chief Steward, or their designee, to attend the monthly GMTA Board of Commissioners meeting.
 - 1. The Chief Steward, or their designee, will participate in the meeting in the same manner as GMT admin staff, which is, by the discretion of the board.
 - 2. The Chief Steward, or their designee, will be offered an opportunity to provide a quarterly update to the Board of Commissioners.
 - 3. At the discretion of the General Manager, may extend this to relevant Board of Commissioners Committees, either one-time or as a regular attendee.
 - 4. Attendance at board of Commissioners meetings is not precedent setting in regard to past practice.
- H. With the approval of both the General Manager and the Chief Steward, stewards may spend work hours completing activities for the benefit of the membership.
 - 1. The use of stewards under this function will not be precedent setting in regard to past practice.

ARTICLE III: HOURS:

A. 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 ½) The maximum spread time of any unscheduled split shift shall be thirteen- and one-half hours (13.5) Each full-time Employee shall achieve a minimum of thirty-eight hours and forty five minutes (38.75) to guarantee a full forty (40) hour work week. In the event that the full-time Employee, through no fault of their own does not achieve the minimum thirty-eight hours and forty-five minutes (38.75), they shall be guaranteed a minimum of forty (40) hours pay.
2. Employee who has completed their probationary period is considered to be a full- time or part-time Employee 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. Any split time between punch out and any extra work that is three quarters of an hour or less (.75) will be paid time.
4. Employees utilizing accrued time off according to the provisions of the Agreement shall not be forced to accept work assignments under Article IV (I) (1). Employees shall be required to work forty (40) hours per week before being paid for overtime, however, accrued 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. Drivers 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. The scheduling committee may schedule road reliefs in the operator paddle. Road reliefs may be done using a non-revenue company car.
6. Any driver assigned 'reserve' time may be utilized to cover any trip that could otherwise be delayed or canceled, or assigned to cover any trip in order to avoid an involuntary assignment. Each reserve assignment shall be a minimum of four (4) hours in length. Employees are not allowed to break reserve shifts and must take the entire piece of work in the advance and/or daily process.

- B. Employees who have regular assignments or who are otherwise called in to work shall be paid for at least two (2) hours work. Any Employee requested to report for additional work on their assigned day off may decline to come in except for emergencies and as provided in IV(I)(4)(b).

- C. In the event of an emergency which requires a change in Employee work hours, the Employer shall give advance notice of the change to the Employees concerned- if it is within the Employers ability to do so under the circumstances. If the Employer, through no fault of its own, is not able to reach the Employee to notify them of a change in work assignment hours due to the emergency, the Employee shall not be entitled to work or pay for work which has been canceled or postponed. An Employee's assigned work hours maybe 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 Employee.
- D. All employees covered under this Agreement shall maintain an updated current address, telephone number, and an operable telephone at their place of residence. The Operations Manager or Human Resources 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 Employee 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 employee's assigned bid shift until the scheduled end of the assigned bid shift. Any Employee with an assigned work shift with less than six (6) hours will not have an unpaid meal break. The time between a driver's arrival at Cherry Street, The Village of Essex and the University Mall, and 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 will be scheduled within sixty (60) minutes either side of the middle of the assigned work shift when 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. Employees 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 Employees available and willing to cover such time.
- F. The Employer shall pay for employees' deadhead time back to the bus garage from the employee's last stop in revenue service.
- G. The Terminal Duty person shall be required to report to Operations Supervisor on duty when the assignment of hours per Article IV (I) has entered into overtime.
- H. A scheduling committee made up of GMTA's General Manager and/or other managers appointed by the General Manager, and four (4) representatives appointed by the Stewards and including a Steward will meet for the purpose of discussing work schedules, assignments and driver bids.

The committee shall meet twice prior to the posting of each bid, and more often as mutually determined to be beneficial. Employees 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.

- I. A labor/management and steering committee composed of GMT's General Manager and/or other managers appointed by the General Manager as well as the three driver stewards 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.

Employees 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 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.

- J. The safety committee will receive regular updates during their meetings and will be empowered to select members of the committee to oversee certain tasks. The committee will have the authority to demand progress reports towards implementation of goals as well as to set goals for the employer to meet. The safety committee has the right to refer issues to the bargaining team.

Recognizing the importance of the importance of the safety and health committee in resolving the issues of safety, the Employer and the union reaffirm their commitment to the active involvement of the committee in such processes in accordance with the conditions found herein.

Bargaining unit members of the committee will be empowered to bring forward any safety concern which has been brought to their attention by members of the bargaining unit at large as well as by the general public. The parties on the committee will work in good faith to solve issues which will include complaints and concerns brought forward by the members of the committee, but is not limited to only those issues. They may also discuss and arrive at recommendations regarding proactive measures as well as recommendations regarding the safety of workers when new equipment is introduced and forward these along to the union and employer bargaining team. The purpose of this committee is to promote a safer work environment.

In no instance will discussions by the members of the committee lead to disciplinary action being taken against members of the bargaining units, but the safety committee is empowered to discuss complaints that led to disciplinary actions in the search for root causes and solutions.

The committee may, on its own authority, create subcommittees, develop and maintain meeting minutes

and records, delegate responsibilities to committee members, conduct periodic inspections of the facility, ensuring healthful and a safe environment, receive information related to lost time injuries and review the results of investigations into those injuries, accompany government inspectors when touring the facility, receive copies of the OSHA 300 logs and the facility man hours, and receive employer sponsored training among other duties as designated in the Safety Committee Charter.

Members of the committee are empowered to raise issues to the standing committee as well as to file grievances when the employer violates the agreement on behalf of the members of the bargaining unit when the committee is unable to reach a resolution.

The employer will establish and enforce a forceful program intended to reduce workplace violence:

The employer will perform a JHA in conjunction with the safety committee to determine answers to the following questions:

- Does a consistent driver on a route reduce the instances of violence and confrontation?
- Are there items on the bus that are unsecured that could be used as weapons?
- What methods does the employer have within their policy to combat workplace stalking?
- Are all bus parking areas and bus stops brightly lit?
- Does the employer have a liaison with local police departments?
- Does the employer put too much employee information on badges?
- How easy is it for members of the public to reach employee's hair and worn uniforms?
- Does the employer have a policy to reduce easily grabbed items such as necklaces?
- Does the employer notify all employees of violent incidents?
- Are public chairs at the transit center secured?
- Are exits designed so that employees at public locations are guaranteed an exit that cannot be blocked?
- Do waiting areas minimize or maximize stress?
- Which stops are in high crime areas?
- Do employees have the impression that violence is tolerated?
- Have the employees been trained on first amendment auditors and proper protocols?

Within six months of ratification the employer will complete this JHA and begin the process of addressing deficiencies and if they are not addressed within the next six months will be subject to the grievance process.

- K. The Bipartisan Infrastructure Law and Public Transportation Agency Safety Plans (PTASP) regulation require the Safety Committee of each small urbanized area provider to develop its Agency Safety Plan in cooperation with frontline employee representatives. Approval by the Board of Directors or equivalent entity should be carried out after development and/or review by the Safety Committee, using the timeframe established by the transit agency's ASP. The Safety Committee shall set annual safety performance targets (SPTs) for the safety risk reduction program based on a three-year rolling average of data the agency submitted to the National Transit Database (NTD).

The Safety Committee also must support the transit agency's SMS by:

1. Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of the potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual SPT in the safety risk reduction program; and
2. Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where the transit agency did not meet an annual SPT in the safety risk reduction program; and
3. Identifying safety deficiencies for purposes of continuous improvement, including any instance where the transit agency did not meet an annual SPT in the safety risk reduction program.

ARTICLE IV. 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 vacation time upon satisfactory documentation that indicates the previous time of employment was at a minimum of a year of uninterrupted service in length and the Employee resigned from the Employer and was not terminated.

Also, see exception for part-timers in Section (B) below.

Lay-Offs of less than one (1) year, sickness or accident shall not be deemed an interruption.

B. PART-TIMERS

The Employer may hire no more than fifteen (15) part-time CDL drivers. 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 employees to transfer to part-time, but may not subsequently reduce the number of remaining full-time CDL employees without using the current layoff provision.

All Part-time Employees shall work no more than twenty-four (24) hours per week except under the provision contained in Article IV (I)(5) (only to avoid a force of a full-time employee). The employer will offer to part-time employees the opportunity for an 'on call' status. Employees holding this status will receive a \$75 weekly stipend for any weeks on call and will be subject to involuntary assignment before any other employee, regardless of the number of hours selected in the order of assignment process. The employer may vary the number of on call positions it offers based upon demand and operational needs. All Part-time Employees shall be subject to layoffs before any Full-time Employee shall be subject to layoffs. No full-time employee will be laid off to accommodate the hiring of a part-time employee.

Part-time Employees shall have no seniority over full-time Employees. If a full-time Employee is hired as a part-time Employee, their seniority benefit carries over and their hire date as a Full-time Employee determines their seniority in the part-time seniority list. This will apply to the first time the employee is rehired only. All Employees who have had previous employment for at least one (1) continuous year with the Employer, will receive seniority credit for their employment and all Part-time Employees currently employed will have such employment calculated for their seniority status. There is no guarantee for a minimum of two (2) hours paid work for part-time Employees as stipulated under Article III (B) for full-time drivers.

For lay-off purposes, the only seniority a Part-time Employee will have will be in respect to other Part-time Employees on their respective seniority list by date of hire.

Part-time Employees are not eligible for any benefits under this Agreement unless specifically provided and enumerated in this Agreement. As with full-timers, the conditions of Section C "Probationary Employees" (below) apply to part-time employees.

Should a Part-time Employee apply for a full-time position and be hired as a full-time Employee, the new hire date of the affected Employee for purposes of seniority in full-time status and receipt

of benefits would be the date at which the Employee starts full-time. At time of hire, as a full-time Employee, the conditions of Section C "Probationary Employees" (below) apply.

C. PROBATIONARY EMPLOYEES

Notwithstanding membership in the Union as herein provided, management shall have the right to terminate the employment of probationary employees within ninety (90) calendar days of hiring or within the first 520 hours of work on the job for employees who start employment in possession of a CDL license whichever is the shorter period of time.

The probationary period for Employees hired without a CDL will be (60) calendar days from the day they acquire a CDL inclusive of the day they acquire the CDL, but shall not be less than ninety (90) days for these employees.

Any initial probationary period may be extended up to an additional thirty (30) days upon mutual agreement by the Employer and the Union. Any probationary Employee may be terminated at any time with or without reason during the probationary period at the sole discretion of the Employer without right of appeal. There will be no accrued time payouts for probationary employees who do not complete the probationary period.

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

D. CRIMINAL AND DMV RECORDS CHECKS

It shall be a condition of this Agreement that:

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

Each Employee shall authorize the Employer to review DMV license information supplied by the Employer's insurance company as a condition of employment.

E. LAYOFF

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

- First, to qualified and available full-time drivers in order of their seniority to the work available;
- Second, to qualified and available part-time drivers in order of their seniority to the work available.

Employees shall be rehired in the inverse order if available.

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

F. TERMINAL DUTY PERSON

1. Terminal Duty shall be a separate and distinct position within the coverage of the Bargaining Unit. It shall be available only to full-time Employees covered by this Agreement, but shall be regarded as a promotional position. A minimum of seven(7) Employees shall be trained for this position and shall receive compensation for such training. Current full-time incumbents shall be grandfathered into the Terminal Duty position if they so choose. Otherwise as vacancies occur they shall be filled with the most qualified applicant, as determined from a basic examination of computer competence, from the Bargaining Unit. In the event that the applicants are of relative equal ability, seniority shall be controlling. There shall be a wage supplement for time worked in Terminal Duty in the amount of \$1.00 an hour. Terminal Duty Employees shall be retained in such position so long as they perform competently in the sole judgment of the Employer. As new software is implemented, all Terminal Duty personnel shall be trained and proficient in the software and be able to utilize all functionality of the software. Employees who perform unsatisfactorily in the Terminal Duty position will be offered the opportunity to return to their former driver position. Prior to being dismissed as a Terminal Duty Employee, the Employer and the Employee will meet to discuss the documented reasons for the unsatisfactory performance.
2. There shall be a minimum of two (2) full-time Terminal Duty positions with forty(40) hour work schedules in Terminal Duty. There shall be a minimum of one (1) Terminal Duty positions with a minimum of forty (40) hour work schedules comprised of both driving and terminal duty work. The remaining three employees trained for terminal duty shall work driver bids but be available to work Terminal Duty when needed due to the absence of the assigned Terminal duty personnel. All Terminal Duty bids shall be selected through the seniority of the trained employees. For an Employee to receive training, they must be a full-time Employee and have three (3) years of service, unless no such employees apply, in which case an individual with less service can be selected. Filling absent or vacant Terminal Duty bid positions shall be done in seniority order from the full-time seniority list and if an involuntary assignment is necessary, it shall be done in reverse seniority order.
3. Terminal Duty personnel may drive a bus in an emergency, however such personnel may request approval from management to stay in dispatch.
4. Terminal Duty personnel shall not be responsible for fueling relief vehicles.
5. In the event a full-time Terminal Duty person is on vacation, or on approved leave of at least one (1) day, the next senior Terminal Duty person may choose their entire assignment.
6. The Terminal Duty person must maintain in good standing their CDL license with passenger

endorsement. In addition to the assigned Terminal Duty person, alternates who have satisfactorily completed the Employer Training Program, shall be selected by the Employer, by seniority, to serve in the absence of either the morning or afternoon Terminal Duty persons.

G. BIDS

1. Bids will be posted three (3) or more times a year. All bids will be posted at least five (5) weeks in advance of effective date. The Employer will let Employees 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 by the Employees and the Labor/Management Committee, as soon as it is available, with bid sheets and the name of each school, on a Neighborhood Special Run, 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. Employees cannot be forced on that one (1) day off. The Employer shall include standby trips into work assignments that are included in bids as the Labor/Management Committee deems prudent for good customer service and operational efficiency.
2. The selection of bids shall be in accordance with seniority. The bidding of runs shall be completed within twenty (20) days from the date of the beginning of the bid, but bidding shall not occur on a weekend. Scheduling shall be Monday through Friday as follows:

Bidding Day 1: Seniority list between 1 through 5
Bidding Day 2: Seniority list between 6 through 10
Bidding Day 3: Seniority list between 11 through 15
Bidding Day 4: Seniority list between 16 through 20
Bidding Day 5: Seniority list between 21 through 25
Bidding Day 6: Seniority list between 26 through 30
Bidding Day 7: Seniority list between 31 through 35
Bidding Day 8: Seniority list between 36 through 40
Bidding Day 9: Seniority list between 41 through 45
Bidding Day 10: Seniority list between 46 through 50
Bidding Day 11: Seniority list between 51 through 55
Bidding Day 12: Seniority list between 56 through 60
Bidding Day 13: Seniority list between 61 through 65
Bidding Day 14: Seniority list between 66 through 70
Bidding Day 15: Seniority list between 71 and above

- a. Each Employee 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. If any Employee is unable to bid, bidding positions will remain unchanged. The Employer shall post the results of all bids chosen by 11:00 AM in the Driver's Room and at the Downtown Terminal.

- b. Any Employee who fails to provide a list of choices will be assigned a run by the Employer.
- c. The Employer shall notify the Employees 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. Employees 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. Employees 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 Employee is on approved leave or vacation and the Employee 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 Employee in the previous bid.

3. Full-time Employees interested in being assigned additional replacement/overtime work shall so indicate on bid sheets in the designated space and in the manner prescribed, as follows:

A "yes" will indicate that the Employee is interested in being offered extra work beyond their bid as the opportunity shall arise. Such Employees will be called in seniority order for assignment of additional replacement/overtime work as prescribed in Section (I) below.

- a. A "no" will indicate that the Employee is not interested in being offered extra work beyond their bid.
 - b. Employees may change their "yes" or "no" designations before the start of the effective bid, but no more than once between the start date and end date of the term of the bid assignment, except under an emergency situation where a change in designation would help the Employee cope with the circumstance. Such requests for designation change must be formally submitted in writing by the Employee to the Assistant General Manager, signed and dated.
4. For any Employee 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 Employee who has a signed return-to-work letter from their physician with no work restrictions 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.

For those employees not addressed above, with a work restriction that limits the number of hours they may work in any given week, those employees will not select a bid, but will be able and allowed to select available open work in the advance and daily process until they reach their maximum hours allowed. This will continue when they have returned to work full-time until the next bid when they must bid in seniority order. Notwithstanding any other provisions of this agreement, no employee on light or restricted duty may be mandated to accept an assignment that would conflict with a Bonafide medical appointment, and dispatch will be made aware of when such are scheduled by employees on hours restricted duty.

5. Full-Time Employees 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 Employee is interested in participating in the advance assignment process. Such Employees will be called in seniority order for advance assignment of available work for the upcoming work week.
 - b. A "no" will indicate that the Employee is not interested in participating in the advance assignment process.
 - c. Employees 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 Employee to the Assistant General Manager, signed and dated.
6. The Employer guarantees to have a minimum of sixty five percent (65%) and work towards seventy five percent (75%) of the total number of bids to contain no less than thirty-eight hours forty-five minutes (38.75)-hours of work within a five (5) day or less work week, except for two (2) six (6) day bids for all Full-time Employees.

H. 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 Employees affected from the original rebid shall return to the original bid.

I. ORDER OF ASSIGNMENT OF REPLACEMENT AND OVERTIME HOURS

This section refers to bus drivers and their assignments.

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

1. First, to the most senior available full-time Employees who have work assignments short of 40 hours and next to part-time employees who have not reached their cap of 24 hours.
 - a. Short of Forty (40) Hours Advance: A full-time Employee 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. Employees 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 (for example, S-01's morning and afternoon work assignments) can be selected for one day's work assignment.

- b. Part Time Advance: A Part Time Employee 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 Employees 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 Daily: Part-time employees who have not reached their twenty-four (24) hour cap shall participate in the daily assignment process.
 - e. Employees who fail to work their assigned bid are ineligible to participate in the short of forty assignment process and any part-time Employee who fails to work their daily assignment are ineligible to participate in the daily process to recover any loss time.
 - f. Full-Time Employees who are short of forty (40) hours or a part-time driver who has not reached their twenty-four (24) hour cap, may not accept more than one assignment until other available drivers have first been offered the work, in seniority order, unless there is a second assignment available to be worked the same day.
 - g. Full-time Employees who are short of forty (40) hours and part-time drivers 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 drivers utilizing accrued time per Article III, Section (A), and Paragraph (3). Full-Time Employees who are short of forty (40) hours per week must make up the hours if offered the opportunity.
2. Second, to available full-time Employees who have indicated an interest in overtime work (Note: after Section 1, above, has been fulfilled).
- a. The Terminal Duty person shall offer work to available Employees, on a voluntary basis, in seniority order.
 - b. Employees 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 Employee 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 Employee on all bids created by the Employer, and no Employee shall be forced to work with less than ten (10) hours off the job. However, an Employee 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 employees to work overtime hours in seniority order until they attain their respective cap.
 - c. The Terminal Duty person shall offer assignments in the daily assignment process in such a manner that Employees will not exceed more than twelve and a half (12.5) hours of work in a day.

3. Third, to available part-time Employees.
4. Fourth, to available employees on reserve duty, per Article III.
5. Fifth, involuntary assignment according to seniority.
 - a. If no qualified full-time Employee or part-time Employee accepts work offered under provisions of subsections (1) and (2) or (3) above on a voluntary basis, involuntary assignment shall be made in reverse order of seniority to available Part-time Employees and full-time employees in the following manner: (All operators shall receive 2x rate of pay on all involuntary overtime assignments.)
 - i. Part time employees who have selected 'on call' status; Part-time Employees short of ten (10) hours weekly, or a part time employee above ten (10) hours weekly who voluntarily elects to accept the work;
 - ii. Those employees who have not attained the twelve (12) hour daily cap for two times (2x) their regular rate of pay this will be first offered to senior drivers and then the junior most available driver will receive the force;
 - iii. If the Employer cannot find qualified Employees under (ii), then The Employer can request volunteers from those Employees who have attained the twelve (12) and twenty (20) hour cap for two (2x) their regular rate of pay;
 - iv. If the Employer cannot find qualified Employees under (iii), then the Employer can require involuntary assignment from those Employees who have attained the twelve (12) or twenty (20) hour cap for two times (2x) their regular rate of pay.
 - v. An Employee forced under this section shall have the right to request that they be relieved during that assignment when a less senior Employee becomes available. An Employee relieved under this paragraph shall be relieved only at the Downtown Transit Center, University Mall, and Base or at another location deemed appropriate by the Employer. The relief Employee shall then perform the remainder of the assignment. An Employee 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 Employee can be assigned to work on their regular day off. An Employee who is assigned to work their regular day off per this paragraph (b), shall be paid at two times (2x's) the Employee's regular hourly rate for the hours worked during such assignment. An Employee forced to work on their day off may work the entire unassigned portion of the assignment if they so choose.

J. EMERGENCY ASSIGNMENT

1. Assignment which must be made within two (2) hours shall be considered "Emergency Assignments" and shall be offered on a seniority basis to those Employees determined by the Director of Operations (or designee) to be readily available; the least senior of the readily available Employees must accept the assignment if it is rejected by the other readily available Employees.

2. When an Employee is required to work an emergency assignment, that Employee shall have the right to request that they be relieved during that assignment when a less senior Employee becomes available. The relief Employee shall then perform the remainder of the assignment.

K. GENERAL ASSIGNMENT ISSUES

1. 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. Employees 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 Employee has a message machine, a message will simply be left that a call was made.
2. An Employee who is short of forty (40) hours who requests paid time off (CTO) as provided in Article V, will not be assigned to work on that day except as provided in Article IV, Section (1), Paragraph (4) (b). In the alternative, an Employee who is short of forty (40) hours may use "unpaid time off" during the week in which they fall short of forty (40) hours, provided they are not assigned to work in the daily assignment process.
3. If the Terminal Duty person 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 Employee.
4. It is generally understood that offers of double time which occur under this agreement will be made to the senior most drivers first when that step in the order of assignment process is reached.
5. Effective with the Spring bid in 2024, the union and the employer reached an agreement to reflect the intention to limit orphan runs, both those created by the employe in the bidding and order of assignment process as well as those created by bargaining unit members in the selection process.

An orphan run is defined as a single run that is not attached to another run in the paddle.

There will continue to be no orphan runs, except for neighborhood trippers/specials, and employees will continue to select a minimum of two (2) hours of work in the advance and/or daily processes while leaving a minimum of two (2) hours of work after the selected work in the advance and/or daily assignment processes.

6. Any operator assigned work on December 24th or any other holiday that the employer reduces service with notification before that week's advance process beginning shall make up the hours in accordance with the Order of Assignment provisions as included in Article IV of this agreement.

ARTICLE V: WAGES AND BENEFITS

A. WAGES

1. Current wage rates:

July 1, 2025	\$31.00
July 1, 2026	\$32.03
July 1, 2027	\$33.10
July 1, 2028	\$34.20

The forgoing economic changes shall be retroactive to July 1, 2025.

Under One Year of Service: Full-time and part time drivers with under one (1) year of GMT employment shall receive \$30.00 per hour.

2. 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 Employee shall have given all necessary payroll information to the Operations Manager or their designee by Monday at 8:00 AM. Each Employee shall be provided with a statement of gross earnings and an itemized statement of all deductions for any purpose each week. Accrued CTO information shall be provided on each Employee's payroll check stub or shall be posted monthly in the Driver's Room. If the employer fails to properly pay an employee, then the employer will make them whole as part of their next payment. At the employee's sole discretion, and if the error is more than \$50.00, employees may choose not to wait and request to be made whole within three (3) business days. Employees who normally receive their pay via direct deposit can choose between a paper check and direct deposit. Employees who normally receive their pay via a paper check will receive a paper check. If the employer corrects one or more payroll discrepancies between pay periods for more than \$50.00, then the employer will fix all known payroll discrepancies at that time.
3. Employee Leaving Employment: When an Employee leaves the employment of the Employer, they shall be entitled to pay earned during the last payroll week and shall be paid monies due within one week.
4. Direct Deposit: As an alternative to being paid by payroll check, an Employee may elect to be paid by direct deposit (from the Employer to the Employee's personal bank account).
5. Longevity Pay: Employees who have fifteen (15) years of service shall receive an annual longevity pay bonus of one thousand five hundred dollars (\$1,500) in the third week in June, if still an Employee.

B. BENEFITS

The benefits described in this section shall be available to full-time Employees of GMT. Benefits that may be available to part-time Employees will be specifically noted in each sub-section or they do not exist.

1. Health Insurance:

- a. The Employer shall continue to provide insurance through Allegiant Care. The Employer shall pay 100% of the health insurance premium on any policy obtained through Allegiant Care.
- 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 Employee will be presented.
- c. For any Employee eligible for the health insurance plan noted herein, who elects to forego coverage in said health insurance plan, Employer shall contribute five thousand (\$5,000) per year to the split into 26 payments to be added to the employee's paycheck.
- d. A Section 125 Plan shall be maintained for all Employees to be utilized for medical expenses as well as childcare expenses.
- e. Employees who have twenty (20) consecutive years of full-time service and are at least 62 years old, are eligible for an individual health care policy until age 65, provided that the Employee contributes thirty percent (30%) of the annual premium.
- f. Both the Union and GMT will continue to explore health benefits for full-time employees that want to go part-time.
- g. In addition to the members of the bargaining unit, GMT may offer the same insurances that are available to the bargaining unit members to the non-bargaining unit members.
- h. The employer agrees to meet and negotiate with the union regarding the inclusion of Medicare supplements within the collective bargaining agreement not later than 8-22-2025
- i. Over the life of the agreement, the premium for the health insurance will not increase by more than 6% in 2026 and 8% in a year.

C. Dental and Vision Benefits:

The Employer shall provide dental and vision coverage to full-time Employees. Additionally, the Employer shall reimburse each Employee for any additional 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, upon receipt of a receipt.

D. Life Insurance:

The Employer shall provide life insurance for full-time Employees in the amount of fifty thousand dollars (\$50,000), including Accidental Death and Dismemberment Insurance, which shall be paid by the Employer. Employees who have voluntarily retired within twenty-five (25) consecutive years of service are eligible to receive such insurance at the Employees costs at the group rate, if available, until age 65.

E. Combined Time Off:

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

YEARS OF SERVICE	ACCRUAL
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 March, the Employer will post a schedule of vacation openings for the period July 1 - June 30. Employee may bid for posted time slots on a seniority basis within sixty (60) days of vacation posting for all or part of vacation time they will have accrued through the month of June. It shall be mandatory that each Full-Time Employee bid a minimum of (1) one week or maximum of the allotted time listed below.

1 st through 5 th year	3 weeks (120 hours)
6 th through 12 th year	4 weeks (160 hours)
13 th through 24 th year	5 weeks (200 hours)
25 th through 30 th year	6 weeks (240 hours)
30 th year and beyond	7 weeks (280 hours)

The Employer shall allow a minimum of eight (8) vacation slots during the summer months of June, July and August and six (6) vacation slots the remainder of the year except the weeks of the Thanksgiving Holiday and the partial school week which coincides with the Christmas Holiday, for each of these Holiday weeks there shall be five (5) slots. The employer commits to scheduling more weeks of leave during these weeks as scheduling allows. If the employer has no full-time employees on leave, or has a proportional number of actively employed part time employees to cover employees on leave, the employer shall offer an additional three (3) vacation slots for employees 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. Employer will schedule as many summer vacation bids as possible.

Employees shall contact the Terminal Duty person, giving a minimum two (2) hours' notice before start of assigned work if calling out (booking off). A pattern of failure to provide two (2) hours' notice shall be subject to progressive discipline but the company will consider extenuating circumstances when deciding on the imposition of discipline.

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

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

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

Part-time Employees who work a minimum of one thousand (1,000) hours annually are eligible to receive forty (40) hours CTO. Such time is accrued on an annual basis upon completion of the annual hourly work requirement and is available for use by the Employee once it has been accrued. Part-time Employees are eligible to take two (2) weeks unpaid vacation time annually. Upon completion of the ten (10) years of service with the Employer, part time employees who work at least 1000 hours annually shall receive 60 hours annually of CTO upon completion of the annual hourly work requirement.

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 October 31, 2025 and shall indicate whether they choose to be cashed out prior to 12/31/25 or after 1/1/26 but prior to 6/30/26.

F. Bereavement Pay:

In the event of a death in the family:

1. (Father, mother, wife, husband, brother, sister, son, daughter, step-parents, step-children, step-brother, step-sister, grandparents, domestic partner and grandchildren) an Employee who has completed probation shall be entitled to a maximum of five (5) days off with pay at the time of death or funeral;
2. (In-laws, father, mother, sister, brother, grandparents,) A full-time Employee who has completed probation shall be entitled to a maximum of three (3) workdays off with pay at the time of the death or funeral;

3. Unpaid leave of absence (per Section (H) below) shall be granted upon request for death of an Employee's parent, spouse or child. In the event of a death of a non-immediate family member (aunts, uncles, cousins), an Employee shall receive one (1) day off without pay.

G. Retirement Plan:

1. The Employer's retirement plan is composed of Employer and Employee contributions under the conditions noted below. An Employee must have completed a minimum of one (1) year of continuous service 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 Employees who currently have less than ten (10) consecutive years of service to receive Employer contributions of five percent (5%), an Employee must contribute a minimum of three percent (3%) of their eligible gross earnings per quarter of the fiscal year via payroll deduction into a 457 Program.

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

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

2. Notwithstanding the vesting provisions above, and regardless of a person's level of contribution. All full-time employees will receive \$.25 per hour deposited into their 457 starting July 1, 2026 for the first 40 hours each week that the employee works.

H. Unpaid Leave of Absence

1. An Unpaid Leave of Absence may be granted to an Employee who has exhausted their available leave time under the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Law, or at the complete discretion of the Employer.
2. An Employee desiring a leave of absence must submit a written request and secure written permission for such leave from the Employer. This permission shall be in triplicate, one copy to be retained by the Employer, one by the Employee, and a third copy shall be on file at the Union office. Failure to comply with this provision shall result in complete loss of seniority rights of the Employee involved.
3. During the period of absence, the Employee shall not engage in gainful employment. The maximum leave of absence shall be limited to thirty (30) days except in extenuating 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.
4. No Employee shall accrue seniority, CTO or time while on unpaid leave of absence.
5. Any accrued time the Employee may have at the time of the unpaid leave of absence may be applied as pay until existing accrued time is exhausted.
6. 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).

I. National Guard or Reserve Duty

1. If a full-time Employee is required to attend mandatory summer encampment for National Guard or Reserve Duty, the Employer will pay the difference between what the Employee receives in military pay and what they receive 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 Employees who have not completed probation, their probationary period would be extended by the length of absence. Employer contributions to fringe benefits shall extend through periods of mandatory duty, not to exceed ten (10) days of summer encampment in a given year. An Employee requesting reimbursement in wages must present their Military Pay Voucher to show evidence of military reserve earnings and duty time in order for the Employer to make up the difference.
2. Any Employee 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.

J. Jury Duty and Duty as Witness for the Employer

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

K. Time Off for Official Union Business:

The Employer agrees to grant necessary and reasonable time off, without pay and without discrimination or loss of seniority rights, to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. In making the request for time off for Union activities, due consideration shall be given to the number of Employees affected so there will be no interruption of the Employer's operations. There will be no more than one (1) member absent at one time for 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. Any employee who accepts full-time employment with the union will be ineligible for any benefit accrual outside of seniority during the term of the leave. Employees who take a full-time position with the union will be treated in all other ways as if they had resigned from the employer.

L. Worker's Compensation:

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

M. Short-Term Disability Insurance:

1. Full-time Employees are eligible for six (6) months Disability Leave and the Employer shall carry short-term Disability Insurance for full-time employees for that time period. Employees must furnish the Employer evidence of disability from medical examination(s) prior to receiving such compensation and furnish periodic medical records, as may be required by the Employer during the term for which such insurance may be paid. Such evidence of a disability shall also indicate the length of time the Employee will be absent from work.
2. If CTO has been accrued by the Employee prior to the disability, the Employee may elect to receive the difference between the daily amount of short-term disability insurance paid and the Employee's regular daily pay until all accrued sick leave pay shall have been used. In order to receive such benefit, the Employee must furnish records to the Employer of all disability insurance payments for the period.
3. Employees shall accrue CTO while absent for disability. Health, life, dental, prescription drug, and eyeglass insurances shall continue in effect for up to six (6) months of disability leave. After six (6) continuous months of absence on disability leave, all benefits will cease.

N. Other Voluntary Payroll Deductions:

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

1. Voluntary deduction for special Union fund;
2. Voluntary contributions to any bank or credit union;
3. Voluntary contributions to the United Way;
4. Drive Authorization and Deduction: The Employer agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from their paycheck on a weekly basis for all weeks worked, supplying to the Employer copies of the Employee-signed authorizations. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage.

The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf a deduction is made, the Employee's Social Security number and the amount deducted from the Employee's paycheck. The International Brotherhood of Teamsters (IBT) shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

O. Long Term Disability Insurance:

Employees one year or more of service are eligible to receive Employer paid long term disability insurance.

P. Uniforms:

Uniforms shall be selected by the Employer and furnished to all Employees. If an article of clothing is a mandated part of the uniform, it will be provided by the Employer, except for required shoes (which must be brown or black with dark shoelaces and dark soles). The cleaning of these uniforms is the responsibility of the Employee. The uniforms shall remain the property of the Employer. When uniforms are issued, each Employee 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 Employee responsible through payroll deduction. Upon termination, the entire uniform shall be returned. The cost of missing articles shall be deducted from the Employee's final paycheck.

After an Employee has been issued a uniform, it is mandatory that this uniform be worn at all times when the Employee is on duty for the Employer. Proper uniform attire shall be prescribed and posted by the Assistant General Manager or their designee. Failure to wear the uniform in the prescribed manner shall result in the Employee being subject to discipline per the discipline provision of this Agreement. A full-time new Employee may request up to the following amounts of uniform items upon being hired:

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 and shorts must be approximately knee length or longer as long as it doesn't impact safe operation of the vehicle.

- One (1) fleece vest or quarter zip pullover;
- Four (4) pairs of pants;
- Four (4) pairs of shorts;
- Six (6) short sleeve shirts;
- One (1) baseball and one (1) winter cap (optional by choice of Employee)
- One (1) safety vest

Full-time Employees 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 fleece jacket or sweater

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

Shoe invoices, soles or product descriptions must include reference to slip resistance or similar wording to be determined by the employer.

A part-time Employee shall be provided with an appropriate amount of uniform items as determined by the Employer.

Employees 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 Employee 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 Employee's cost.

During the summer bid, drivers may wear shorts or knee-length skirts as provided by the Employer.

No open-toed or open heel shoes are permitted. Summertime t-shirts issued by the Employer may be worn any Friday, Saturday or Sunday of the week between Memorial Day and Labor Day.

Both the Union and GMT will continue to explore uniform options.

ARTICLE VI: GENERAL PROVISIONS:

- A. The Employer agrees that, in the absence of an emergency, reasonably requiring such action, no work presently being done by members of the Bargaining Unit shall be subcontracted if such subcontracting would cause any members to be laid off. Nothing in this Agreement shall prohibit the Employer from contracting out work for special transportation services for people with disabilities.
- B. The Employer shall not enter into any agreement or contract with members of the Bargaining Unit, individually or collectively, or with any officer or representative of the Union, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement or contract shall be null and void. The Employer and the Union may, from time to time, write memoranda of understanding that further clarify the intent of a specific provision of this Agreement. Such Memoranda of Understanding are only valid and enforceable if signed by both the General Manager and the Union. All Memoranda of Understanding will be posted by the Employer.
- C. The Union agrees that the Employer may make and enforce any reasonable shop rules which do not conflict with the provisions of this Agreement.
- D. Discipline & Discharge:

1. No covered Employee who has successfully completed their probationary period and become a regular Employee shall be subject to the imposition of discipline without just cause. The Employer shall typically follow progressive discipline as follows:
 - 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 violations of article VI (D) [3] and the third shall be for all other offenses. The first (lateness) and second (forty-hour violations) track shall be followed in the precise order specified herein. Additionally, preventable accidents shall be handled in the manner specified in Paragraph M. hereof.

However, as to the third track (all other offenses), the Employer may bypass one or more steps of the progressive disciplinary track if and only if warranted by the severity of a single offense. In any grievance or arbitration proceeding resulting from the imposition of any discipline, consideration shall be given to whether there is just cause for the imposition of any discipline and whether the degree of disciplinary response is appropriate under the facts and circumstances. Probationary employees shall not be subject to either the just cause or the progressive disciplinary standards. Discipline will be imposed within fifteen business days of the date that management became aware of the event prompting the discipline, unless additional time is reasonably necessary for management to investigate the event. The patterns and practices

under any prior agreement with respect to the imposition of discipline shall not be controlling on this Agreement, which shall be applied according to its plain meaning.

2. The Employer may bypass steps up to and including discharge in the following areas:
 - a. An offense referenced in Article VIII (A)
 - b. Failure to follow a management directive/gross insubordination
 - c. General and Sexual Harassment Policy as included in the GMT Employee Handbook (any revisions to the policy must be negotiated with the union to an agreement prior to being implemented except when required by federal or state law or regulation)
 - d. Theft of property owned by the company, employees 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 employee, property of a member of the general public.
 - i. Willfully insulting riders or members of the public without provocation or other cause, or willfully engaging in the use of pejorative profanity towards riders or members of the public without provocation or other cause.

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

3. 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 counseling statement. 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.

Employees must achieve forty (40) weekly combined hours of time worked and/or combined time off (CTO) unless they are on another approved leave of absences as included in this agreement. Each 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 employer.

Drivers with full-time bids must use CTO to cover for the full duration of their absences unless exempted by other language within this agreement. Drivers who are short of forty must use enough CTO to reach forty hours on any week in which they fail to reach the threshold of 38.75 hours worked in that week and holiday hours will count as hours worked.

4. Prior to implementing any suspension or discharge, the Employer will provide the Employee Loudermill and Weingarten rights and Garrity rights, as applicable.
5. With the exception of warnings/suspensions concerning violations of the Employer's harassment policy, which shall not be removed, disciplinary actions will be removed from the Employee's personnel file in accordance with the schedule below.

First Offense (Verbal Warning) – Six (6) months

Second Offense – (Written Warning) Twelve (12) months

Third Offense – (Short Suspension) Eighteen (18) months

Fourth Offense – (Long Suspension) Twenty-Four (24) months

Fifth Offense (if not terminated) – Twenty-Four (24) months

6. Anonymous passenger or public complaints shall not be used as the sole basis for disciplinary actions against an Employee. If the Employer views the video in direct connection with an anonymous complaint and discovers additional violations, the Employer shall only consider a violation and have cause for discipline as outlined in Article VI (D) 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 Employee's personnel file unless and until discipline is imposed. Additionally, the complaint shall be presented to the Employee for comment. The Employee'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 Employee and made part of the personnel file. Employees may examine the contents of their personnel file upon making a request of Human Resources at a reasonable time.
7. 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).
8. The Employer provides video surveillance on its buses for the safety of the Employees, its' passengers and as part of its risk management strategies. Video surveillance used in a disciplinary proceeding against an Employee shall result from a complaint or accident. Video footage used in a disciplinary proceeding must be directly related to the event that prompted the Employer to review the video. In all cases whatsoever, the employer agrees that they will provide relevant and available video upon request to employees involved in court proceedings over issues that occurred during work.

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.

E. Safety:

It shall be the duty of the Employer to make every reasonable effort to provide safe work site conditions as provided by State VOSHA, D.M.V. and Federal OSHA regulations. Any alleged

violation of safe work site conditions shall be processed pursuant to VOSHA/OSHA regulations.

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. Any removals under this section shall be reported to a Supervisor immediately and will require the filing of an incident report with a supervisor or manager within 24 hours. All relevant information related to this policy will be posted on the buses, and announcements will be made at the transit center.

F. Traffic Violations:

No Employee shall be required to speed to meet any of the Employer's schedules. It shall be the employee's responsibility to advise the employer of any traffic violations once a calendar year. No employee shall be disciplined under this section for off duty traffic violations. Employees will notify the employer of loss of license as soon as practicable, but no later than prior to the beginning of their next shift.

G. 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 Employees.

H. Medical Examinations:

1. Every Employee shall be physically qualified to perform the duties required of them, such qualifications to be determined by medical examinations conducted by either the Employee's primary care physician at the Employee's expense or an Employer assigned doctor paid for by the Employer as determined by the Employer.
2. The Employer may 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.

I. Work by Management

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

J. Readiness for Work:

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

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

L. CDL Requirement:

Each Employee covered in this Agreement shall maintain a valid Class B Commercial Driver's License with Passenger Endorsement. New Employees hired on or after the effective date of this Agreement must obtain a Class B Commercial Driver License within (thirty) 30 days, unless an extension is agreed mutually agreed between the employer and the union, 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 Employees concerning classes they may attend to prepare for exam(s) which may be required under state/federal law in order to obtain such license. Such exams shall be taken and licenses obtained on the Employee's time. Any and all expenses related to the acquisition and maintenance of such license shall be borne by the Employee, including requirements by the Employer's insurance carrier to maintain an Employee's employment. Failure to obtain and maintain such license shall result in unpaid leave of absence or termination of employment. If an Employee is granted an unpaid leave of absence, they may return to work only if they have re- obtained a valid Class B Commercial Drivers License within the term of the leave of absence.

M. 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 Employee or Employees involved, upon the report forms provided by the Employer. Such reports shall be prepared and delivered to the Employer during the day on which the accident or 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 Employee 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 Employee involved in three (3) preventable accidents in any twelve (12) month period may be terminated. An Employee 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. Employees shall be entitled to have a Union steward present in the presentation of mitigating circumstances. Action under Section M. shall not be combined with any other type of matter referenced in this Article.

Drivers 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 five hundred dollars (\$500). Drivers 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. Part-time drivers are eligible for a one hundred twenty-five-dollar (\$125) bonus under the same conditions as full-time drivers. Accidents resulting in less than \$1,500 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. The cost estimate of the damage shall be determined exclusively by the Employer. However, driver will not be eligible for the full time or part time safety bonus

N. 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.

O. Unsafe Operation:

No Employee shall be required to operate any piece of equipment owned by the Employer that is unsafe. Drivers 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, and special equipment for people with disabilities, including wheelchair lifts. Drivers shall notify by the most immediate means available the Maintenance Manager and the Maintenance Department 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 Employee, shall be reported to the Steward, who shall report the defect to the Director of Operations as a grievance.

P. Special Trips:

If all drivers decline a special trip, the Employer shall have the right to assign the work to the least senior driver. The Employer shall reimburse the cost of meals and rooms for all special trips on overnight trips away from the Terminal.

Q. Perfect Attendance Bonus:

For perfect attendance an Employee shall receive a one hundred fifty dollar bonus each quarter. Days out of work for planned and approved CTO, Jury Duty, Bereavement & Military will count as attendance days. Time away from work because of unplanned CTO days, workers' compensation, short-term disability leave, FMLA leave and unpaid leave of absence count as not having a perfect attendance.

R. Restroom and First Aid:

The Employer will arrange for adequate restrooms and first aid equipment to be used by Employees 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 Employee's route may be used in an emergency situation provided that the Employee 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.

S. Diversity:

Employees shall have the right of their own choosing to practice their faith or religion at work provided that it does not interrupt the employee's duties or be in conflict with company policies. Employees may redeem a CTO day 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 employees on the basis of existing first come first served protocols for available time slots, such request may be denied by Employer for this reason.

T. Cell Phone Policy

When a bus driver is parked and is out of service, and when their bus is safely out of the lane of travel, they may use personal electronic devices, including but not limited to a telephone, tablet, or e-reader, while they are in the driver's seat. For the safety of the driver, the driver will not use personal electronic devices while passengers are on the bus, or when the bus is parked in the two parking lanes alongside the Downtown Transit Center, and employees will comply with the updated GMATA use of electronics policy.

ARTICLE VII: 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, 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 Employee represented by the Union, shall be settled in the following manner:
1. Step 1: The Shop Stewards shall advance all grievances claimed by the Union or any of its members to the Director of Operations, and the Director of Operations 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 disclosure of the occurrence of the act on which the grievance is based. This written statement must be presented only to the Director of Operations, or, in their absence, the Operations Manager. The Shop Steward and the Director of Operations (or Operations Manager) shall make an earnest effort to settle the grievance but if unable to reach agreement within five (5) business 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.
 2. Step 2: The Shop Stewards and the Assistant General Manager (or their designee) may advance the grievance to Step 3 by providing written notice of their desire to do so within ten business (10) days of the Step 2 written decision. No later than six business (6) days after such request, the Business Agent (or their designee) and the General Manager (or their designee) shall hold a conference to discuss and/or resolve the grievance.
 3. 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) business days of the Step 3 written decision. No later than six (6) business days after such request, the Business Agent and the General Manager shall hold a conference to discuss and/or resolve the grievance.

4. Step 4:

- a. Each party has the option to use Tri-State Arbitration Association panel to resolve any grievance dispute. If either party wishes to by- pass Tri-State for any dispute, refer to section below.
 - b. If no settlement of the grievance is reached at the Step 3 conference, either party may invoke Step 4 procedure by applying, in writing, to the Federal Mediation and Conciliation service ("FMCS) for the appointment of an arbitrator pursuant to the rules and regulations of that Service governing voluntary arbitration of labor disputes, but if no such application is made by either party within seven (7) business 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 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.
- C. An Employee may file a letter of protest concerning any matter of discipline.

ARTICLE VIII: TERMINATION OF EMPLOYMENT:

- A. The following actions or incidents shall result in the termination of an Employee:
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 Employee'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 Employee, patron, or member of the general public in imminent fear of bodily harm.
 3. Any Employee intentionally submitting a false report, record, application or other official document, including payroll/time records, or making any false official statement pertaining to qualifications for employment, pay or benefits, or the performance of duties.
 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 Assistant General Manager or their designee, will be considered to have voluntarily quit, with the exception of sickness. Any Employee sick or hurt while on duty will contact Management, if available, or (if not) other personnel at the bus garage.
- D. When Employees are absent from an assigned scheduled duty shift without notifying the Employer and there is no reasonable reason for not notifying the Employer they shall have been deemed to have voluntarily quit and employment is terminated
- E. Employees out of work for extended time due to injury or illness shall notify the Employer within forty-eight (48) hours after their discharge from medical care that they are available for return to work, and shall report to work when called in thereafter. Failure by an Employee to notify the Employer of availability or to report for work when called in shall constitute a voluntary quit.
- F. In all cases of lay-off and quit, the Employer and the Employee agree to give one week's notice whenever possible. In the case of lay-off, the Employee shall be given either one (1) weeks' notice or one (1) week's pay (as severance pay) if no notice is given. Failure by an Employee to submit required notice may result in loss of up to five (5) days of accrued CTO benefits or any five (5) day combination thereof, if the Employer determines this lack of notice imposes a scheduling hardship.

ARTICLE IX: FINAL RESOLUTION AND RELATIONSHIP WITH LAWS:

Final Resolution - This Agreement represents the final resolution of all matters between the parties hereto 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 employee 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; 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.

Most Favored Nations Protections

The employer will offer parity to members of the bargaining unit in the following areas if there are changes for all administrative staff or all non-managerial administrative staff.

- If the administrative staff is given a higher percentage pay adjustment during FY 27, FY 28 or FY 29 the employer will increase the annual pay increase received by the bargaining unit members to match that percentage.
- Bonuses
- Any increase in the accrual rates of CTO above those offered in this agreement.
- Any blanket hiring bonuses for admins staff will be shared with the bargaining unit members.
- If non-managerial administrative staff are released due to inclement weather, drivers wages for hours worked will be double time. If the release happens before administrative offices open at 9:00 AM, then the full day will be double time for hours worked by members of the bargaining unit. If the release happens during the workday, double time will begin when the release is announced and will continue until the end of the workday.

ARTICLE X: MANAGEMENT RIGHTS:

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

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

ARTICLE XI: TERM OF AGREEMENT:

- A. This Agreement shall take effect July 01, 2025.
- B. If either party desires to submit proposals for a new contract to take effect at the expiration of this contract, such party shall submit written notice to the other party at least ninety (90) days prior to June 30, 2029.
- 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 until June 30, 2030.

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

FOR GREEN MOUNTAIN TRANSIT AUTHORITY



CLAYTON CLARK
GENERAL MANAGER

FOR TEAMSTERS LOCAL 597



CURTIS CLOUGH
PRESIDENT

SIGNED ON OCTOBER 14TH, 2025

GMT Policy 1 – Safety Sensitive Drug and Alcohol Testing

Revision Date: January 2, 2025

Past Revision Dates: January 1, 1996; July 1, 2001; August 1, 2002; October 17, 2005; August 20, 2007; July 28, 2008; March 30, 2009; June 1, 2011; May 7, 2012; April 16, 2014; August 22, 2014; January 17, 2017; January 01, 2018; March 28, 2024; October 30, 2024

GMTA Drug and Alcohol Testing Policy

Summary: To ensure GMT compliance with 49 CFR 655 regarding drug and alcohol testing of safety sensitive employees.

Signature: 

I) Purpose of Policy

- A) This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager’s office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.
- B) All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.
- C) Portions of this policy are not FTA-mandated but reflect Green Mountain Transit Authority’s policy. These additional provisions are identified by **bold text**.
- D) In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.
- E) **The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify GMT Management no later than five days after such conviction.**

II) Covered Employees

- A) This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4.
- B) You are a covered employee if you perform any of the following:
 - 1) Operating a revenue service vehicle, in or out of revenue service
 - 2) Operating a non-revenue vehicle requiring a commercial driver’s license

- 3) Controlling movement or dispatch of a revenue service vehicle
- 4) Maintaining (including repairs, overhaul, and rebuilding) of a revenue service vehicle or equipment used in revenue service
- 5) Carrying a firearm for security purposes

C) See Section XI for a list of covered positions by job title.

III) Prohibited Behavior

A) Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- 1) Marijuana
- 2) Cocaine
- 3) Phencyclidine (PCP)
- 4) Opioids
- 5) Amphetamines

B) All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

C) All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

D) All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

E) All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

IV) Consequences for Violations

A) Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

B) Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

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C) Any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test **will be subject to disciplinary action up to and including discharge.**

D) **The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider.**

V) Circumstances for Testing

A) Pre-Employment Testing

- 1) A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.
- 2) If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.
- 3) A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

B) Reasonable Suspicion Testing

- 1) All covered employees shall be subject to a drug and/or alcohol test when GMT has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
- 2) Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

C) Post-Accident Testing

- 1) Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:
 - (a) Fatal Accidents: As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by GMT using the best information available at the time of the decision, will be tested.
 - (b) Non-fatal Accidents: As soon as practicable following an accident not involving the loss of

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a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (i) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - (ii) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- 2) In addition, any other covered employee whose performance could have contributed to the accident, as determined by GMT using the best information available at the time of the decision, will be tested.
 - 3) A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

D) Random Testing

- 1) Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed. Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.
- 2) The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.
- 3) A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.
- 4) Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

E) Return to Duty Testing

- 1) Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional⁴⁷

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(SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

F) Follow-up Testing

- 1) Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.
- 2) A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing any time while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

VI) Testing Procedures

A) All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

B) Dilute Urine Specimen

- 1) If there is a negative dilute test result, GMT will conduct one additional retest. The result of the second test will be the test of record.
- 2) Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

C) Split Specimen Test

- 1) In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. GMT guarantees that the split specimen test will be conducted in a timely fashion. **GMT will ensure that the cost for the split specimen is covered in order for a timely analysis of the sample, however, GMT will seek reimbursement for the split sample test from the employee.**

VII) Test Refusals

A) As a covered employee, you have refused to test if you:

- 1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by GMT.
- 2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

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- 3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - 4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - 5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
 - 6) Fail or decline to take a second drug test as directed by the collector or GMT.
 - 7) Fail to undergo a medical evaluation as required by the MRO or GMT's Designated Employer Representative (DER).
 - 8) Fail to cooperate with any part of the testing process.
 - 9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
 - 10) Possess or wear a prosthetic or other device used to tamper with the collection process.
 - 11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - 12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - 13) Fail to remain readily available following an accident.
- B) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- C) As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

VIII) Voluntary Self-Referral

- A) Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Drug and Alcohol Program Manager, who will refer the individual to a substance abuse counselor for evaluation and treatment.**
- B) The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.**
- C) Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.**

IX) Prescription Drug Use

- A) **The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to GMT Management. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.**

X) Contact Person

- A) **For questions about GMT's anti-drug and alcohol misuse program, contact Stephanie Reid, Green Mountain Transit Drug and Alcohol Program Manager. She is available during normal business hours, after hours for emergencies and post-accident testing. You may reach her by calling her office during business hours (802) 540-2512 or cell at any hour (802) 373-8211. Or Jon Moore (Alternate), Green Mountain Transit Assistant General Manager, (802) 540-2527.**

XI) Covered Positions

- A) Dispatchers
- B) Bus Drivers
- C) Van Drivers
- D) Mechanics
- E) Custodians - a category of the mechanics that work on or drive buses
- F) Fleet Service Technicians
- G) Maintenance Manager
- H) Operations Managers
- I) Operations Supervisors
- J) Training Supervisors

Urban Operators Contract Attachment B:

From GMT Employee Handbook V(T)

General and Sexual Harassment Policy

Employees are prohibited from engaging in the unlawful harassment of other employees, co-workers, or members of the general public. For purposes of this policy, harassment is defined as statements or conduct of a verbal, physical, or written nature that creates an unreasonably abusive or offensive work-related environment for an employee, which adversely affects a reasonable employee's ability to do their job, and which are based on or because of that employee's legally protected characteristic.

General Harassment

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

Sexual Harassment

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors, and other verbal, physical, written, auditory, or visual conduct of a sexual nature. Every employee, regardless of gender or sex, has a personal right to an environment free from sexual harassment. Sexual harassment includes but is not limited to comments, slurs, jokes, innuendoes, cartoons, electronic messages and/or attachments, pranks, text messages, postings on social media, unwelcome sexual advances, requests for sexual favors, and other unwelcome and inappropriate verbal, physical, or written conduct of a sexual nature, which would result in an intimidating, hostile, or offensive environment.

Sexual harassment may occur regardless of the gender or sex of the employees involved. Harassment by an employee that occurs off-duty and off-premises which falls within the above definitions and which affects the work environment as described above may also constitute harassment by this policy.

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

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

Examples of sexual harassment include, but are not limited to the following when such acts or behavior fall under any of the above definitions:

- either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
- touching or grabbing a sexual part of a person's body;
- touching or grabbing any part of a person's body after that person has indicated, or it is known, that such physical contact was unwelcome;
- continuing to ask a person to socialize on or off-duty when that person has indicated they are not interested;

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- displaying or transmitting sexually suggestive pictures, objects, cartoons, or posters if it is known or should be known that the behavior is unwelcome;
- continuing to write sexually suggestive notes or letters if it is known or should be known that the person does not welcome such behavior;
- referring to or calling a person a sexualized name if it is known or should be known that the person does not welcome such behavior;
- regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of a person if it is known or should be known that the person does not welcome such behavior;
- retaliation of any kind for having filed or supported a complaint of sexual harassment (e.g. ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering that person's duties or work environment, etc.);
- derogatory or provoking remarks about or relating to a person's sex or sexual orientation;
- harassing acts or behavior directed against a person on the basis of their sex or sexual orientation; or
- off-duty conduct which falls within the above definition and affects the work environment.

What this employer will do if it learns of possible harassment:

In the event this employer receives a complaint of sexual harassment or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. This employer is committed and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved person does not wish to formally file a complaint.

Depending upon the nature of the complaint, the GMT Board of Commissioners may approve the retention of a third party for the purpose of conducting an investigation.

Every supervisor is responsible for promptly responding to, or reporting, any complaint or suspected acts of sexual harassment. Supervisors should report such complaints or reports, to the Director of Human Resources or the General Manager. Failure by a supervisor to appropriately report or address such harassment complaints or suspected acts shall be considered to be in violation of this policy.

Care will be taken to protect the identity of the person with the complaint and of the accused party or parties, except as may be reasonably necessary to complete the investigation. It shall be a violation of this policy for any person who learns of the investigation or complaint to take any retaliatory action which affects the working environment of any person involved in this investigation.

If the allegation of harassment is found to be credible, this employer will take appropriate corrective action. The employer will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any employee, supervisor, or agent found by the employer to have committed harassment will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal. If the allegation is not found to be credible, the person with the complaint and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

What you should do if you believe you have been harassed:

Any person who believes that they have been the target of sexual harassment, or who believes they have been subjected to retaliation for having brought or supported a complaint of harassment, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the person subjected to the harassment does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the person with the complaint is encouraged to report the situation as soon as possible to the Director of Human Resources or the General Manager.

A person need not be the subject of the harassment to report the offensive conduct to this employer. Persons reporting or participating in an investigation of harassment will be protected by this policy and by state and federal law. It is helpful to an investigation if the person keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

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This employer is committed to ensuring rights are preserved and will not require individuals to waive their rights to be free from harassment under federal and state law.

Contact Information:

Stephanie Reid, Director of Human Resources (802) 540-2512

Clayton Clark, General Manager (802) 540-0491

Mailing Address: 101 Queen City Park Road, Burlington, VT 05401

If the complainant is dissatisfied with this employer's action or is otherwise interested in doing so, they may file a complaint by writing or calling any of the following state or federal agencies:

Equal Employment Opportunity Commission John F. Kennedy
Federal Building

15 New Sudbury Street, Room 475

Boston, MA 02203

(800) 669-4000 (voice)

(800) 669-6820 (TDD)

<https://www.eeoc.gov/employees/charge.cfm>

Complaints must be filed within 300 days of the adverse action.

Vermont Attorney General's Office 109 State
Street

Montpelier VT 05602

(802) 828-3171 (voice)

(802) 828-3665 (TDD)

www.atg.state.vt.us

Complaints should be filed within 360 days of the adverse action.

Vermont's Human Rights Commission 12 Baldwin
Street

Montpelier VT 05602

(800) 416-2010 (voice and TDD) www.hrc.vermont.gov.