

SECOND TENTATIVE AGREEMENT

THIS SECOND TENTATIVE AGREEMENT, made and entered into this ____ day of March, 2011 by and between the Chittenden County Transportation Authority, a political subdivision of the State of Vermont chartered by the Vermont General Assembly (Employer) and the Chauffeurs, Teamsters and Warehousemen, Local 597, affiliated with the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers of America (Union);

WHEREAS, the parties had previously negotiated, ratified and executed a collective bargaining agreement that commenced July 1, 2007 and was scheduled to expire June 30, 2010; and

WHEREAS, in March of 2010 the parties commenced negotiations concerning the terms and conditions of a successor agreement with such negotiations continuing until October 21, 2010 at which time a Tentative Agreement was reached; and

WHEREAS, such Tentative Agreement was presented to a vote by the Union membership but such membership voted against ratification of the Tentative Agreement; and

WHEREAS, as a result, the parties engaged the services of Ira Lobel, Esq. as mediator and factfinder with regard to the issues identified by the parties as remaining in dispute; and

WHEREAS, after meeting with the parties and attempting to mediate their differences Mr. Lobel issued his Factfinder's Report and recommendations on March 10, 2011; and

WHEREAS, the parties have considered the Factfinder's recommendations and, with one exception, have determined to accept such recommendations as a basis for settling their differences; and

WHEREAS, the parties have reached a Second Tentative Agreement, subject to ratification by the Union's membership and Employer's Board of Trustees;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE UNION AND EMPLOYER AS FOLLOWS:

1. The contractual provisions covered by this Second Tentative Agreement are composed of four parts, as follows:

Part 1, which shall consist of all tentative agreements reached in bargaining between the parties which were not advanced by either party as an issue in need of resolution in the factfinding process. Such tentative agreements are attached hereto and incorporated herein as Exhibit A.

Part 2, which consists of the Factfinder's recommendations accepted by the parties, as follows:

a. Article III. (E), Hours shall read as follows: (E) Each employee with a regularly assigned work shift of ~~seven (7)~~ six (6) or more hours shall have a minimum of one half (0.5) hour or a maximum of one hour unpaid meal break.

Any employee with an assigned work shift of ~~five less than six hours or less~~ will not have an unpaid meal break. The time between a driver's arrival at Cherry Street, the Village of Essex and University Mall and three 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 eight hours shall have paid fifteen (15) or thirty (30) minutes break. Employees forged onto 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.

b. Article II, Stewards shall be amended by adding Subsection (e) as follows: Representation by Stewards. Stewards shall provide representation to covered employees at disciplinary and investigatory meetings at the request of the employee or employer. The Employer shall pay Stewards a combined total of up to ten (10) hours per month for the Stewards to attend disciplinary and investigatory meetings. Such meetings shall normally take place during hours in which the neither affected employee nor the steward are assigned to work. The Employer shall pay Stewards a combined total of up to ten (10) hours per month for the Stewards to attend disciplinary and investigatory meetings. Once the ten (10) hours has been consumed the Stewards will not receive further compensation from the Employer.

c. Article III, LABOR MANAGEMENT will be amended to read as follows: A Labor Management Committee made up of CCTA's General Manager and/or other managers appointed by the General Manager, and 4 representatives appointed by the Steward which shall include a dispatcher, a full time driver with more than 10 years of experience, a full-time driver with more than 10 years of experience, a full-time driver with less than 5 years of experience and the Steward will meet for the purpose of discussing work schedules, crew assignments and related operational issues, and possibilities for improvements thereto.

The Committee shall meet not less than twice per year, prior to the posting of each bid and more often as mutually determined to be beneficial. Employees authorized to participate as a part of the Committee shall be compensated for each meeting attended by receiving a credit of 2 hours worked.

Management and the Union agree to discuss subjects affecting workplace protocols/procedures except for those that are mandatory subjects of collective bargaining and specific grievances that are being processed through the grievance and arbitration provisions hereof.

d. Article IV, B, Part-Time Employment shall be amended to read as follows: (B) PART-TIMERS. The Employer may hire no more than ~~seven (7)~~ thirteen (13) CDL drivers, except current full-time Employees who have a minimum of ten (10) years of service and wish to become part-time. Employee shall be allowed to do so by the Employer. Full-time employees with ten (10)

years of service who become part-time Employees shall not be required to accept a part-time bid assignment but instead may select their hours through the daily assignment process. Current part-time employees shall be grandfathered into a non-assigned part-time position if they so choose, except the Employer may hire an additional three (3) part-time CDL drivers for a total of ten (10) if those additional three (3) are full-time CDL Employees going to part-time. All part-time Employees shall work a minimum of forty (40) hours a month, if work is offered and available, but no more than twenty (20) hours per week except under the provision contained in Article IV(1)(3) (only to avoid a force) ~~and except when they have under 20 hours of 17 hours or less they may accept a full piece of work being offered in the assignment process in Article IV(1)(1).~~ Part-time Employees, except for those grandfathered, with less than ten (10) years of full-time service, shall have a bid assignment which shall consist of assigned runs. Part-time Employees who have assignments shall be assigned to work neighborhood specials to the greatest extent practicable to meeting Employer's needs. The Employer shall reduce the number of part-time bids during the summer months due to reduction of service and the selection of remaining (and commensurate summer time off requests by part-time Employees) part-time bids will be done by seniority. The Employer shall increase by two, the daily number of vacation bids available for full-time drivers during the summer months.

Full-time bargaining unit Employees with less than ten (10) years of service shall be offered a part-time position when such positions become available prior to hiring from outside the company provided that such full-time Employees have no current disciplinary suspensions or more than one at fault accident in their personnel file.

Nothing in this section shall prevent the Employer from reducing the current number of full-time Employees; however, such reduction shall be accomplished by attrition, except when business needs to dictate an overall reduction in force. Except in unusual circumstances, this language cannot be used to force a current full-timer to work part-time.

e. Article VII, Grievance Procedure and Arbitration, Section (B)(1) Step 1 is hereby amended to read as follows:

The Shop Steward shall advance all grievances claimed by the Union or any of its members to the Assistant General Manager, and the Assistant General Manager shall advance all grievances claimed by the Employer or the Shop Steward by presenting a written statement of the claimed grievance within ~~three (3)~~ five (5) ~~working business calendar~~ days after disclosure of the occurrence of the act on which the grievance is based. This written statement must be presented only to the Assistant General Manager, or, in his/her absence, the Operations Manager. The Shop Steward and the Assistant General Manager (or Operations Manager) shall meet, unless waived in writing by the Employee, to discuss the grievance and make an earnest effort to settle the grievance, but if unable to reach agreement within ~~three (3)~~ five (5) ~~working calendar~~ days, each shall submit to the other a written statement of their respective position and immediately report

their disagreement to their superiors; the Steward to the Business Agent of the Union, the Assistant General Manager to the General Manager of the Employer or his/her designated representative.

Additionally, in all other steps of the Grievance procedure, reference to “Days” shall be to “Calendar Days.”

f. Article V(A)(5) Longevity Pay shall be added to read as follows:
Employees who have fifteen (15) years of service shall receive an annual longevity pay bonus of \$1,200 in the third week of June if still an Employee.

Part 3: Article VI, General Provisions, shall be as tentatively agreed by the parties on August 16, 2010 and shall read as follows:

(A) The Employer agrees that, in the absence of an emergency, reasonably requiring such action, no work presently being done by members of the bargaining unit shall be subcontracted if such subcontracting would cause any members of the bargaining unit to be laid off. Nothing in this agreement shall prohibit the Employer from contracting out work for special transportation services for people with disabilities or from contracting out work which has been contracted out in the past.

(B) The Employer shall not enter into any Agreement or contract with members of the bargaining unit, individually or collectively, or with any offer 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 Memorandum’s of Understanding that further clarify the intent of a specific provision of this Agreement. Such Memorandum’s of Understanding are only valid and enforceable if signed by both the General Manager and the Union.

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

(D) Discipline & Discharge

(1) The Employer shall not discipline, discharge or suspend an Employee without just cause. Where just cause exists, the Employer will apply the principles of progressive discipline, as noted herein, in determining the level of discipline warranted. Discipline will be imposed within twenty (20) 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.

- First offense – written-verbal warning.
- Second offense – written warning.
- Third offense – suspension (3 days).
- Fourth offense – suspension (5 to 10 days).
- Fifth offense – termination.

(2) When an offense is appropriately severe, the Employer shall have the right to immediately impose a Third or Fourth offense suspension. By way of example, justification for such action shall include, but shall not be limited to, the follows:

~~(a) Dishonesty (e.g., falsification of records, theft, etc.)~~

~~(b) Gross insubordination.~~

~~(a)(e) Intentional or negligent misuse, defacement, damage or destruction of the Employer's property or property belonging to another Employee or member of the CCTA Board of Commissioners.~~

~~(b)(d) Being under the influence of, the possession of, distributing, or consuming alcohol or drugs (illegal or unprescribed) on Employer's premises or on duty at any location and w~~When an Employee receives his/her first positive drug test result (provided the Employee satisfactorily completes a program of treatment as provided by Drug/Alcohol Policy).

~~(c)(e) Gross negligence (reckless disregard of possible consequences in the performance of duties.~~

~~(d)(f) Violation of Employer's Harassment Policy.~~

~~(e)(g) Suspension or revocation of driver's license for 30 days or less (and suspension shall be equal to duration of driver's license loss).~~

(3) The Employer shall have the right to immediately terminate for appropriately severe offenses, including by way of example;

(a) Dishonesty (e.g., falsification of records, theft, etc.

(b) Gross insubordination.

(c) Intentional defacement, damage or destruction of the Employer's property belonging to another Employee or member of the CCTA or Board of Commissioners.

(d) Being under the influence of the possession of distributing or consuming alcohol or drugs (illegal or unprescribed) while on Employer's premises or on duty at any location.

(e) As noted in VIII (A), (C), (D) and (E).

(f)(b) Suspension or revocation of driver's license for more than 30 days or the Employee's second conviction for driving under the influence of alcohol or drugs.

(g)(e) Second positive drug test.

(h)(d) Falsification of job application during first 365 days of employment.

(i)(e) Second violation of Employer's harassment policy or a first violation which involves a physical assault.

(4) Prior to implementing any suspension or discharge, the Employer will provide the Employee Loudermill and Weingarten rights. an opportunity to meet with a representative of the Employer to discuss the basis for such action. The Employee shall be entitled to Union representation at such meeting.

(5) With the exception of warnings/suspensions concerning violations of the Employer's harassment policy which shall not be removed, sexual harassment, written warning or suspensions shall be removed from an Employee's personnel file after twelve (12) consecutive months from the date of issuance of the Employee's most recent warning. In the case of suspensions, the time period shall be eighteen (18) months from the date of issuance of the Employee's suspension. Provided, if the matter constitutes a threat to public safety, the retention period for personnel records shall be twenty-four (24) months. If any such matter is brought to arbitration, the time period shall run from the date of the arbitrator's ruling upholding the warning or suspension, whichever occurs later. In instances where an Employee is on an approved leave under the terms of this Agreement, that time on leave shall not count towards the satisfaction of the consecutive months of employment requirement contained in this paragraph for the removal of written warnings or other disciplinary memos.

(6) This Section (D) does not apply to probationary Employees. See Article IV(C) regarding probationary Employees.

(7) Anonymous passenger or public complaints shall not be used as the sole basis for disciplinary action against an Employee. To the extent possible, the Employer shall record the name and phone number of each complainant. No customer complaint shall be made a part of an Employee's personnel file until presented to the Employee for comment. The Employee's response to the complaint shall also be part of 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 make a request of Human Resources at a reasonable time.

(8) The reasons for discipline must be established by the preponderance of evidence standard. Discipline shall be rationally related to the severity/frequency of the offense(s).

(9) The Employer provides video surveillance on its buses for the safety of the Employees, its passengers and as part of its risk management strategy. Video surveillance used in a disciplinary proceeding against an Employee shall result from a complaint, accident or identifiable incident.

(E) Safety

It shall be the duty of the Employer to make every reasonable effort to provide safe work site conditions as provided by State, VOSHA, DMV and Federal OSHA regulations. Any alleged violation of safe work site conditions shall be processed pursuant to VOSHA/OSHA regulations.

(F) No Employee shall be required to speed to meet any of the Employer's schedules.

(G) The Employer agrees to provide a suitable place for the showing of information of interest to the members of the Union, including a copy of this Agreement, posting of bids and bulletins or letters to and from the Employees.

(H) Medical Examinations

(1) Every Employee shall be physically qualified to perform the duties required of him/her. Such qualifications to be determined by medical examinations conducted by either the Employee's primary care physician at the Employee's expense or an Employer assigned doctor paid for the by the Employer as determined by the Employer.

(2) The Employer may conduct such pre-employment "reasonable cause" (known as probably 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 here it supersedes state law), provided that procedure shall be in accordance with provisions of Attachment D.

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

(J) Every employee shall be expected to report for work on time and shall be dressed and ready to tart work at the beginning of their shift.

(K) All members of the bargaining unit shall be required to attend Employer sponsored ~~driver~~-meetings or trainings as determined necessary and scheduled by the Employer, which shall be considered working time. If an Employee is called into work to attend a special meeting or training, such Employee shall be guaranteed a minimum of two hours of pay for such meeting. If an Employee is called into 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 hours.

(L) Each Employee covered in this bargaining unit with the exception of custodians and body technicians shall maintain a valid Class B Commercial Driver License with Passenger Endorsement. New Employee hired on or after the effective date of this Agreement must obtain a Class B Commercial Driver License within 30 days, except the grace period for Maintenance Employees shall be 90 days, to remain within the employ of the Employer, provided however, that Motor DMV makes such tests available during the 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, s/he may return to work only if s/he has re-obtained a valid Class B Commercial Driver's License within the term of the leave of absence.

(M) All accidents and incidents must be reported from the scene, is possible. Accidents and incidents must then be fully, properly, and completely reported by the Employee or Employees involved, upon the report forms provided by the Employer. Such reports shall be prepared and delivered to the Employer during the day on which the accident or occurrence took place, if possible, but in no event later than twenty-four (24) hours after the occurrence took place, excluding holidays or weekends. Failure to comply may result in disciplinary action. Any

driver involved in two (2) preventable accidents in any twelve (12) month period shall participate in eight hours of driving instruction (the course to be specified and paid for by the Employer) and the time spent participating in such instruction shall be paid. Any driver employee involved in three (3) preventable accidents in any twelve (12) month period may be terminated. An employee driver charged with a preventable accident shall be afforded the opportunity to present mitigating circumstances to the Assistant General Manager for his/her consideration. Mitigating circumstances shall include but not be limited to construction zones and extreme weather conditions.

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 ~~\$100~~ \$250 (two hundred fifty dollars). 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 ~~\$50~~ \$125 bonus under the same conditions as full-time drivers.

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

(O) 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 Assistant General Manager as a grievance.

(P) 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) New work (i.e. new transit runs or routes beginning on or after the effective date of this Agreement) performed by the bargaining unit may, at the Employer's discretion, be made available for bid purposes to Employees hired after July 1, 2004 only. The term "new work" for purposes of this Section, shall not include restored runs for an existing route.

(R) Perfect Attendance Bonus. For perfect attendance, an Employee shall receive a ~~\$100~~ \$250 bonus. Days out of work for Jury Duty, Bereavement, Military, Holidays and Vacation leave count as attendance days; time away from work because of sick leave, personal days, worker's compensation, short term disability leave, FMLA leave and unpaid leave of absence count as not having a perfect attendance.

(S) Bathroom 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 bathroom facilities at the terminus of commuter routes.

Part 4: In all other respects, the terms and conditions of the 2007-2010 Collective Bargaining Agreement shall remain in full force and effect for the duration of this Agreement.

2. This Second Tentative Agreement is subject to ratification by the Union’s membership and Employer’s Board of Commissioners. The Agreement shall not be considered in full force and effect until the ratification process has been completed and the Agreement has been executed by the duly authorized representatives of both parties.

3. Those executing this Second Tentative Agreement on behalf of the bargaining committees of the Union and Employer will recommend the ratification of this Second Tentative Agreement and shall work in good faith without expressed reservation to secure this result.

IN WITNESS WHEREOF, the bargaining committees of the Union and Employer execute this Second Tentative Agreement as of the day and date first above written.

CCTA

UNION

EXHIBIT A

(Sections previously resolved by TA and not presented at Factfinding, as attached)

See link to first tentative agreement at cctaride.org