



LOCAL DIVISION 1548

AMALGAMATED TRANSIT UNION AFL-CIO, CLC

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Town of Chilmark
Board of Selectmen
Front Desk

By Email (angie@vineyardtransit.com and info@vineyardtransit.com) and First-Class Mail

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Robert Mackay
Advisory Board Member
Martha's Vineyard Transit Authority
11A Street, Airport Business Park
Edgartown, MA 02539

Dear Administrator Gompert, Chairperson Miller, Treasurer Jason, Clerk Wasserman, and Members Leaird, Snider and Mackay,

This letter is to advise that Martha's Vineyard Transit Authority (VTA), through its Administrator Angie Gompert, is exercising substantial, direct and immediate control over the terms and conditions of employment of, and is directing labor relations governing, Amalgamated Transit Union Local 1548's members at Transit Connection, Inc. (TCI). VTA is therefore acting as a joint and/or single employer of the employees of TCI. Amalgamated Transit Union Local 1548 (ATU) demands that VTA immediately come to the table to bargain as an employer of TCI's employees providing services for VTA and rescind all unilateral changes to employees' terms of employment.



VTA has exercised substantial, direct and immediate control over TCI's employees' terms of employment and has exercised centralized control over labor relations that are nominally between TCI and ATU. VTA through Administrator Gompert directed TCI's lead negotiator to withdraw numerous tentative agreements (TAs) already reached in collective bargaining with TCI. VTA then directed TCI to make alternative proposals on those subjects, directed TCI to make a last, best and final offer (LBFO), and directed TCI as to the content of that offer. The withdrawn and modified proposals include at least the following:

- TCI and ATU had TA-ed that any wage increases would be retroactive to March 1, 2023. At VTA's direction, TCI withdrew that TA and made its wage proposal effective the first pay period after both parties sign the agreement.
- TCI and ATU had TA-ed that seasonal employees could only perform unit work from May 1 through October 1. At VTA's direction, TCI withdrew that TA and proposed that seasonal employees could be used for any six-month period in the year.
- TCI and ATU had TA-ed that for the purpose of just cause and progressive discipline, the Employer would only consider disciplines issued in the prior 24 months. At VTA's direction, TCI withdrew that TA and proposed that the Employer would look back to the last 36 months.
- TCI and ATU had TA-ed that the contract term would extend from January 1, 2023, through December 31, 2025. At VTA's direction, TCI withdrew that TA and proposed that the CBA would be effective from the day of signing until three years thereafter.
- TCI and ATU had TA-ed that the Employer would pay \$225/month to any member who had Medicare Supplemental insurance. At VTA's direction, TCI withdrew that TA and proposed that the Employer would only pay 75% of the Medicare Supplemental insurance cost.
- TCI had previously proposed to deny any sick leave to part-time employees working fewer than 20 hours per week. ATU raised its concern that this proposal likely contravened Massachusetts paid sick and family leave requirements, so TCI withdrew its proposal. At VTA's direction, TCI has now reissued that same proposal as part of TCI's last, best, and final offer.
- TCI and ATU had previously TA-ed that portions of the contract that TCI and ATU had no proposals regarding would not be subject to change. At VTA's direction, TCI withdrew that TA and issued a new proposal that the no-strike article also prohibit sick-outs.

In addition, it is our understanding that VTA also directs and/or participates in hiring on behalf of TCI. When an applicant files an application to be an operator, the application has VTA's name and logo on it, as well as TCI's name. TCI's address is listed as VTA's address. The application goes a VTA email account, humanresources@vineyardtransit.com. We believe VTA then plays a role from there in determining who to hire.

VTA is deciding our members' terms of employment. ATU therefore demands that VTA come to the table to bargain. If VTA will be directly controlling collective bargaining, directly controlling bargaining proposals, and directing TCI to rescind TAs, VTA needs to be at the table so that we can bargain with you directly. Through your actions, you are acting as a joint and/or single employer for our members, and therefore you have a duty to bargain with ATU.

Please provide bargaining dates for June, July, and August for which you are available to negotiate.

In addition, as a joint and/or single employer of our members at TCI, VTA has a duty to refrain from any unilateral changes from employees' terms of employment. ATU has never consented to the outside-contracting of bargaining unit work. VTA must cease and desist from contracting out bargaining unit work to non-bargaining unit employees. VTA must therefore cease contracting with A Yankee Line pursuant to its December 1, 2022 contract.¹

Please respond to this letter by June 22, 2023. We look forward to working with you to bargain over your employees' terms of employment.

Best regards,

Charles A. Ryan III
President/Business Agent
Amalgamated Transit Union Local 1548

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¹ In addition, we note that your contract with A Yankee Line contains an illegal clause: a requirement that A Yankee Line "inform the drivers they select to operate VTA buses to not disclose terms of employment, including rate of pay and benefits." It is illegal for an employer to prohibit employees from discussing their rate of pay and benefits.