



December 26, 2012

T0: Gold Coast Transit Board of Directors

FROM: Steve L. Rosenberg   
Director of Administrative Services

RE: **Consider Adoption of Resolution Number 2013-01, to Implement Revisions to the Gold Coast Transit Personnel Rules effective January 2, 2013**

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### I. Executive Summary

The GCT personnel rules were last revised in January 2012 and are subject to periodic update. This update specifically and exclusively updates Section 8 of the Personnel Rules to incorporate the changes resulting from the implementation of AB340, the Public Employees Pension Reform Act (PEPRA).

PEPRA establishes a new pension plan for employees hired into the CalPERS system on or after January 1, 2013, with an exception for certain members of agencies with an established reciprocal agreement with CalPERS. The new plan is the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members. PEPRA also establishes that members hired into the new plan must pay at least 50% of the total normal cost of their plan, to a maximum of 8%. For non-represented employees, PEPRA requires that these changes be effective for employees hired on or after January 1, 2013.

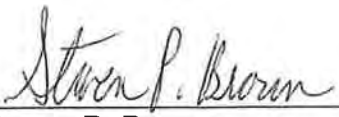
Attachment "A" is a mark-up version of the revisions to Section 8 of the Personnel Rules; Attachment "B" is a finalized full version of the updated GCT Personnel Rules.

### II. Summary and Recommendations

**It is recommended that the Board adopt Resolution 2013-01 to implement the revised Gold Coast Transit Personnel Rules, effective January 2, 2013.**

**Consider Adoption of Resolution Number 2013-01, to Implement Revisions to the Gold Coast Transit  
Personnel Rules effective January 2, 2013**

General Manager's Concurrence:

  
\_\_\_\_\_  
Steven P. Brown

**RESOLUTION NO. 2012-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF GOLD COAST TRANSIT  
PROVIDING FOR THE REVISION TO THE PERSONNEL RULES**

WHEREAS, there is now in effect a Resolution Providing for Employment Terms and Conditions, amended by Resolution No. 90-04, Resolution No. 91-07, Resolution No. 2001-07, Resolution No. 2003-07, Resolution No. 2005-13, Resolution No. 2007-01, Resolution No. 2009-08, Resolution No. 2012-03, and

WHEREAS, it was determined that Section 8 of the Personnel Rules needed to be amended to incorporate changes to California public pension law resulting from the implementation of AB340, the Public Employees Pension Reform Act (PEPRA);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Gold Coast Transit that the attached revised Personnel Rules replace and supersede the rules as approved in Resolution No. 90-04, Resolution No. 91-07, Resolution No. 2001-07, Resolution No. 2003-07, Resolution No. 2005-13 Resolution No. 2007-01, Resolution No. 2009-08 and Resolution No. 2012-03.

PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF JANUARY, 2013

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John Zaragoza  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2013-01 was duly adopted by the Board of Directors of Gold Coast Transit at a regular meeting thereof held on the 2<sup>nd</sup> day of January, 2013

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Steven P. Brown  
Secretary of the Board

## Attachment "A"

### **SECTION 8: RETIREMENT**

A. This section will apply to non-represented employees who have an appointment that would normally work over 1,000 hours in a 12-month period.

B. For employees hired into the CalPERS system or a reciprocal pension system (as defined by CalPERS) on or before December 31, 2012 who qualify as "classic employees" in accordance with CalPERS policies, the retirement program for GCT is the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members. The retirement program for GCT includes the 1959 Survivor Benefit Level IV, for which the employee is responsible for paying the premium.

B1. Effective November 2, 2011 ("conversion date"), employees whose current employment with GCT began hired on or after the conversion date will be considered "recent employees" for purposes of this section. Employees whose current employment with GCT began hired before the conversion date will be considered "prior employees" for purposes of this section. For "prior employees," GCT shall contribute to the California Public Employees' Retirement System (CalPERS) the employee contribution portion for the 2.7% @ 55 full and supplemental formula for local miscellaneous members. For "recent employees," GCT and the employee shall each contribute to the California Public Employees' Retirement System (CalPERS) a share of the employee contribution portion for the 2.7% @ 55 full and supplemental formula for local miscellaneous members, in accordance with Section B.2C of this section.

C2. For "recent employees" the employee ~~contribution share percentages shall contribute~~ will be as follows:

~~From Conversion Date to January 7, 2012: Employee pays 2.5% of covered wages; Employer pays 5.5% of covered wages; January 8, 2012 through June 23, 2012: Employee pays an additional .5% for a total of 3% of covered wages; Employer pays 5% of covered wages; Commencing June 24, 2012 and after: Employee pays an additional 1% for a total of 4% of covered wages; Employer pays 4% of covered wages;~~

D3. For any fiscal year in which GCT's employer contribution to the California Public Employees' Retirement System retirement program referenced in Section A of this article is 10% or less of covered wages, the "recent employees" employee contribution share percentage will be reduced from 4% of covered wages by the difference. *(Example: If GCT's employer contribution were 9.25%, the "recent employees" employee contribution share percentage would drop by .75% [10%-9.25%]; this would make the "recent employees" employee contribution 3.25% [4%-.75%.])*

C. For employees hired on or after January 1, 2013 who do not qualify as "classic members" in accordance with CalPERS policies, the retirement program for GCT is the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members. The retirement program for GCT includes the 1959 Survivor Benefit Level IV, for which the employee is responsible for paying the premium. Employees in this plan are responsible for paying a portion of their 8% member contribution equal to 50% of the total normal cost rate for the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members, to a maximum of 8%. ~~their defined benefit plan, with GCT will pay~~ paying the remainder of the 8% member contribution.

As of January 2, 2013, 50% of the total normal cost rate for the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members was equal to 6.25%.

into the CalPERS system or a reciprocal pension system (as defined by CalPERS) on or before December 31, 2012 who qualify in accordance with CalPERS policies;

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## PERSONNEL RULES

A consolidation of Board resolutions and minute orders.

Revised January 2, 2013

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## I. COMPENSATION

### SECTION 1: SALARY RATES

- A. Represented Positions: The salary rates of the following position titles are established pursuant to memoranda of understanding entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721, as adopted by resolution of the Board of Directors:

Bus Operator

Mechanic I, II and III  
Service Worker I and II  
Facility and Equipment Mechanic I and II  
Building Maintenance Worker  
Maintenance Material Specialist  
Customer Services Assistant  
Marketing Coordinator

- B. Non-Represented Positions: The Board of Directors adopts a separate resolution to set the salary ranges for non-represented positions.
- C. Cost of Living Adjustments: In determining appropriate annual salary range adjustments, the Board of Directors shall consider a cost of living adjustment for non-represented personnel. The Board shall consider in each fiscal year the most recent monthly Greater Los Angeles Consumer Price Index for all urban consumers (CPIU) immediately preceding the beginning of the cost of living adjustment.

### SECTION 2: SALARY ADMINISTRATION

(Non-Represented Personnel)

- A. Original Appointment: The beginning rate of compensation for the initial appointment to a position shall normally be at the minimum salary level. However, the beginning rate of compensation may be fixed by the General Manager at a level above the minimum if the appointee's experience and ability justify such placement.
- B. Advancement in Rate of Compensation: The compensation system for non-represented personnel is performance based. Performance at a competent level for years in a position is the criteria for movement through a salary range. The General Manager may advance an

employee through their range based upon individual performance. Such advancement may occur at any time, but typically occurs in conjunction with an annual performance review, and normally will not occur more frequently than once every six (6) months. There are no fixed steps for salary progression through the range.

- C. Range Adjustment Parity: Whenever the Board of Directors makes a salary range adjustment for parity, the individual employee's salary will be performance based, as determined by the General Manager.

### SECTION 3: OVERTIME (Non-Represented Personnel)

- A. Overtime Work - Defined: If a non-exempt, non-represented employee works more than forty (40) hours in any work week, the excess time will be considered overtime. Overtime shall not be pyramided or compounded.
- B. Overtime Exclusions: The overtime provisions of this section shall not apply to those officers or employees occupying exempt positions. With the approval of the General Manager, persons occupying exempt positions may be given time off with pay when they have worked inordinately long hours. However, as a general policy the regular specified salary is intended to compensate exempt personnel for the performance of their assigned responsibilities. These positions include, but are not limited to, the following:

General Manager  
Director of Administrative Services  
Director of Fleet and Facilities  
Director of Planning and Marketing  
Director of Transit Operations  
Human Resources and Risk Manager  
Paratransit and Special Projects Manager  
Purchasing Manager /DBE Officer  
Communications and Marketing Manager  
Transit Supervisor  
Operations Training & Safety Officer  
Maintenance Supervisor  
Transit Planner  
Accounting Manager  
Assistant Buyer  
Office Manager

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**SECTION 4: LONGEVITY PAY**

(Non-represented personnel)

To encourage stability of employment with GCT, additional payment over and above the salary assigned to a position classification shall be paid to each regular full-time employee as follows:

- A. Employees shall receive an additional sum equal to one percent (1%) of the basic salary step held by the employee for each five (5) years of GCT service.
- B. The additional payment shall be made at each time any installment of salary is made to the eligible employee, and the amount of the additional payment shall be predicated upon the increment of salary then paid.

**SECTION 5: BILINGUAL PAY**

Consistent with the need of GCT for bilingual ability, a GCT employee may be authorized additional compensation for bilingual ability. To qualify, the bilingual employee must use both languages to meet a public service responsibility and display a sensitivity toward the culture and needs of a large group of foreign language speaking residents. The General Manager, or designee, shall establish guidelines governing position assignments or duties, language ability, minimum bilingual frequency, and other reasonable rules for the authorization of payment to specific employees. Compensation for bilingual pay shall be computed at \$55.00 per month (\$.3174 per hour) for positions requiring bilingual speaking and \$85.00 per month (\$.4904 per hour) for positions requiring bilingual speaking and writing.

**SECTION 6: UNIFORMS**

Provision of uniforms to represented positions is controlled by the memoranda of understanding entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721, as adopted from time to time by the Board of Directors. Uniforms are also provided to non-represented supervisors.

**SECTION 7: INSURANCE**

Medical, Dental and Vision Insurance: GCT shall make available group medical-hospital, dental and vision care insurance for all non-represented GCT regular and probationary

employees who are scheduled to regularly work a minimum of thirty-two (32) hours or more per week. For non-represented GCT employees, the maximum GCT insurance premium monthly contribution for health, dental, and vision as of this date is as follows:

<u>Employee</u>	<u>Employee + 1</u>	<u>Employee + 2</u>
All	\$833.00	\$1,022.00

The Director of Administrative Services will publish the information to all non-represented employees annually or anytime there is a change.

The medical, dental and vision provisions relating to the represented employees are governed by the memoranda of understanding entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721, and adopted by the Board of Directors.

**SECTION 8: RETIREMENT**

A. This section will apply to non-represented employees who have an appointment that would normally work over 1,000 hours in a 12-month period.

B. For employees hired into the CalPERS system or a reciprocal pension system (as defined by CalPERS) on or before December 31, 2012 who qualify as "classic employees" in accordance with CalPERS policies, the retirement program for GCT is the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members. The retirement program for GCT includes the 1959 Survivor Benefit Level IV, for which the employee is responsible for paying the premium.

1. Effective November 2, 2011 ("conversion date"), employees whose current employment with GCT began on or after the conversion date will be considered "recent employees" for purposes of this section. Employees whose current employment with GCT began before the conversion date will be considered "prior employees" for purposes of this section. For "prior employees," GCT shall contribute to the California Public Employees' Retirement System (CalPERS) the employee contribution portion for the 2.7% @ 55 full and supplemental formula for local miscellaneous members. For "recent employees," GCT and the employee shall each contribute to the



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California Public Employees' Retirement System (CalPERS) a share of the employee contribution portion for the 2.7% @ 55 full and supplemental formula for local miscellaneous members, in accordance with Section B.2 of this section.

2. For "recent employees" the employee shall contribute 4% of covered wages; Employer pays 4% of covered wages;

3. For any fiscal year in which GCT's employer contribution to the California Public Employees' Retirement System retirement program referenced in Section A of this article is 10% or less of covered wages, the "recent employees" employee contribution share percentage will be reduced from 4% of covered wages by the difference. *(Example: If GCT's employer contribution were 9.25%, the "recent employees" employee contribution share percentage would drop by .75% [10%-9.25%]; this would make the "recent employees" employee contribution 3.25% [4%-.75%.])*

C. For employees hired on or after January 1, 2013 who do not qualify as "classic members" in accordance with CalPERS policies, the retirement program for GCT is the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members. The retirement program for GCT includes the 1959 Survivor Benefit Level IV, for which the employee is responsible for paying the premium. Employees in this plan are responsible for paying a portion of the 8% member contribution equal to 50% of the total normal cost rate for the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members, to a maximum of 8%. GCT will pay the remainder of the 8% member contribution.

As of January 2, 2013, 50% of the total normal cost rate for the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members was equal to 6.25%.

## II. LEAVE TIME BENEFITS

### SECTION 9: VACATION LEAVE

Unless otherwise indicated, the provisions contained in this section apply to non-represented personnel who are scheduled at a

minimum to regularly work thirty-two (32) hours or more per week.

A. Vacation Entitlement: Employees having a regular appointment to a position as described above are eligible for their first vacation when they have completed two weeks of continuous service. All non-represented personnel earn vacation for each biweekly pay period, or major fraction thereof, of service, from the date of their original appointment in accordance with the following table:

### B. VACATION CREDITS FOR FULL-TIME SERVICE

Years of Service	Hours/Month	Hours/Biweekly Period
Less Than 3	6-2/3	3.077
3 But Less Than 5	8	3.693
5 But Less Than 7	8-2/3	4.000
7 But Less Than 9	9-1/3	4.308
9 But Less Than 10	10	4.616
10 But Less Than 11	10-2/3	4.924
11 But Less Than 12	11-1/3	5.231
12 But Less Than 13	12	5.539
13 But Less Than 14	12-2/3	5.847
14 Or More	13-1/3	6.154

Regular and probationary employees who are scheduled to work less than thirty-two (32) hours per week are considered part time workers. Part-time workers must work a minimum of 20 hours per week to receive 1/2 the vacation entitlement. Certain part-time positions may be approved to be excluded from receiving benefits.

The general manager shall receive vacation accrual in accordance with the general manager's employment agreement.

B. Vacation Severance Pay: Any employee who leaves the service of GCT shall be paid for accrued vacation at the employee's current salary rate.

C. Vacation Carried Forward: Vacation shall be taken at the time it is earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance may an employee carry forward total vacation accrual as of the first of April of any year greater than twice the number of days that the employee currently earns annually. Employees affected by this limit will be notified during January of each year that they either are

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already over the maximum, or could exceed the maximum on or before the first of April. The employee can then do any or all of the following:

1. After January 1<sup>st</sup> and prior to March 31<sup>st</sup>, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All assigned vacation must be completed prior to April 1<sup>st</sup>.
2. Prior to April 1<sup>st</sup>, request vacation redemption, in accordance with Section 9F Vacation Redemption, to bring the accrued vacation time amount below the maximum by April 1<sup>st</sup>, or
3. On or after March 1<sup>st</sup> and prior to April 1<sup>st</sup>, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.
4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period beginning after April 1<sup>st</sup>, until enough vacation is taken that the accrued vacation time drops below the maximum.

D. Vacation Scheduling: The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work needs of GCT. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCT's functions will not be negatively impacted.

E. Additional Vacation in Lieu of Sick Leave: When an employee's accumulated sick leave credit as of January 1 of each year exceeds the maximum allowable amount of 1440 hours, the employee shall receive an additional vacation leave entitlement of twenty-five percent (25%) of such excess sick leave.

F. Vacation Redemption: Upon using a minimum of eighty (80) hours of vacation, or forty (40) hours for part-time bus operators, during the past twelve months and with two years of service, an employee may receive pay in lieu of up to one hundred and fifty (150) hours of vacation at the employee's current hourly salary rate. Such employee must have a minimum of forty (40) hours accrued vacation leave after payment. The provisions of this sub-section apply to all employees, whether represented or non-represented.

### SECTION 10: PAID SICK LEAVE:

Unless otherwise indicated, the provisions contained in this section apply to all GCT personnel. Exceptions are from agreements made in memoranda of understanding entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721.

An employee compelled to be absent from duty because of illness or off-duty injury, shall be allowed sick leave with full pay up to the amount of sick leave that such employee has accrued. Any such paid sick leave time shall be deducted from the employee's accrued sick leave. All full-time employees hired on or before December 1, 1981 will accrue sick leave entitlement at the rate of 3.693 hours per biweekly pay period (equivalent of 8 hours per month). Part-time workers that work less than thirty-two (32) hours per week shall accrue a sick leave entitlement at the rate of 1.486 hours per biweekly pay period. Part-time workers must work a minimum of 20 hours per week to accrue a sick leave entitlement. Certain part-time positions may be approved to be excluded from receiving benefits.

All employees hired after December 1, 1981, who become full-time employees, will accrue sick leave at the rate of 2.769 hours per biweekly pay period (equivalent to 6 hours per month). Part-time workers that work less than thirty-two (32) hours per week shall accrue a sick leave entitlement at the rate of 1.385 hours per biweekly pay period. Part-time workers must work a minimum of 20 hours per week to accrue a sick leave entitlement. Certain part-time positions may be approved to be excluded from receiving benefits.

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- A. The maximum sick leave which may be accumulated by any employee is 1,440 hours as of January 1 of each year. If an employee of long tenure is absent from duty due to illness and has exhausted his/her accumulated sick leave, the employee may request that the General Manager, or designee, approve a special leave of absence with pay. Long tenure employee shall be defined as having ten (10) years of continuous service with Gold Coast Transit. The request will be considered based upon such factors as length and nature of illness, length of tenure, accrual balances at the onset of the illness, quality of performance, etc.
- B. An employee absent because of illness is required to notify the employee's immediate supervisor of the illness at least one hour before scheduled to work. The General Manager, or designee, may require verification in the form of a note from a medical physician confirming treatment. When absences are properly scheduled with the employee's supervisor, leaves of absence for dental, optical or other medical attention shall be defined as sick leave.
- C. An employee who is required to be absent for physical examination for possible induction into military service through draft may be allowed up to one day of paid leave.
- D. GCT will pay fifty percent (50%) of accumulated sick leave upon death, retirement or other voluntary employment separations as determined by GCT's General Manager or designee, to those employees with a minimum of ten (10) years of service.
- E. All regular employees who have accrued sick leave for one full calendar year and use sixteen (16) hours or less of accrued sick leave in a calendar year may elect to convert eight (8) hours of accrued sick leave to eight (8) hours of vacation. Such election shall be made in January of the following calendar year.
- F. Sick leave is an employee's privilege and not an absolute right. Violations of overuse of sick leave privileges may result in disciplinary action and loss of pay.
- G. An employee may use up to one-half the annual accrual rate for the care of his or her

child (biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis), parent (biological, foster, or adoptive parent, a stepparent, or a legal guardian), spouse, or registered domestic partner of the employee. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act regardless of whether the employee receives sick leave compensation during the leave (California Labor Code Sec. 233).

**SECTION 11: PAID INDUSTRIAL INJURY LEAVE**

Unless otherwise indicated, the provisions of this section apply to all employees. Exceptions are from agreements made in a memoranda of understanding entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721

Any employee incapacitated to work because of injury or disease "arising out of and in the course of employment," or caused by a worker's job and occurring while working at GCT are entitled to industrial injury leave, medical care and other Workers' Compensation benefits.

A. Worker's Compensation Benefits: If the injury or disease is covered by the Worker's Compensation Insurance and Safety Act, the employee is entitled to the benefits provided under the Act including:

- 1. Related medical expenses; and
- 2. Temporary and permanent disability indemnity benefit payments.

B. Industrial Disability Compensation: Whenever any GCT employee is disabled temporarily and is entitled to receive temporary disability indemnity benefit payments provided under the Worker's Compensation Insurance and Safety Act, the employee shall receive any accumulated sick leave or vacation time up to the amount of the employee's normal net take home pay, but not to exceed a total period of twenty-six (26) weeks for any one injury or all combined injuries within one calendar year

As used in this section, "net take home pay"

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means an employee's regular, current biweekly rate of pay, less deductions for federal and state income tax and PERS retirement plan contributions; and does not include overtime or shift differential pay.

GCT shall continue to pay the employer portion of the medical, life and dental insurance premiums for the period of twenty-six (26) weeks, provided the carrier for each of these programs will accept the payment without additional premium cost to GCT, and the employee will be responsible for paying the employee share. If the employee does not to pay the employee share of the premium, the employer portion will be cancelled and the employee will be referred to COBRA health insurance continuation plan.

All Gold Coast Transit benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue whenever a GCT employee is disabled temporarily and is entitled to temporary disability indemnity benefit payments provided under the Worker's Compensation Insurance and Safety Act, except that employees will continue to accrue such benefits while they are being paid any accumulated sick leave and vacation time.

An employee who is incapacitated from work beyond twenty-six (26) weeks for an Industrial injury for any one injury or all combined injuries within one calendar year will be subjected to the COBRA health insurance continuation plan. (Other benefits, such as pension, 401(k), life insurance, and long-term disability, will be governed in accordance with the terms of each benefit plan.)

- C. Procedure in Event of Injury: In the event of injury, a report must be made by the employee to the employee's immediate supervisor without delay. The supervisor must complete the Supervisor's Report of Accident form and have it filed with GCT's workers' compensation administrator within five (5) days after the injury has been reported. If medical service is needed, the employee should be taken directly to a designated physician for treatment. Report of injuries is mandatory and failure to report may result in loss of eligibility to receive benefits. When the employee returns to work, a copy of the physicians release must

be provided to the General Manager, or designee. The provisions of this sub-section apply to all employees, represented and non-represented.

### **SECTION 12: MILITARY LEAVE-ACTIVE DUTY**

- A. Military leave for active duty or temporary military duty or reserve training will be provided as required by federal and state law.

### **SECTION 13: JURY DUTY**

If a GCT employee is called for jury duty, a leave of absence with pay will be granted provided that:

- A. The employee's supervisor has been notified of the jury summons.  
B. The General Manager could not obtain an excuse from serving on the jury, in those instances where the employee could not be conveniently spared from his duties at the time.

### **SECTION 14: BEREAVEMENT LEAVE**

When an employee is compelled to be absent from duty by reason of the death of a member of the employee's immediate family, such employee shall be entitled to four (4) working days' leave of absence with pay. Immediate family shall be the father, mother, spouse or registered domestic partner, children, brother, sister, grandparent, grandchild, father-in-law or mother-in-law of the employee.

The first four days of bereavement leave taken by an employee are not chargeable to accrued sick leave. Any authorized bereavement leave taken in excess of four days is chargeable to accrued sick or vacation leave, at the employee's discretion.

A regular employee may take an additional two (2) days, chargeable to accumulated sick leave if in the opinion of the General Manager, or designee, excessive travel is required in connection with the death of a family member provided the employee has available accrued sick leave.

### **SECTION 15: PREGNANCY DISABILITY LEAVE (PDL)**

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Any employee who is disabled as a result of pregnancy, childbirth, or related medical condition shall receive up to four months leave (or 88 working days for a full time employee) per pregnancy. Such leave shall be without pay except that the employee shall be required to utilize any available leave benefits to which an employee would otherwise be entitled on account of absence due to disability which is not related to pregnancy, childbirth, or related medical condition. At the General Manager's discretion, longer leaves of absence may be granted if requested by the employee in writing.

Any employee who anticipates being disabled because of pregnancy, childbirth, or related medical condition shall give as much advance notice as possible of the anticipated disability to their supervisor. A leave of absence under this section shall be contingent upon the employee providing a physician's statement which indicates the dates of the expected disability. Employees are entitled to take pregnancy disability leave in addition to any leave entitlement they might have under CFRA/FMLA unless the qualifications for CFRA/FMLA have not been met.

### **SECTION 15A: FAMILY AND MEDICAL LEAVE / CALIFORNIA FAMILY RIGHTS ACT/ PDL / NATIONAL DEFENSE AUTHORIZATION ACT 2008 / MILITARY FAMILY LEAVE ENTITLEMENTS**

Unless otherwise indicated, the provisions of this section apply to all employees. Exceptions are from agreements made in memoranda of understanding entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721.

Gold Coast Transit will grant a leave of absence to regular full-time and regular part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition or in the event of an employee's own serious health condition or because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Leave will be granted for a period of up to 12 weeks in any 12-month period on a "rolling" 12 month period

measured backward from the date of any FMLA/CFRA leave (or longer if required by applicable federal, state or local law).

An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA/CFRA leave.

An employee must have completed at least one full year of service with Gold Coast Transit and have worked a minimum of 1,250 hours in the 12-month period preceding the leave to be eligible for such leave.

### **2. PROCESS FOR LEAVE REQUESTS FOR CHILD/FAMILY CARE OR FOR EMPLOYEE'S SERIOUS HEALTH CONDITION / PDL OR NDAA / MILITARY FAMILY LEAVE**

If an employee requests a leave of absence for any of the above, such as to care for a child after birth, adoption, or placement in his/her home for foster care or to care for a covered family member (or employee) with a serious health condition, an employee will be granted unpaid leave under the following conditions:

- a. If the leave is planned in advance, an employee must provide management with at least 30 days' notice prior to the anticipated leave date, using Gold Coast Transit's FMLA/CFRA or Military Family Leave Request Forms.
- b. If the leave is unexpected, an employee should notify his/her supervisor and the human resources department by filing the FMLA/CFRA or Military Family Leave Request Forms as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when the employee becomes aware of the need for leave).
- c. Any time that an employee expects to be or is absent for more than three consecutive work days as a result of their own serious health condition (including pregnancy), he/she will be required to submit appropriate medical certification from their physician. Such certification must include, at a minimum, the

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date the disability began, and the probable date of their return to work signed by a physician and with their business card as an attachment. Further, the employee may be required to submit to a medical examination by a physician designated by Gold Coast Transit at Gold Coast Transit's expense.

Employees requesting a leave to care for a covered family member with a serious health condition will be required to provide a medical certification and the physician's business card from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees are required to provide additional physician's statements as leave updates at reasonable intervals.

### **3. PAID LEAVE FOR CHILD/FAMILY CARE OR FOR EMPLOYEE'S SERIOUS HEALTH CONDITION / PDL OR NDAA / MILITARY FAMILY LEAVE**

All Gold Coast Transit benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of FMLA/CFRA, PDL, NDAA/Military Family Leave which is unpaid. Subject to applicable law, an employee may use accrued, unused vacation, sick and personal days during the (FMLA/CFRA, PDL, NDAA, MFL) leave period. Once such benefits are exhausted, the balance of the leave will be without GCT pay. Such employees may be eligible for other short-term disability benefits in accordance with applicable federal or state law. All group health benefits (e.g., medical and dental insurance) will continue during the leave, provided the employee continues their regular employee contributions to these plans, subject to the maximum leave entitlement applicable by law. If the leave extends beyond the period allowed by law, benefits become subject to the COBRA health insurance continuation plan. Other benefits, such as pension, 401(k), life insurance, and long-term disability, will be governed in accordance with the terms of each benefit plan.

#### ***a. Returning to Work from Leave***

Before an employee will be permitted to return from medical leave, the employee will be required to present Gold Coast Transit with a release to return to work from the treating physician. GCT may require the employee to be

assessed by GCT's industrial physician, indicating that the employee is capable of returning to work and performing the essential functions of their position, with or without reasonable accommodation. Where required, Gold Coast Transit will consider making reasonable accommodations for any disability an employee may have in accordance with applicable laws. Safety-sensitive employees are subject to FTA drug testing requirements.

#### ***b. Reinstatement Rights***

Eligible employees are entitled upon return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement. These employees will be handled in accordance with the applicable federal or state law on FMLA/CFRA, PDL, NDAA /Military family leave entitlements.

### **SECTION 15B: OTHER LEAVE OF ABSENCE**

Leaves of absence for full-time regular and part-time regular employees who do not qualify for PDL, NDAA/ MFL, FMLA/CFRA are granted at the discretion of the General Manager, and such requests are subject to the following terms and conditions:

- A. Leave requests must be made at least 30 days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using Gold Coast Transit's Leave-of-Absence Form. (Normally, this should be within two business days of when the employee becomes aware of the need for leave).
- B. All Gold Coast Transit benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any leave of absence period which is unpaid. Subject to applicable law, an employee may use accrued, unused vacation, sick and personal days during the leave of absence. Once such benefits are exhausted, the balance of the leave will be without GCT pay. Such employees may be eligible for

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other disability benefits in accordance with applicable federal or state law.

- C. Unless applicable state or local law requires otherwise, leaves for the employee's own serious health condition may be granted for up to a 12-week period. Leaves for other purposes will normally be limited to 30 days. Longer leaves or extensions of previously approved leaves, not to exceed a total of six months, may be granted at the discretion of the General Manager or designee.
- D. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this section. However, Gold Coast Transit will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and Gold Coast Transit's need to fill vacancies and/or its ability to find qualified temporary replacements.

The General Manager, or designee, may grant a regular or probationary employee leave of absence only on a case by case basis. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Failure on the part of an employee on leave to report promptly at its expiration shall be cause for dismissal.

### **SECTION 16: TIME OFF TO VOTE**

Any employee requiring time off to vote, as provided in the California Elections Code Section 14000 may be granted not more than two (2) hours as is necessary to vote at the beginning or end of the work shift, with pay, provided the supervisor, manager or direct report authority is notified in writing two (2) working days in advance that such time is required and necessary.

### **SECTION 17: HOLIDAYS** (Non-represented Personnel)

- A. There shall be no pyramiding of hours. If a holiday falls on an employee's regularly scheduled time off, the employee shall accrue vacation time. If a holiday occurs during an employee's vacation, the employee will receive holiday pay and will not be charged vacation time for that day.

- B. All regular and probationary full-time employees shall be entitled to time off for holidays with pay except those employees engaged in work necessary to the general public health, welfare and safety as determined by the General Manager.
- C. Non-represented employees regularly scheduled to work less than thirty-two (32) hours per week (part-time) will not receive holiday pay.
- D. Holiday Schedule: The holiday schedule shall be as follows:
  1. New Year's Day - January 1
  2. Martin Luther King Day - Third Monday in January
  3. Washington's Birthday - Third Monday in February
  4. Cesar Chavez Birthday - March 31
  5. Memorial Day - Last Monday in May
  6. Independence Day - July 4
  7. Labor Day - First Monday in September
  8. Veterans Day - November 11
  9. Thanksgiving Day - Fourth Thursday in November
  10. Thanksgiving Friday - Day following Thanksgiving
  11. Christmas Eve - The last one-half day immediately before Christmas Day
  12. Christmas Day - December 25
  13. New Year's Eve - The last one-half day immediately before New Year's Day

- E. Employees shall work the last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday to be eligible for holiday pay. Any day on which an employee is scheduled for pre-approved leave is not considered a regularly scheduled day for holiday pay purposes.
- F. Employees working a full day on Holidays as listed in "D" will be paid for eight hours at the employee's regular rate plus will receive a holiday vacation accrual for eight hours. Employees working a partial day on Holidays as listed in "D" will be paid for all hours worked at their regular rate, and will be paid holiday pay at their regular rate for the remainder of the eight hour shift, plus will receive a holiday vacation accrual for all hours worked. (Example: Three hours worked; employee is paid for three hours work at regular rate, Is paid for five hours