

holiday pay (not worked) and receives three hours holiday vacation accrual)

- G. As a benefit employees shall receive straight time pay plus one-half of the normal scheduled hours accrued as vacation time for scheduled hours not worked on Thanksgiving Day, Christmas Day and New Year's Day.

SECTION 18: EXECUTIVE LEAVE AND INSURANCE

- A. Leave: In addition to such other vacation to which GCT employees are entitled, each non-represented employee who, on January 1 of each year, occupies a non-represented position and regularly works full-time, eighty (80) hours in a biweekly pay period shall receive an annual accrual of executive leave in accordance with the following schedule:
1. General Manager and Management Team: Five (5) days of executive leave shall accrue to the incumbents of these positions.
 2. Other Non-represented employees: Two and one-half (2-1/2) days of executive leave shall accrue to the incumbent of each position so designated.
- B. Executive Insurance: In addition to such other insurance to which GCT employees are entitled, GCT shall pay the cost of additional life insurance for non-represented employees in an amount equal to one (1) times the non-represented employee's annual salary. Non-represented employees who work less than thirty-two (32) hours per week will not be eligible for executive insurance.
- C. Long Term Disability Insurance: GCT shall provide to non-represented employees, long term disability insurance at sixty percent (60%) of earnings after three months of disability with a maximum \$ 6,000 monthly benefit. Non-represented employees who work less than thirty-two (32) hours per week will not be eligible for long term disability insurance.

SECTION 19: ANNUAL PHYSICAL EXAMINATIONS (Non-Represented Personnel)

GCT will either provide annual physical examinations for each non-represented employee by a GCT-selected physician or GCT will reimburse the non-represented employee for the insurance co-payment if the employee prefers to have his/her physician conduct the physical examination.

SECTION 20: TEXTBOOK AND TUITION REIMBURSEMENT

GCT shall provide reimbursement for the costs of textbooks, tuition, registration and laboratory fees for GCT-approved school courses, workshops, and seminars completed on the employee's own time. A maximum of six hundred (\$600) dollars per fiscal year shall be covered for each employee who has successfully completed eligible course work. Courses must be completed satisfactorily with grade of "C" or its equivalent in order to be eligible for reimbursement. In order to be eligible, courses must be offered at an institution that has been accredited through the Western Association of Schools and Colleges (WASC). (A listing of the institutions is on the web site of WASC – <http://www.wascweb.org>.)

Advance approval for the reimbursement of eligible expenses must be received from GCT prior to the first class session. An official record of grades and receipts must be received by GCT within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after the grade report and receipts have been submitted to GCT.

III. PERSONNEL RULES

SECTION 21: GENERAL PROVISIONS

- A. Violation of Personnel Rules: Violation of the provisions of these personnel rules and regulations shall be grounds for employee discipline, which may include a verbal reprimand, a written warning, demotion, suspension, either paid or unpaid administrative leave, and dismissal.
- B. Fair Employment Practices: Gold Coast Transit is an equal employment opportunity employer. At GCT, all persons shall be

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employed, promoted, demoted or discharged without favor or discrimination because of race, color, ancestry, national origin (including language use restrictions), religion, religious creed, disability (mental and physical, including HIV and AIDS or impairments that substantially limits one or more major life activities or major bodily functions), medical condition (cancer/genetic characteristics), age (forty and above), marital status, political opinions or affiliations, sex (pregnancy, gender or gender identity), sexual orientation or denial of Family and Medical Leave, California Family Rights Act, or Military Family Leave entitlements, or Pregnancy Disability Leave or for reasonable disability accommodations, union membership or activity. GCT shall provide reasonable accommodation for individuals with disabilities in compliance with the Americans with Disabilities Act (ADA) and the ADA Amendments Act of 2008 (ADAAA). It is further provided that no question in any test, application form or by any examiner or appointing authority shall be so framed as to attempt to elicit information concerning the applicant's race, color, ancestry, national origin (including language use restrictions), religion, religious creed, disability (mental and physical, including HIV and AIDS or impairments that substantially limits one or more major life activities or major bodily functions), medical condition (cancer/genetic characteristics), age (forty and above), marital status, political opinions or affiliations, sex (pregnancy, gender or gender identity), sexual orientation or denial of Family and Medical Leave, California Family Rights Act or Military Family Leave entitlements, or Pregnancy Disability Leave or reasonable accommodation, union membership or activity. GCT reserves its right to update the protected categories where such is required and allowed by law.

The Board of Directors has adopted a GCT Anti-Harassment Policy and Complaint Procedure.

- C. Political Activity: The political activity of a GCT employee shall conform to pertinent provisions of state and federal law. An officer or employee of GCT shall enjoy freedom from interference for engaging in

political activity, provided, however, an employee shall refrain from:

1. Partisan political activity which disrupts or adversely affects the efficiency and integrity of the administration or operation of GCT.
 2. Using the employee's official position or influence to coerce the political actions of others.
 3. Knowingly soliciting political contributions or services from GCT employees or from persons on an employment eligibility list of GCT.
 4. Engaging in political activities during working hours or while wearing a GCT uniform.
- D. Disclosure of Political Affiliation: No information concerning political affiliation of an applicant or employee shall appear on any personnel forms or records, nor shall such information be solicited. No appointments to, or removal from, a position in the competitive service shall be affected or influenced in any manner by any political opinion or affiliation.
- This section does not give immunity to those who become knowingly affiliated with political parties or organizations whose purposes are designed to undermine or overthrow the government of the United States.
- E. Competitive Service System: The competitive service system shall include all appointive officers and employees of GCT except the position of the General Manager.
- F. Amendment and Revision of Rules and Regulations: Recommendations for the amendments of these personnel rules and regulations shall be presented to the Board of Directors by the General Manager, or designee. Any interested employee or person may appear and be heard at the time amendments are being considered by the Board of Directors. Amendments shall become effective upon adoption by the Board of Directors.

SECTION 22: POSITION CLASSIFICATION PLAN

- A. All Positions in the Competitive Service Classified: All positions in the competitive service shall be classified and identified by a set of position specifications which includes the position title, job definition, typical tasks and responsibilities, a statement of requirements as to training, experience and other applicable qualifications.
- B. Maintenance of Position Classification Plan: The General Manager, or designee, or a responsible contracting agency, will maintain the position classification plan covering all positions in the competitive service.
- C. Adoption of Position Classification Specifications: Any new or substantially revised position classification specifications become effective when approved by the Board of Directors. Before presentation to the Board of Directors for consideration, the General Manager shall review any substantial changes recommended with the supervisor and the employee affected and, for represented positions, union representatives.
- D. Resurvey of All Position Classifications: Whenever a general resurvey of all the positions in the competitive service system is necessary, the General Manager or designee, or a responsible contractor, may make such resurvey and submit recommendations for changes in the classifications plan to the Board of Directors for its approval by resolution.
- E. Number of Positions: The General Manager or designee may authorize the employment of such number of persons in each classification as he/she may find necessary to perform the work thereof; provided that the total expense to be incurred for such work shall be limited to the amount approved by the Board of Directors in the annual budget.
- F. Basic Use of the Position Classification Plan: The position classification plan shall be used as follows:

- 1. Consideration in salary determination. Position class specifications will be used to compare jobs within the GCT organization and also to compare with other organizations. The analyses will make it possible to base salary differentials on sound and recognizable differences in work, skills and job responsibilities.
- 2. As a source for preparing public announcements for position openings and in preparing examinations that will measure the qualifications of applicants.
- 3. As an aid in planning improvement and defining more clearly the various levels of responsibility, lines of command and steps of promotion.
- 4. As a means of identification in preparing payrolls and budgets.
- 5. As a foundation for developing in-service training programs.

SECTION 23: EMPLOYMENT IN COMPETITIVE SERVICE

- A. Types of Appointment: All vacancies in the competitive service may be filled by re-employment, promotion, or from eligible candidates certified by the General Manager, or designee from an appropriate employment list.

An eligible applicant may be refused appointment to a position where an immediate family member is employed in a direct supervisory capacity in the same department. When an appointment is refused for this reason, however, the applicant's name remains on the eligibility list for openings in the same classification should one be available in a department where no immediate family member is employed in a direct supervisory capacity.

- B. Applications and Applicants:
 - 1. Announcement: Notice of all open positions in the competitive service will be posted on the GCT internet web site, on official bulletin boards, and in such other places identified by the General Manager, or designee. The

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announcement may specify the title and pay range of the class; the nature of the work to be performed; experience and education required; the date, time, place and manner of submitting an application; closing date for submitting an application, and other pertinent information. For positions which may be filled by other than reassignment of a permanent GCT employee, a classified advertisement may be placed in a newspaper of general circulation or an internet employment website. The content of the classified advertisement will specify the job title, salary range and the place and time for applying.

2. Application Forms: Applications shall be made on forms provided by GCT. Such forms may require information covering position title, training, experience, references, and other pertinent information. All applications must be signed by the applicant.
3. Disqualification: The General Manager or designee may reject any application when the applicant does not possess the minimum qualifications required for the position. Whenever an application is rejected, notice of such rejection may be mailed to the applicant. The applicant may be given an opportunity to either provide additional necessary information or documentation, and, assuming that time permits, the applicant may be allowed to continue in the application process upon providing the necessary information or documentation. Applications may be rejected if the applicant is unable to perform safely and effectively the duties of the position with reasonable accommodation for any disability, is addicted to the use of drugs or intoxicating liquor and as a result of such addiction the employee is unable to perform safely and effectively the duties of the position, has been convicted of a crime (such as a crime of moral turpitude, if it has a relationship to the position applied for), or has been untruthful in the application process.

C. Competitive Examinations: Regarding positions for which competitive examinations

are utilized, such examination may be given to all acceptable applicants in the following manner:

1. Preparation and Conduct of Tests: The General Manager, or designee, will determine the manner, methods and process for the competitive examination. The General Manager, or designee, may contract with any competent agency or individual to prepare, give and score tests.

In the absence of such a contract, the General Manager, or designee, may perform such duties. Test exchange services, old examinations and any other aids available may be used. The General Manager, or designee, may arrange for the use of public buildings and equipment for conducting the tests and may provide assistance for administration of the test.

2. Subjects and Methods of Tests: Tests may be assembled, unassembled, written, oral, practical demonstration or any combination thereof; or any form which will test fairly the qualifications of applicants and will consist of one or more of the following parts:
 - a. Special Subjects: This part may test the duties of a position and must be designed to test the ability of any individual to perform those duties.
 - b. Educational or Computer Skills: This part may consist of spelling, composition, mathematics or any or all of these, as well as other subjects to test the basic training which would logically form the groundwork for performing the duties of the classification. General or specific computer skills may be tested to determine ability to perform the duties of the classification.
3. Examination Grading: In all tests, the examination weighting may be based upon all factors in the test, including educational requirements, experience and other qualifying elements, as shown in the application of the candidate or

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other verified information. Failure in one part of the test may be grounds for failure in the entire test or disqualification for subsequent parts of the test.

4. Notification of Final Grade Results: Each applicant taking the test may receive written notice of the results. Any applicant may have the right to review his/her own results with the General Manager, or designee. If the General Manager, or designee, determines that an error was made in the test results, a correction will be made. The correction may not, however, invalidate certification of previous appointments.
 5. Promotional Tests: As the staffing needs require, promotional tests may be conducted and may consist of evaluation of prior service, accomplishments in special training courses and other tests. All candidates for promotion must be permanent employees in the competitive service and must possess the minimum qualifications, as stated in the position specification.
 6. Additional Considerations are Added to the Examination Process: Training and Experience: Additional considerations may include prior job training skills and experience and may consist of a statement of schooling and studies applicable to the position posted. Experience may consist of a statement of all past activities that would prepare candidates for the applied position and may include the names of former employers and/or supervisors, nature of work and references. Information obtained during a normal check of the candidate's references and background may be considered, in accordance with all applicable laws and GCT policy
 - a. Physical or Medical: A physical or medical examination, which may include a job function analysis, may be required of any applicant once the applicant has been placed on the eligibility list or has been made an offer contingent upon passing a physical or medical examination.
 - b. Personal Interview: In oral examinations, the applicant may be questioned on the duties of the position, training and experience, nature of work performed and other reasonable questions to determine fitness for the position.
- D. Eligibility Lists: As soon as practicable after the conclusion of a competitive examination, the General Manager, or designee, may establish an employment list of the applicants who successfully passed the test arranged in the order of final ratings received with the highest score listed first. The final rating may be determined by the total of the score received by each applicant for each part of the test, based upon the relative value assigned to each part of the test. Other regulations governing eligibility lists are:
 1. Identical Grades: Wherever identical grades exist, names may be arranged in order of application date.
 2. Duration of Eligibility Lists: Eligibility and promotion lists may become effective upon the approval by the General Manager or designee, and such lists may remain in effect for six (6) months. Eligibility lists may be extended by the General Manager, or designee, for an additional not to exceed eighteen (18) months. If, at any time after an eligibility list has been used and the remaining names show low ratings, or names have been passed over previously for valid reasons by the appointing authority, or if there are three names or less on the eligibility list, the General Manager or designee, may cancel the entire list and order another examination when an eligibility list is requested to fill a position.
 3. Removal of Names From Lists: The name of any person appearing on an eligibility or promotional list may be removed by the General Manager, or designee, if the eligible person requests in writing for removal from the list; if the person fails to respond to a notice of certification mailed to the last known address; if the person notifies GCT that he or she declines the employment offer or is no longer interested in the position, or if

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the person has been certified for appointment three times and has not been appointed. The name of a person on promotional employment lists, who resign from GCT, may automatically be removed from such lists.

4. Abolishment of Position Places Employee on Eligibility List: After abolishment of a position within a classification, the employee affected may request to be placed on an eligibility list for a period of one (1) year. In case the classification is abolished, the employee's name will not be placed on an eligibility list.

5. Procedural Errors: Procedural errors made in eligibility compilations may be corrected at any time by the General Manager, or designee, without invalidating any previous action that had been taken.

E. Appointments to Positions:

1. Regular Appointments: When a vacancy in a regular permanent position is to be filled, the General Manager, or designee, may interview a minimum of the top three candidates on the eligibility or promotion list, or if less than three, all applicants whose names appear on the eligibility list. In the absence of an eligibility list, the General Manager, or designee, may interview and assess all qualified applicants in the process of establishing an eligibility list. The General Manager, or designee, may select one of the eligible candidates and notify the selected person. If the candidate accepts the appointment and reports to duty at the designated time, the candidate may be considered a regularly appointed GCT employee; otherwise the candidate may be considered as declining the appointment.
2. Temporary Appointments: A temporary appointment may be made by the General Manager, or designee, of an applicant who meets the minimum training and experience qualifications for the position. Temporary appointments for represented employees cannot exceed five (5) months (if full-time) or 840 hours worked (if part-time), and for non-represented employees cannot exceed either twelve (12) months or one-thousand (1,000) hours in a calendar year.

3. Emergency Appointments: To meet the requirements of an immediate emergency condition, such as fire, flood, earthquake, civil unrest or terrorist attack, which threatens public life or property, the General Manager, or designee, may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance or policies affecting appointments.

4. Appointment to Senior Management Vacancies: When the following management level employees vacate a position with GCT, the position may be replaced in accordance with the job description approved by the Board of Directors:

Director of Administrative Services, Director of Fleet and Facilities, Director of Planning and Marketing, Director of Transit Operations.

- F. Promotion: The General Manager or designee may designate a vacant position as either open to only current GCT employees (an internal recruitment) or open to all candidates (an open recruitment).
- G. Probationary Period: All original and promotional appointments to regular represented positions shall be tentative and subject to a probationary period of six (6) months, except that the period shall be twelve (12) months for all non-represented employees. The General Manager, or designee, may extend in writing and upon notice to the employee any employee's probationary period for an additional period of up to six months for a represented employee and up to twelve months for a non-represented employee. Any employee who takes an extended leave of absence (one month or more) during a probationary period shall have the probationary period automatically extended for a period of time equal to the amount of the extended leave of absence.
 1. Objective of Probationary Period: The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work performance, for

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determining the effectiveness and appropriate fit of the employee to the position, and for rejecting any probationary employee whose performance does not meet the required standards.

2. Rejection of Probationer: During the probationary period, an employee may be dismissed from employment at any time by the General Manager, or designee, without cause and without the right of appeal. Probationary dismissals are largely based on unacceptable job performance, lack of the needed skills to perform the essential job functions, attendance issues, and or other adverse actions that may apply as stated in Section 25: Changes in Employee Status.

Gold Coast Transit is an equal opportunity employer and does not discriminate on the basis of race, color, ancestry, national origin (including language use restrictions), religion, religious creed, disability (mental and physical, including HIV and AIDS or impairments that substantially limits one or more major life activities or major bodily functions), medical condition (cancer/genetic characteristics), age (forty and above), marital status, political opinions or affiliations, sex (pregnancy, gender or gender identity), sexual orientation or denial of Family and Medical Leave, California Family Rights Act or Military Family Leave entitlements, or Pregnancy Disability Leave or reasonable accommodation, union membership or activity. GCT reserves its right to update the protected categories where such is required and allowed by law.

Notification of rejection in writing shall be served on the probationer. Any permanent employee who is promoted to a higher position from a represented classification is automatically granted a leave of absence from the employee's former position until the probationary period has ended.

H. Reclassification: The salary of an employee who is reclassified shall be determined as follows:

1. If reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not change.
2. If reclassified to a class having a higher salary range, there shall be no change in the employee's anniversary date and the salary shall be adjusted to either the bottom step of the new salary range, or to not less than a five percent (5%) increase from the previous salary whichever is greater. However, the salary placement may not exceed the maximum of the established range of the new classification, even if it is less than a five percent (5%) increase.
3. If reclassified to a classification having a lower salary range, the employee shall retain the employee's current salary and anniversary date or if at top step in current classification, will be placed at top step in the reclassified position.
4. "Y" Ratings: With the approval of the Board of Directors, an employee may be "Y" rated if the employee's current salary exceeds the last step of the salary range of the new reclassification. When an employee is "Y" rated, the salary immediately prior to the date of the lower reclassification is frozen and may not be increased until the last step of the salary range of the new classification exceeds the salary earned immediately prior to establishment of the "Y" rate.

SECTION 24: SALARY PLAN

- A. Preparation of Plan: The General Manager, or designee, or agency employed for that purpose shall prepare a plan for each class of represented position and non-represented position in the competitive service, showing the minimum and maximum rates of pay. In setting the salary ranges, consideration shall be given to prevailing rates of pay for comparable work in comparable public and private employment, including consideration of all forms of benefits and conditions of work, current cost of living, and GCT's

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financial condition and policies. Any revisions to the salary ranges for represented employees shall be subject to meet and confer with the recognized employee organizations.

B. Salary and Classification Survey:

A classification and salary survey of comparable positions in comparable labor markets shall be conducted at least every five fiscal years at the discretion of the General Manager or the direction of the Board of Directors.

For represented classifications, comparable public transit agencies based primarily on population serviced, organization size, budget size, and geographic location to be used in salary and classification surveys shall be:

1. Central Contra Costa
2. Culver City
3. Simi Valley Transit
4. Monterey/Salinas
5. Riverside
6. Santa Barbara MTD
7. Santa Cruz
8. Santa Rosa

For non-represented classifications, comparable public transit agencies based primarily on population serviced, organization size, budget size, and geographic location to be used in salary and classification surveys shall be:

1. Central Contra Costa
2. Culver City
3. Golden Empire-
4. Monterey/Salinas
5. Riverside
6. Santa Barbara MTD
7. Santa Cruz
8. Santa Rosa

- C. Promotion: When promoted from one classification to a higher classification, the beginning new salary shall be at least five percent (5%) greater than the previous salary; provided, that no salary increase shall be greater in amount than the maximum level, regardless of percentage. For represented positions, any such increase

granted shall become subject to the anniversary increases provided.

- D. Payroll Period - Biweekly: Biweekly pay rates shall be established for exempt positions by converting monthly salary rates to an equivalent biweekly rate. Non-exempt positions shall be paid on an hourly basis.

GCT prefers payroll direct deposits sent directly to employees' bank accounts. Direct deposits (or checks) for each pay period will be available to employees not later than 10:00 a.m. on the Friday following the end of each biweekly pay period. In cases where a Friday payday would fall on a bank holiday, the direct deposits will be processed (or checks will be issued) before the end of the work day prior to the bank holiday.

- E. Temporary and Part-Time Employee Compensation: Except as provided, a person employed on a temporary basis or for part-time only, shall be compensated at an hourly rate of pay for hours actually worked. Only wage compensation is provided. No benefits are provided unless specifically identified by the appropriate rules. Such hourly rate may be based on any step established for such position not exceeding the maximum step.

- F. Payroll Deduction Plan: For the general good of GCT and its employees, under the authority of Sections 1157.1, 1157.3 and 3507 of the California Government Code, the Board of Directors hereby approves the following payroll deduction plan:

1. Employee organizations may petition the Board of Directors to have their dues withheld by payroll deductions and paid over to a duly-authorized officer of that organization. Such dues shall be withheld by the Director of Administrative Services and paid over to such officer.
2. Such deductions may include dues and other services provided by such organizations, all of which shall be included in one item of deduction.

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3. Authorization is hereby granted to provide deductions for the following purposes without fee:
 - a. Employee share of medical and related insurance premiums
 - b. Additional life insurance premiums;
 - c. Credit Union dues/ shares;
 - d. Credit Union loans;
 - e. Any recognized charity, provided that ten or more employees participate.
 - f. Direct deposit of payroll check
 - g. U.S. Savings Bonds purchase
4. No employee may have deductions for more than a total of five organizations under this Article.
5. Authorization for deductions allowed by this Article shall be made on standard forms approved by the Director of Administrative Services, and shall state, among other things, that the authorization to deduct shall continue until revoked in writing; that GCT or its officers assume no liability for damages suffered by an employee due to any error by the employee organization or in the operations involved in deducting and paying the dues to the employee organization or in the operations involved in deducting and paying the dues to the employee organization on behalf of the employee; or GCT, or its officers, shall be protected from damage claims in some other manner.
6. A list of the deductions made from each employee of such organization shall be submitted to the organization together with payment of the amount due at the time of each regular payroll.

SECTION 25: CHANGES IN EMPLOYEE STATUS ALL EMPLOYEES

A. Adverse Actions Notice and Procedure:

An adverse action is the disciplinary action that responds to a violation of the express terms provided in a Memorandum of Understanding, the GCT Personnel Rules, or other rules or practices in place at GCT. Any regular employee against whom an adverse action is initiated by GCT, dependent upon the seriousness of the violation, for

reprimands, suspensions without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances, will be given pre-disciplinary procedural rights, such as notice and a hearing.

Notice: The notice shall be served upon the employee either personally, by mail or by company mail, and shall include: (1) notice of the intended action, the cause or causes thereof, (2) the employee's acts or omissions that form the basis for the cause(s), (3) information to the employee that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof are attached to the notice of intended action, and (4) notice that the employee will have the right to respond to the allegations set forth in the notice of intent, either in writing or at a pre-disciplinary meeting or conference.

Any regular employee in the competitive service shall be subject to adverse actions (as specified in Government Code Section 19572.1 Causes for Discipline) for misconduct, incompetency, inefficiency, insubordination, dishonesty, fraud in securing appointment, inexcusable neglect of duty, inexcusable absence without leave, drunkenness or under the influence of illegal controlled substances or misuse of prescription medication while on duty, discourteous treatment of the public or other employees, misuse of agency property, conviction of a felony or conviction of a misdemeanor involving moral turpitude, prohibited discrimination, harassment, retaliation against any employee or member of the public, failure of good behavior either during or outside of duty hours, which is of such nature that it causes discredit to the appointing authority or the person's employment, and/or failure to comply with or abuse of GCT policies, rules, directives and Board rules.

Adverse actions may be recommended to the General Manager or designee by a management employee having authority over the subject employee. The General Manager or designee may initiate and institute an adverse action.

Procedures for adverse actions against represented employees are controlled by the Memoranda of Understanding (MOU)

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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.

Applicable to all employees there may be certain emergency situations in which immediate suspension or termination without pay may be allowed by law, and in those situations the employee shall be promptly provided with the due process procedures set out in the paragraphs above.

B. Procedures for Non-Represented Employees regarding reprimands:

1. Reprimands - Any regular non-represented employee in the competitive service against whom an adverse action is initiated by the General anager, or designee, shall be given notice of at least five (5) working days prior to the effective date of the intended action, the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s), informing the employee that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof are attached to the notice of intended action and informing the employee that the employee may respond to the General Manager, or designee, orally or in writing prior to the intended effective date of the action. After the notice period and the employee's response, if timely made, the General Manager, or designee, shall implement or not implement the discipline proposed or such lesser form of discipline as is deemed appropriate.
2. Skelly Procedure for non-represented employees regarding suspensions without pay, demotions, and dismissals.
 - a. Notice of Intent: Any regular non-represented employee against whom an adverse action is initiated by GCT, dependent upon the seriousness of the violation, for suspension without pay, demotions, and dismissals will be: (1) notified of the intended action, (2) the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s), (3) informing the employee that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof

are attached to the notice of intended action, (4) The employee will have the right to respond to the allegations set forth in the notice of intent, either in writing or at a pre-disciplinary conference.

If the employee chooses to respond in writing to the notice of intent, the written response must be submitted within five (5) working days of receipt of the notice.

If the employee chooses to appear at the pre-disciplinary conference, the employee will have the right to representation. Even if the employee has representation, the employee must personally appear at the meeting. The employee must notify GCT management that he/she will appear for the meeting.

- b. Skelly Meeting: The *Skelly* meeting will be conducted by the General Manager, or designee. This is not an adversarial proceeding, therefore the employee will not have the opportunity to cross-examine GCT representatives, nor present the formal case and opposition to the proposed discipline.
- c. Notice of Action: After reviewing the information presented by the employee and all other documentation, the general manager, or designee, will issue the notice of action. The employee must be provided at least five (5) days notice before the effective date of the action. The employee may appeal the proposed disciplinary action within ten (10) calendar days after receipt of the notice of action to the General Manager for a member board review.
- d. Appeals Process: Suspensions without pay exceeding two (2) days, demotions, and dismissals may be appealed by a regular non-represented employee.

The employee shall notify the General Manager of the intention to appeal in writing within ten (10) calendar days of the time that the action was implemented. The General Manager shall constitute a board of review as soon as reasonably possible. The board of review at a minimum is a three-member panel selected by the General Manager from among public agency officials whose responsibilities encompass personnel matters. The board of review shall determine from among the members its own chairperson, who has full authority to

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determine the conduct of the hearing. The General Manager and the employee may be represented, may themselves testify, call witnesses and submit other relevant evidence. The board of review shall, by a majority of its members, make written findings and a decision affirming, revising or modifying the adverse action based on applicable law, GCT policies, procedures and rules, and the evidence and arguments presented by the parties.

As an alternative appeals option, arbitration or mediation is available if agreed upon by the employee and General Manager and provided by the State Mediation and Conciliation Service (SMCS). The parties shall share equally the cost of either the arbitration or mediation.

C. Other Changes In Employee Status / All Employees

1. Lay Off: If it becomes necessary to lay off employees because of reorganization, changes in operations, lack of work or reasons of economy, the General Manager, or designee, shall prepare a written analysis of the reductions indicated and submit said report to the Board of Directors. After the Board of Directors has decided the degree of curtailment and the activities affected, the General Manager shall take, in order, the following action:

- a. All temporary employees shall be dismissed where possible and the vacancies will be filled by transferring qualified permanent employees.

- b. In the functions where activities are to be curtailed, determination of classes and positions affected will be made, with relative weight given to efficiency in performance of duties, length of employee's service with GCT, and the advisability of demoting employees in the higher classification to lower classifications for which they are qualified and laying off those with less tenure of service.

2. Resignation:

- a. Notices: Any GCT employee may resign from GCT employment at any time; however, any employee resigning from GCT should give a minimum of one week's

notice to the employee's department director in order for GCT to fill the position. If the employee does not provide at least one week's notice, the employee's personnel file will note that the employee was "Released with Prejudice." All resignations must be filed by the department head on the Notice of Termination form and forwarded to the General Manager by way of the Director of Administrative Services for verification of leave record.

- b. Privileges Forfeited: Upon resignation, the employee shall forfeit all seniority and employment privileges allowed by these personnel policies. Any person resigning can petition to the General Manager for reemployment by the following Reinstatement Procedure or by complying with the established new applicant employment procedures like any other applicant.

SECTION 26: REEMPLOYMENT AND REINSTATEMENT

- A. Reemployment: Any employee who has been laid off because of a reduction of personnel shall be eligible for re-employment for a period of twelve (12) months if a vacancy occurs for a position of the same classification. The laid-off employee will be placed on a special reemployment list for twelve (12) months. If reemployed, the laid-off employee shall have reinstated the employee's prior employment status, tenure rights and privileges.

- B. Reinstatement: Any employee who has left GCT employment because of resignation or dismissal can apply for reinstatement within one year by submitting a written request which contains (1) a complete statement of the reasons for leaving GCT employment, (2) work history since the GCT termination, including description of duties, amount of earnings, and (3) future plans if reinstated to GCT. If the General Manager approves the reinstatement, the applicant can be re-employed in the same job class as occupied prior to resignation. The reinstated employee will have no other rights, privileges or benefits accrued in the previous GCT employment. The policy will not apply to military reinstatement which is governed by separate rules. Other exceptions can be made only after approval by action of the

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Board of Directors upon the recommendation of the General Manager.

SECTION 27: PERSONNEL RECORDS

- A. Records in Personnel Office: Personnel records shall consist of a personnel file for each employee, which includes personnel transactions pertaining to the employee from the date of appointment. This record shall contain personal information, all changes in salary, classification, work assignments and any other information, such as when employed, dismissed, adverse action or report of merit. Payroll records and confidential files are kept separate from the employee's general personnel file.
- B. Confidentiality & Employee Rights: Personnel records shall be confidential. An employee shall, upon reasonable notice, have access to review the employee's personnel file.

SECTION 28: OFF-JOB ACTIVITIES

- A. Regular full-time employees shall not accept employment outside the GCT service nor shall they participate actively in the management or operation of any business or enterprise if such employment or participation would in any way conflict with an employee's responsibilities and obligations to GCT or would effect the efficiency of the employee in the performance of regularly assigned GCT duties.
- B. Upon the written request of an employee, the General Manager may permit outside employment if it is not in conflict with the employee's obligation to GCT.
- C. A request for outside employment shall be submitted by the employee to the employing Department Director of the business unit. Such requests shall include, if possible, the name, address and type of work of the proposed employer; the period of time and hours of work of the requested employment; the type of duties that are to be performed; and the reason for wanting to accept the extra employment. The department director shall forward, in writing, the request with the department director's recommendations and comments to the General Manager for review and final decision.

- D. If the opportunity for outside work by employees of any department is of a repetitive or recurring nature, the department director may request approval of the general type and amount of work involved rather than submit a request concerning each individual case. Upon approval of the general request, individual cases which are in conformance with the request need not be submitted to the General Manager. In no such case is an employee to engage in outside work in excess of twenty (20) hours in any one week. Other requests for outside work which do not conform to the general request will require individual approval. Any injury resulting from part-time employment shall not be chargeable to GCT. GCT employees working part time outside GCT employment who have a record of excessive sick leave absences may have their outside work privilege rescinded at the discretion of the department director with the approval of the General Manager.

IV. EMPLOYMENT OF RELATIVES AND SPOUSES

SECTION 29: EMPLOYMENT OF RELATIVES

- A. The Board of Directors, General Manager, or any management employee shall not appoint any relative to any position with Gold Coast Transit, where such appointment and/or employment has the potential for creating an adverse impact on supervision, safety, security or morale.
- B. A condition which will result in the assignment of a superior and a subordinate who are relatives within the same department shall not be permitted.
- C. Appropriate personnel action will be taken upon consultation with the employees involved to remedy any violation of this section.
- D. Employees who are relatives shall not work in the same department, division, or facility where such has the potential for creating adverse impact on supervision, safety, security, morale, or involves potential conflicts of interest.

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- E. For purposes of this provision, relatives shall mean son, daughter, brother, sister, mother, father, aunt, uncle, niece, nephew, grandson, granddaughter, grandmother, grandfather, either by blood or present marriage or registered domestic partner.

SECTION 30: THE EMPLOYMENT OF SPOUSES OR REGISTERED DOMESTIC PARTNERS

- A. It is the policy of GCT not to discriminate in its employment and personnel actions with respect to its employees, prospective employees and applicants on the basis of marital status or registered domestic partnership. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his or her marital status or registered domestic partnership. This policy applies to the selection of persons for a training program leading to employment in addition to the above-designated persons.
- B. Marital status is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for the purpose of this anti-discrimination policy.
- C. Spouse is defined as partner in marriage as defined in California Civil Code Section 4100. For purposes of this Section, spouse shall also include registered domestic partner.
- D. Notwithstanding the above provisions, GCT retains the right:
 - 1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating an adverse impact on supervision, safety, security or morale.
 - 2. To refuse to place both parties to a relationship in the same department, division or facility where such has the potential for creating an adverse impact on supervision, safety, security morale or involving potential conflicts of interest.
 - 3. To maintain or adopt bona fide health plans which provide additional or greater

benefits to employees with dependents to those employees without or with fewer dependents. Where such a bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household", "principal wage earner", "secondary wage earner" or other similar status.