




Item #9

January 3, 2018

TO: GCTD Board of Directors

From: Steve L. Rosenberg 
Director of Finance and Administration

RE: Consider Adoption of Resolution Number 2018-01, Approving the Memorandum of Understanding (MOU) Between Gold Coast Transit District and the GCTD Bus Operator Unit of Service Employees International Union Local 721

I. EXECUTIVE SUMMARY

Gold Coast Transit employees have three established bargaining units—Administrative Support, Bus Operator and Mechanical. The three units are represented by the Service Employees International Union Local #721 (SEIU). The most recent set of MOU's expired on November 1, 2017 and have been extended by mutual agreement of the parties throughout the term of negotiations. From August 2017 through December 2017, the SEIU 721 bargaining team and GCTD management (GCTD) met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions.

On December 14, 2017 the parties reached an agreement with the Bus Operator Unit that would extend through June 30, 2021. It would include general wage increases of 2.75% in July 2018, 2.75% in July 2019 and 3% in July 2020, increase GCTD's medical benefit contributions by 7% for calendar 2018 and 3% each for calendar years 2019, 2020 and 2021, increase company-paid life insurance coverage for represented employees from 1X the employee's annual salary to \$100,000 and provide one additional accrued vacation day per year for employees with 15 years or more of service. The SEIU 721 bargaining team and GCTD also agreed to numerous administrative and operational changes.

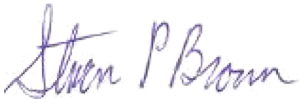
On December 29, 2017 the members of the Bus Operator Unit of SEIU 721 voted to ratify GCTD's contract offer. The full version of the proposed Bus Operator MOU is attached; Attachment A is the mark-up version highlighting changes from the previous MOU, and Attachment B is a clean version of the proposed MOU.

GOLD COAST TRANSIT DISTRICT

II. Summary and Recommendation

It is recommended that the Board adopt Resolution 2018-01, approving the Memorandum of Understanding for the Bus Operator Unit for the period January 3, 2018 through June 30, 2021.

Concurrence:



Steven P. Brown
General Manager

RESOLUTION NO. 2018-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF GOLD COAST
TRANSIT DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING
(MOU) BETWEEN GOLD COAST TRANSIT DISTRICT AND THE GCTD BUS
OPERATOR UNIT OF SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721**

WHEREAS, commencing on August 22, 2017 and continuing from time to time through December 14, 2017, the GCTD Bus Operator Unit of Service Employees International Union Local #721 (SEIU), through its duly appointed representatives, and GCTD management (GCTD), through its duly appointed representatives, met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions; and,

WHEREAS, as a result of said “meet and confer” sessions a contract offer was submitted by GCTD to SEIU, and

WHEREAS, SEIU conducted a member election vote on December 29, 2017 which resulted in the members of the Bus Operator Unit approving the agreed upon Memorandum of Understanding between the parties, copies of which are on file in the office of the Clerk; and,

WHEREAS, Section 3505.1 of the Government Code of the State of California provides that a Memorandum of Understanding between an employee association and the management negotiating team, while not binding, shall be presented to the governing body of a local agency for determination; and,

WHEREAS, the Board of Directors of Gold Coast Transit District has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the Service Employees International Union Local #721 (SEIU) of those matters in which it finds itself in agreement with the management negotiating team as above described, and as a statement by the management team of those matters which it recommends that the Board of Directors implement in an appropriate manner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby accepts and approves the Memorandum of Understanding for the Bus Operator Unit which has been reviewed by the Board and is on file in the office of the Clerk of the Board. The Secretary/General Manager is hereby authorized and directed to carry out all of the provisions contained therein.

John C. Zaragoza
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2018-01 was duly adopted by the Board of Directors of Gold Coast Transit at a regular meeting thereof held on the 3rd day of January 2018.

Steven P. Brown
Secretary of the Board

**MEMORANDUM OF UNDERSTANDING BETWEEN
GOLD COAST TRANSIT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION #721**

**JANUARY 3, 2018~~November 1, 2017~~ ~~JULY 2, 2014~~ THROUGH JUNE 30,
2021~~OCTOBER 31, 2017~~**

BUS OPERATOR UNIT

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MEMORANDUM OF UNDERSTANDING

BUS OPERATOR UNIT

PART I – UNIT-SPECIFIC ARTICLE SECTION

Part I contains Articles that are specific only to the ~~GCTGCTD~~-SEIU 721 Bus Operators Unit MOU.

SECTION 1 INTRODUCTION

Article 1.01 PARTIES TO MEMORANDUM

This Memorandum of Agreement has been entered into between SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #721 (SEIU), as the formally recognized employee organization, and GOLD COAST TRANSIT DISTRICT (~~GCTGCTD~~), on behalf of the employees occupying the job classification of BUS OPERATOR.

SEIU is hereby certified as the formally recognized employee organization for those employees occupying the job classification listed above regarding wages, hours and other terms and conditions of employment.

Article 1.02 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect unless ratified by the employees of the Bus Operator Unit and approved by Resolution duly adopted by the Board of Directors of GOLD COAST TRANSIT DISTRICT.

This Memorandum of Understanding constitutes the mutual recommendation by the parties to the ~~GCTGCTD~~ Board of Directors that one or more resolutions be adopted accepting this Memorandum and affecting the changes enumerated herein relative to wages, fringe benefits and other

terms of employment for the employees represented by SEIU.

Article 1.03 PARTIES' RIGHTS

Common Article

Article 1.04 SEVERABILITY

Common Article

Article 1.05 PAYROLL DEDUCTIONS

Common Article

Article 1.06 NONDISCRIMINATION POLICY

Common Article

~~Article 1.07 — GENERIC CLAUSE~~

~~Common Article~~

Article 1.07 DEFINITIONS

As an aid to understanding the meaning of certain clauses, this section provides definitions of words contained within this agreement.

Employee – Anyone hired by ~~GCTGCTD~~ who has not terminated that relationship, either voluntarily or involuntarily, and is covered by this agreement.

Regular Employee – Any employee who has successfully completed the probationary period for ~~his~~the employee's current position.

Probationary Employee – Period of time from placement into a position until the employee becomes a regular employee. Normal introductory period is the initial six (6) months of employment in a specific classification in accordance with Section 23G of the ~~GCTGCTD~~ Personnel Rules. Regular three month reviews of performance will be conducted during the probationary period, including any extensions of the probationary period. This means that all probationary employees will receive a three-month review.

Any employee whose probation is extended beyond six months will receive a six-month review, and any employee who remains on probation after nine months will receive a nine-month review.

Full Time – Regular assignment in position is at least 38 hours a week.

Part Time – Regular assignment in position is less than 38 hours a week.

Extra Board – Required to work as assigned.

Temporary Employee – Anyone hired by GCTGCTD for an interim, short term period which is not covered by this agreement. No bus operators will be hired as temporary employees.

SECTION 2 WAGES

Article 2.01 WAGES AND WAGE SCHEDULE

A. There is established a nine-step wage schedule for bus operators. A newly hired bus operator shall be compensated at the trainee level for a period of thirty (30) days or until the first day the trainee drives a bus alone, whichever occurs first; the bus operator shall then be eligible, in accordance with present wage administration policy, for advancement to Step "A"; Bus Operator unit employees at Step "A" shall be eligible, in accordance with present wage administration policy, for advancement to Step "B" six (6) months from the initial appointment as trainee; Bus Operator unit employees at Step "B" shall then be eligible for advancement to Step "C" after having served six (6) months in Step "B"; Bus Operator unit employees in Step "C" and subsequent steps shall thereafter be eligible for advancement to the next step after having served one (1) year in the prior step. Step "I" is the top step.

See the wage scale in Appendix "A".

B. All current bargaining unit employees hired prior to ratification of this Agreement ~~to June 13, 2014 who remain~~

~~on active payroll as of June 30, 2014~~ will receive a one-time signing bonus of ~~\$750-500~~ if this MOU is ratified by the bargaining unit ~~no later than 5 pm on June 30, 2014~~ and subsequently approved by the GCTGCTD Board of Directors on January 3, 2018. The bonus will be paid no later than January 12, 2018 ~~July 18, 2014~~.

Article 2.01B will be automatically deleted in the subsequent MOU.

Article 2.02 LONGEVITY PAY Common Article

Article 2.03 INCENTIVE FOR ATTENDANCE Common Article

Article 2.04 NIGHT DIFFERENTIAL

A five percent (5%) night differential shall be paid to those bus operators required to work fifty percent (50%) or more of their work shift after 6:00 PM.

Article 2.05 BILINGUAL PAY

Consistent with the need of GCTGCTD for bilingual ability, an 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 sensitivity toward the culture and needs of a large group of foreign speaking residents. The General Manager 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 per month.

Article 2.06 MINIMUM PAY FOR SPLIT SHIFTS

Bus Operators scheduled to work a split shift shall be paid their regular hourly rate for time worked, except that they shall be paid a minimum of three (3) hours per split shift day in the event they were scheduled to work and worked less than three (3) hours.

Article 2.07 SPREAD TIME

A Bus Operator shall be paid one and one-half (1½) times their regular salary rate for all hours worked in excess of twelve (12) hours consecutive from the start of their regular shift.

Article 2.08 OUT-OF-CLASSIFICATION PAY

If the General Manager temporarily appoints a unit employee to a higher salaried position, his/her salary shall be at least five percent (5%) greater than being earned at the employee's regular classification.

SECTION 3 HOURS

Article 3.01 BUS OPERATOR HOURS

Any bus operator who is authorized to and does work in excess of his/her regularly scheduled daily shift and/or more than forty (40) hours per week shall be paid for overtime at one and one-half (1½) the regular hourly rate, except as otherwise provided in Article 3.02 hereof. For the accrual of benefits, thirty-eight (38) hours or more, shall be considered as full-time.

In any scheduled work bid, eighty percent (80%) of all bid runs will consist of thirty-eight (38) hours or more. In any scheduled work bid for which GCTGCTD's service levels (measured by Revenue Service Hours) are reduced by 10% or more from the previous service level, GCTGCTD reserves the right to reduce this ratio from 80% to no less than 70%; GCTGCTD will meet and confer with SEIU regarding any such reduction. GCTGCTD also agrees to meet with SEIU during or after July 2012, upon the completion of two complete bid cycles, to review its scheduling process to evaluate the practical impact of maximizing and increasing the percentage of runs which are 40 hours or more.

Article 3.02 OVERTIME

- A. Overtime Work - Defined: Overtime work is work performed by a bus operator at times other than those normally required for ~~the bus operator's~~ employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Time worked in increments of less than one-twelfth of an hour shall not be accumulated or ~~compounded~~ recorded as overtime. Overtime shall not be pyramided or compounded.
- B. Overtime Worked - Compensation: Bus Operators shall be paid for overtime at one and one-half (1½) the regular hourly rate.
- C. Overtime Work - Bus Operators: For the purpose of computing regular and overtime work, the total hours of work ordinarily required for a forty (40) hour, five (5) day week employee in a biweekly payroll period shall be considered as the regular working hours required for a full-time Bus Operator. Any hours in excess of that requirement shall be considered overtime work for this classification. Vacation leave taken, sick leave taken and compensatory time taken shall not be counted as time worked for purposes of computing overtime, ~~and sick leave taken shall not be counted as time worked for purposes of computing overtime.~~
- ~~C.~~
- D. Overtime Assignment: Bus Operators who choose to be made available for overtime work shall place their names on an overtime list, which is in seniority order. Seniority shall be the determining factor in the assignment of overtime hours until a bus operator has worked one shift in overtime in any given week. When the highest seniority bus operator on the overtime list is not immediately available for overtime, the bus operator who is next in seniority on the overtime list will be offered the overtime. An

available operator or supervisor may be used on a temporary basis for an overtime assignment until GCTGCTD can reach the next operator on the overtime list, that agrees to work, can be reached. If there is less than two (2) hours remaining on the shift GCTGCTD need not contact any operator on the overtime list even if the assignment to the run will put the available operator over 40 hours for the week in question. GCTGCTD reserves the right to adjust the remaining schedules of impacted extra board operators to reduce overtime where possible. When calling overtime operators GCTGCTD will allow ten (10) minutes from a call that was not answered for the operator in question to return the call before moving to the next operator. GCTGCTD will call only one phone number for overtime. It is the operators responsibility to designate a phone number as their primary number. If there is an immediate need for assignment of a route, GCTGCTD has the right to fill the run regardless of seniority. A bus operator shall have his/her choice of runs should there be multiple runs available, up to 24 hours before the overtime run. Any dispute shall be determined by the seniority factor.

- E. Compensatory Time Off: Bus Operator Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of forty-sixty (640) hours annually. Accrued compensatory time may not be used in lieu of time off in the same pay-roll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the pay check no less than two weeks following the cuts-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule. If an operator is in a modified duty position at the time of the cash payout, the compensation will be consistent with the pay in the classification when compensatory time

was _____ earned.

- F. Bumping - Bumping shall be allowed. . If an operator has signed on to a part-time or a piece of a run, and a full-time run becomes available, the operator-he-or she shall have first rights to that full-time run. All unforeseen conditions, like contesting one's right to overtime, shall be decided by seniority.
- G. Responsibility for Accepted Overtime:
Once a Bus Operator accepts an overtime assignment, that Bus Operator is responsible for working that shift.

For overtime assignments accepted more than 24 hours prior to the scheduled start time of the shift, any overtime assignment accepted may be cancelled with no consequences up until 24 hours prior to the scheduled start time of the shift. Employees who call in sick for accepted overtime shifts less than 24 hours prior to the scheduled start time of the shift will be charged with a non-prescheduled absence for attendance tracking purposes (including the mandatory physician's note list review). There is no sick pay provision for any overtime assignment outside the regularly scheduled shift. Bus Operators accepting overtime assignments 24 hours or less prior to the scheduled start time of the shift will not be charged with a non-prescheduled absence for attendance tracking purposes.

All overtime assignments accepted and not cancelled at least 24 hours prior to the scheduled start time of the shift, regardless of when the shift was accepted, will be subject to the Late Report (Section 6.09) and Failure to Report (Section 6.10) guidelines of this MOU as if the shift was their regularly scheduled shift.

Article 3.03 CHECK-IN TIME

The parties agree that the check-in time shall be fifteen-twenty (2015) minutes for a bus operator taking a bus out of the yard or five (5) minutes for bus operators relieving

another bus operator, wherein the bus is not driven to a relief point. The ~~fifteen~~ twenty (20) minutes shall be used to inspect buses as required by the Department of Motor Vehicles and California Highway Patrol. There shall be provided a five (5) minute check-out time at quitting time per day. Drivers are required to complete and turn in the Daily Vehicle Inspection form provided by GCTGCTD.

~~Effective with the first service change after February 1, 2015, the parties agree that the check-in time shall be increased from fifteen (15) minutes to twenty (20) minutes for a bus operator taking a bus out of the yard or five (5) minutes for bus operators relieving another bus operator.~~

Article 3.04 MEAL AND REST PERIODS

- A. This section of the collective bargaining agreement expressly provides for meal and rest periods, as defined in this agreement, for bus operators.
- B. Rest Periods: The rest periods are defined as the scheduled layovers built into each work run. Additional compensation for the rest periods will be ten (10) minutes per five (5) hours worked. Two ten-minute compensation periods must be provided if the assigned daily work time exceeds nine (9) hours. The compensation for the rest period will not be authorized for bus operators whose total daily work time is less than three and one-half (3½) hours.
- C. Meal Periods:
 - 1. Bus operators shall be provided meal periods. The authorized meal period time shall be a minimum of 30 minutes after the first eight hours and thirty minutes (8:30) of work. However, a meal period need not be authorized for bus operators whose total daily work time is less than eight hours and thirty minutes (8:30). Authorized meal period time shall not be counted as hours worked.
 - 2. No second meal period is required to be scheduled if the total hours

worked is more than ten hours but less than twelve hours.

3. Operators may eat/drink while in the driver's seat at layover points. Operators may not leave a layover/time point late due to eating. Operators are responsible for cleaning up after themselves.

4. Operators may drink, from a water bottle or thermos that will remain closed while not in use, while in revenue service but only when the bus is at a complete stop.

- D. Disputes: If there is a dispute concerning the application of the rest and/or meal period provisions, as stated above, the grievance procedure in Section 7.04 shall be utilized.

Article 3.05 SCHEDULE EXCHANGE PROGRAM

All bus operators may participate in a schedule exchange program that allows the switching of runs within the same payroll week between two operators if it is agreed upon by GCTGCTD management. A form for the exchange of work runs must be completed and signed by both parties. The following rules apply to all schedule exchange requests:

- A. No request is guaranteed to be approved simply because both operators have agreed. The request must also be approved by management and must not impact service coverage needs of the agency.
- B. No request will be granted that would increase either operators scheduled overtime by more than one hour of their current total weekly bid time.
- C. Request will only be granted when GCTGCTD has sufficient personnel available on the affected days to insure adequate staffing in case of unexpected absences.
- D. There is no set number of approved slots for exchange. Each request is on a case-by-case approval.

- E. Any exchanged shift becomes part of that operators regularly scheduled and counts towards qualification for holiday pay.

SECTION 4 BENEFITS

Article 4.01 MEDICAL, DENTAL, AND VISION INSURANCE

Common Article

Article 4.02 RETIREMENT

Common Article

Article 4.03 LIFE INSURANCE

Common Article

Article 4.04 LONG-TERM DISABILITY INSURANCE

Common Article

Article 4.05 ELIGIBILITY FOR BENEFITS

- A. Bus operators become eligible for all standard benefits (health, dental and life insurance and vacation and sick leave accrual), when at step A or above of the wage scale.
- B. Regular and probationary part-time bus operators shall receive vacation, sick leave and holiday pay predicated on the number of hours worked in relation to full-time status.

SECTION 5 LEAVE TIME

Article 5.01 HOLIDAYS

Common Article

Article 5.02 SICK LEAVE

Common Article

Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM

Common Article

Article 5.04 INDUSTRIAL LEAVE

Common Article

Article 5.05 BEREAVEMENT LEAVE

Common Article

Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE

Common Article

Article 5.07 FMLA/CFRA

Common Article

Article 5.08 VACATION

Common Article

Article 5.09 VACATION BIDDING

- A. GCTGCTD shall post semi-annual sign-ups for vacations after semi-annual open route bidding is completed. Bus operators shall complete their vacation bidding by the date listed on the bid schedule. If a bus operator wishes to pass on bidding for a vacation period, that bus operator's name shall fall to the bottom of the seniority list and must wait until their name again comes up for bidding. Bidding will be done in two (2) parts as shown in section B below. The purpose of the two part bid is to allow all operators an opportunity to bid some vacation time each year. No more vacation days may be taken than the bus operator will accrue by the requested vacation time. Except in emergency situations, no changes may be made without mutual agreement of the operator and management. Vacation Bids will be done on a seniority basis using the total bus operator list. Bidding will take place at specific times, posted on the bid list. .
- B. Vacation Bid Part 1 - Operators will be given a 15 minute window in which to bid vacation. Vacation requests may be submitted ahead of the bid time. In part 1 no operator may bid more than thirty (30) total days (full or partial) off. No operator may bid more time off than they will have accrued as of the date requested. In Part 2 operators will again have a 15 minute window in which to bid vacation. Vacation requests may be submitted ahead of the bid time. In part 2 operators may bid additional dates up to the amount of time they will have accrued as of the date requested.

C. Bus operators not expecting to be present at the bid time shall leave a written list of choices for vacation dates, showing individual dates, with the director of transit operations or designee. Any bus operator not bidding at their appointed time will fall to the bottom of the bid list and will be allowed to bid again at the end of the regular bid schedule.

D. Bus operators may bid a single day or blocks of time. Bus operators bidding a full work week of vacation will be considered as off for the full seven days of the week. . During the semiannual bid, the number of bus operators allowed off at any one time will be based on ~~6.5% of~~ the number of bus operators employed by GCTGCTD on the day the vacation bid begins, in accordance with the following schedule:

Less than 108 Operators - 76 vacation slots
108 - 123 Operators - 87 vacation slots
124 - 138 Operators - 98 vacation slots
139 - 153 Operators - 109 vacation slots
154 - 169 Operators - 110 vacation slots
~~More than 170 - 184 Operators - 124 vacation slots~~
185 - 199 Operators - 13 vacation slots
200 - 215 Operators - 14 vacation slots
More than 215 Operators - 15 vacation slots
plus one additional slot for every 15 additional drivers

A minimum of one third (1/3) of the vacation slots are guaranteed to be available on any given day

E. After the regular bidding has been completed, additional requests may be submitted in writing on a first come, first served basis. If a vacation request is cancelled in writing no less than 72 hours prior to the beginning of the shift and the cancelling operator is available to work ~~his or her~~ the employee's regularly scheduled shift, the vacated vacation slot will be filled from the next request on the existing vacation request list. Operators cancelling a vacation shift and later calling in sick for the same shift will be subject to the physician's note

requirement in Article 5.02F, at GCTGCTD's discretion.

F. Approval notification on the additional vacation requests (requests received after semiannual bid) will be at a minimum the Friday before the week of the requested vacation. A vacation calendar will be posted in the drivers' room and will be updated weekly.

G. If a bus operator does not have sufficient vacation accrual or comp time to cover the requested vacation at the time of the leave, the vacation request will be cancelled unless the bus operator has an approved leave without pay.

H. Part-time bus operators shall be permitted to take such vacation as they have accrued, up to forty (40) hours of accrued vacation per week. If part-time bus operators want to be paid vacation accrual for more than their bid run (but no more than forty hours per week), it must be noted on the vacation request.

I. Bus operators shall be required to provide at least seventy two (72) hours prior notice to GCTGCTD in the event he/she cancels approved vacation leave. An employee who fails to provide said notice may be denied work on the day if he/she returns early.

SECTION 6 WORKING CONDITIONS

Article 6.01 SENIORITY

Seniority shall be the determining factor in all work schedules, vacations, appointments, transfer and layoffs, within GCTGCTD. Seniority is defined as the last date of hire with GCTGCTD.

All employees hired after February 2, 1994 shall have seniority based on last date of hire for a specific job classification.

Any employee who has served as a supervisor and passed probation, and subsequently is permitted by management to return or demote to a represented position,

for seniority purposes shall start from the bottom of the seniority list.

Article 6.02 PHYSICAL EXAMINATIONS

GCTGCTD will provide physical examinations for each employee by a GCTGCTD selected physician once every two (2) years, or more often as required to maintain a commercial driving license.

Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT

Common Article

Article 6.04 UNIFORM ALLOWANCE

A. Should any part of the uniform be damaged in performance of the bus operator's duties without negligence by the employee, GCTGCTD will replace it. At all times while on duty, bus operators will wear uniforms as specified by GCTGCTD that are presentable, clean and in good repair.

B. GCTGCTD will provide either three (3) trousers or two (2) cargo pants (if available), and five (5) shirts (short sleeve, long sleeve or polo) to all regular bus operators. Polo shirts can only be worn on approved days (Currently Friday, Saturday, Sunday and any holiday that the administrative office is closed) –Additionally, every other year GCTGCTD shall provide a sweater or jacket to each eligible bus operator. Since the ordering of uniforms occurs once a year (on July 1), a new bus operator who is hired after that time will be eligible for two trousers and three shirts, to be ordered within one week of the end of a new bus operator's training period.

C. Additional uniforms may be ordered at any time. Uniforms ordered outside of the annual order are at the employees cost. Once authorized by the employee the cost of such orders will be directly deducted from the employees paycheck.

Article 6.05 ACCIDENT REVIEW BOARD

Common Article

Article 6.06 TRAINING

A. New Hire Training - Training of newly hired Bus Operators shall be done on days and hours deemed appropriate by the Director of Transit Operations to fulfill GCTGCTD's mission to complete operator training in the most efficient manner possible. Changes to this training program can be made without notice as required by changes in training staff, techniques or regulations.

B. VTT Training/Safety Meetings - All Active GCTGCTD Operators are required to receive eight (8) hours of classroom training per year in order to maintain their California Verification of Transit Training (VTT) certification. GCTGCTD will hold monthly safety meetings to accomplish this task. The meetings will generally be held in the last week of the month. Non-service holidays that fall within the last week of the month will require the safety meetings to be rescheduled for another week.

Operators normally will attend these meetings on their own time. GCTGCTD will provide approximately 10% of the total drivers an opportunity to attend a safety meeting while on duty. In certain instances no coverage will be available due to manpower restrictions. Meetings will be one hour in length, and operators attending meetings outside their normal shift will be paid for their attendance as time worked.

Operators must attend a minimum of eight meetings each year to obtain necessary VTT hours for maintaining their drivers' licenses. Operators would receive discipline for miss-outs for any meeting missed in excess of four in one calendar year. Operators failing to make at least eight meetings during the year may find themselves on unpaid administrative leave until a class can be scheduled to provide the required training hours. GCTGCTD will provide operators with their current total training hours at the end of each quarter (March

31, June 30, September 30 and December 31)

- C. Remedial Training - Remedial training is given to all operators who have been determined to have had a preventable accident. GCTGCTD may also, at its discretion, assign remedial training to operators it feels would benefit from the training based on a review of the operator's performance. The provision of remedial training to an operator on a voluntary basis will not be used as the basis for progressive discipline.
- D. Other training - Other training may be required for special events, route changes, introduction of new equipment or other unplanned events. This training may be held either on normal working days or on an employee's usual time off, based on the operators choice. Any training provided an employee's usual time off will be paid based on the actual time worked.
- E. New Operator Trainers – Experienced Bus Operators who serve as new operator trainers in revenue service will be compensated with a \$1.50 premium for each hour worked in revenue training. Bus Operators who wish to be considered for eligibility to serve as a new operator trainer may apply during an annual application period designated by Management. Factors that will be considered in evaluating applicants are bus operating skills and work record, customer service skills and work record, attendance and punctuality, work habits, disciplinary record and employee performance reviews. GCTGCTD management reserves the right to select and assign revenue trainers

Article 6.07 AUTOMOBILE USE

- A. Any bus operator who is required to travel approximately one-half mile or more from the Yard to the bus operator's relief point will be furnished a GCTGCTD vehicle for the purpose of relief. Relief points designated by GCTGCTD shall be located at points

where operators have access to reasonably adequate public facilities.

- A. The furnishing of GCTGCTD vehicles hereunder shall not apply to work breaks of one (1) hour or less.
- B. Bus operator use of GCTGCTD vehicles is for business use only. GCTGCTD allows incidental use along the designated route from relief point to the yard only. No incidental use is allowed when going out to relieve other operators, only when returning to the GCTGCTD yard. Refer to the bus operator policy summary book for definition. Bus operators may not take GCTGCTD vehicles home.

Article 6.08 ROUTE BIDDING

- A. Definitions:
 - Open Bid: All eligible bus operators will participate, in seniority order, in an open bid (a) at the semiannual bid times (), (b) when new or eliminated routes are instituted, or (c) in a layoff situation.

Bid-or-Pass Bid: All eligible bus operators will participate, in seniority order, in a bid-or-pass bid if a run is made available for the remainder of the semiannual bid period (such as an operator resigns, which creates an open run). Bus operators can elect to bid for the open run or pass bidding. Limitations: Bid-or-Pass Bids will not be conducted if less than two months remain on the open bid in effect.

Bump Bid: A bump bid can be requested by a bus operator when (1) his/her full-time run is changed and the change affects the day off, the sign-on time or the pay time daily by thirty (30) minutes or more or (2) he/she does not have an assigned run and is returning from military active duty or an approved medical leave. The affected bus operator is eligible to call for a bump bid from his/her place on the seniority list.

Bump Bids will be conducted in the following manner:

1. The operator calling for the bump bid may choose from any work run held by an operator with less seniority than the operator calling for the bump bid.
2. Once the operator calling for a bump bid has made his/her choice the next bid will be made by the operator displaced by the first bump. This process repeats until either all operators impacted have bid new runs or there are no runs left and the remaining operators are assigned to extra board slots.
3. Limitations: Bump Bids will not be conducted if less than two months remain on the open bid in effect. Bump Bids will be at least two weeks apart.
4. Operators who have been bumped and had previously bid, and had approved, vacation will be accommodated for their vacation bid as long as they meet normal criteria such as enough hours in their bank.

3. _____

B. Process:

1. Bidding will be done in groups. Each group will encompass 1/8th of the operator seniority list
2. Copies of the Summary Sheets and master Bid Sheet shall be posted at least seven (7) calendar days prior to the time of bidding in an accessible location in the Drivers Lounge. Any employee on leave may request to receive notice by email; otherwise the employee shall receive notice by certified mail at the last known address. The bus operator may review the copies prior to bidding. The copies shall be updated after each group has bid.
3. Operators shall list choices on the approved form equivalent to their position on the bid list for that day (i.e. an operator at seniority position 15 shall submit 15 choices) in preference order.
4. All bids are due to dispatch no later than 12:00 pm (noon) of the operators assigned bid date. By 2:00 pm of the same day all bid results will be posted to allow the next group time to study the available work. Forms received after 12:00 pm (noon) but before 2:00 pm will be processed on the same day, however operators submitting late forms will need to provide sufficient choices to cover the total number of bid spaces for that day. Forms received after 2:00 pm will be processed at the end of the bid after all operators have bid.
5. Beginning at 12:10 pm staff will take all bids received by 12:00 pm and process them in seniority order. If the operator's first choice is available they will be given that choice. If the first choice is not available, the operator will be given ~~his or her~~ the operator's —highest choice that is available—. Late bid forms from the same day will be processed last. A final list of the each day's selected runs will be posted at 2:00 pm
6. Bus operators on extended leave shall not be permitted to bid a route until the next regular bid. Extended leave is defined as a return to work date that is beyond the bid start date. Bus operators who are eligible to bid but out of the area and unavailable to bid in person may arrange in advance with the Operations Department to receive bid availability information and submit a bid by a prearranged and prescheduled phone call or by e-mail.

Article 6.09 LATE REPORT RULE

- A. _____
- ~~A.~~ A An operator must report for assignment no later than one-hundred and twenty six ~~(1260)~~ sixty seconds after the scheduled report time or the operator will be charged with a late report. An operator calling in sick must GCTGCTD—telephone a supervisor/manager or dispatch at least one (1) hour prior to

scheduled report time or the operator will be charged with a late report. Employees receiving a late report are considered not to have worked their full, scheduled shift in accordance with –Article 5.01 B of this MOU.

B.7 Disciplinary action for late reports shall be based on the following schedule for a rolling six (6) month period.

One (1) late report	Verbal Warning of Rule Violation (written form verifying warning inserted in personnel file)
Two (2) late reports	Written Warning of Rule Violation
Three (3) late reports	Counseling and Director's Warning Letter
Four (4) late reports	One day suspension
Five (5) late reports	Three day suspension
Six (6) late reports	Five day suspension
Seven (7) late reports	Subject to termination

C Late Reports may be waived if an operator provides proof that he/she could not report on time due to one of the following:

- Inability to report due to hospitalization of employee or immediate family member (as defined under sick leave policy)
- Involvement in automobile accident
- Natural disaster (excluding power failures)
- Or other emergency situation if approved by Director of Transit Operations

Article 6.10 FAILURE TO REPORT

- A. Failure to Report: An operator who fails to report to work within one hundred twenty (120) minutes of scheduled report time shall be charged with a failure to report.
- B. If an employee fails to report for three consecutive scheduled workdays, it will be considered an abandonment of the job and the employee will be terminated.
- C. Disciplinary action for failure to report shall be based on the following schedule for a rolling one (1) year period.

One (1) failure to report	Director's Written Warning
Two (2) failure to report	Three day suspension
Three (3) failure to report	Ten day suspension
Four (4) failure to report	Subject to termination

An employee who fails to report as a result of GCTGCTD scheduling errors shall not be charged with a failure to report.

Article 6.11 EXTRA BOARD

- A. When possible, extra board bus operators should receive consecutive days off.
- B. If full time runs are vacant for over two weeks, assignment for those runs will be made on a week-by-week basis by seniority of the *part time*/extra board bus operators. The bus operator who is assigned the full time run continues to have extra board responsibilities if the overtime list is exhausted.

Article 6.12 RADIO COMMUNICATION

All radio communications between dispatch and coaches shall be for business purposes only. Employees should use codes as provided by GCTGCTD management. Neither dispatchers nor operators shall reveal telephone numbers, addresses or amounts of money over the radio.

Article 6.13 COMPLAINT PROCEDURE

All bus operators who receive a complaint against them shall be provided an opportunity to respond to the complaint in writing on a standard GCTGCTD form. Such complaint shall be presented to the bus operator within ten (10) days of GCTGCTD's receipt of the complaint. All such written responses shall be signed and dated by the bus operator. Prior to a complaint being filed in a personnel file, the supervisor's comments shall be shown to the bus operator, who shall be given the opportunity to respond in writing to the supervisor's comments on the standard form.

No complaint over two years old shall be used in a disciplinary action against a bus operator. Anonymous complaints will not be considered by GCTGCTD if no finding of wrong-doing occurred. GCTGCTD bus operators may review their personnel file during the regular office hours of the GCTGCTD business office provided such review is scheduled in advance with the director of administrative services. The supervisor shall attempt to present complaints at the end of the bus operator's shift whenever reasonably possible.

Article 6.14 OTHER OPERATOR DUTIES

Bus operators may be required to perform other duties such as passenger counts using counting mechanisms, transfer collections, stocking schedules in dispatch, stocking bus books on buses, transfer counts and on-off counts for specific stops. Bus operators may be required to perform other similar duties, as necessary. Bus operators will not be required to clean buses unless they volunteer for the assignment.

Bus operators performing standby duty may be assigned work at any time. They are required to be present and available to accept and perform assigned work at any time. Any exception must be specifically approved by the supervisor on duty. Scheduled time off will be considered when assigning work among standby operators, however, all standby assignments which require operating a bus, including but not limited to revenue service runs, bus trades or emergency bus bridge service, must be completed in their entirety regardless of scheduled time off.

SECTION 7 UNION RIGHTS

All Articles in Section 7 are Common Articles

Article 7.01 REASONABLE NOTICE
Common Article

Article 7.02 ACCESS TO PREMISES
Common Article

Article 7.03 STEWARD ADMINISTRATIVE LEAVE
Common Article

Article 7.04 ADVERSE ACTION, NOTICE AND PROCEDURES
Common Article

Article 7.05 SKELLY PROCEDURE
Common Article

Article 7.06 BULLETIN BOARD
Common Article

Article 7.07 FAIR SHARE/AGENCY SHOP
Common Article

Article 7.08 LAYOFFS
Common Article

Article 7.09 MONTHLY LABOR-MANAGEMENT MEETINGS
Common Article

Article 7.10 COMPLAINT FORM
Common Article

SECTION 8 CLOSING

All Articles in Section 8 are Common Articles

Article 8.01 TERM OF MEMORANDUM
Common Article

Article 8.02 PEACEFUL PERFORMANCE
Common Article

Article 8.03 SUCCESSORS AND ASSIGNEES
Common Article

Article 8.04 FULL UNDERSTANDING MODIFICATION AND WAIVER
Common Article

PART II - COMMON ARTICLE SECTION

Part II contains Articles that are common language to all ~~GCTGCTD~~-SEIU 721 MOUs.

SECTION 1 INTRODUCTION COMMON ARTICLES

Article 1.03 PARTIES' RIGHTS

A. ~~GCTGCTD~~ Management's Rights

The parties hereto recognize that the rights reserved by ~~GCTGCTD~~ include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; establish fare collection and sales procedures and methods; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of transit operations; determine the methods, means and personnel by which transit operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as amended by this agreement.

B. SEIU 721's Rights

The parties hereto recognize that SEIU 721 retains the right to 1) file grievances as to decisions that impact or effect wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, as set forth in Government Code section 3504, and 2) meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and have ~~GCTGCTD~~ consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a

determination of policy or course of action as set forth in Government Code section 3505.

C. Release for Bargaining

During MOU negotiations, ~~GCTGCTD~~ management will coordinate temporary work schedule or shift changes for employees on SEIU 721's bargaining team to facilitate negotiations. Such changes are subject to operational considerations, and will be limited to ~~threetwo~~ (23) representatives from the Bus Operator's Unit, one (1) representative from the Mechanical Unit and one (1) representative from the Administrative Support Unit.

Article 1.04 SEVERABILITY

If any section, subsection, subdivision, sentence, clause or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

Article 1.05 PAYROLL DEDUCTIONS

It is mutually agreed that ~~GCTGCTD~~ will, during the term of this Memorandum, deduct monies and remit to SEIU as authorized by Employee Payroll Deduction Authorization providing there are not more than five deductions per pay period. All requests for payroll deduction shall be submitted no less than seven (7) calendar days before payday. ~~GCTGCTD~~ and SEIU mutually agree that both parties be saved, indemnified and held harmless from any liability due to errors and omissions arising out of the other party's use of the SEIU's sponsored deduction code.

Article 1.06 NONDISCRIMINATION POLICY

It is agreed that neither SEIU nor ~~GCTGCTD~~ shall discriminate against any employee for any category protected by state or federal law, or because of union membership or lawful union activity.

~~Article 1.07~~ — ~~GENERIC CLAUSE~~

~~Any reference to he, his, man or men used in this Agreement shall be in the generic sense and will refer equally to either sex without discrimination.~~

SECTION 2 WAGES COMMON ARTICLES

Article 2.02 LONGEVITY PAY

To encourage stability of employment with GCTGCTD, 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 GCTGCTD 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.

Article 2.03 INCENTIVE FOR ATTENDANCE

If an employee has no unscheduled absences (sick leave, GCTGCTD family leave as defined in Article 5.02E, suspensions or industrial leave) in a 6-month period (November 1-April 30; May 1-October 31), a bonus of \$150 for each qualifying 6-month period will be paid. If an employee has no unscheduled absences for the full contract year (November 1-October 31), an additional \$100 bonus will be paid, for a maximum of \$400 per contract year.

SECTION 3 HOURS COMMON ARTICLES

None

SECTION 4 BENEFITS COMMON ARTICLES

Article 4.01 MEDICAL, DENTAL, AND VISION INSURANCE

The total monthly GCTGCTD insurance premium contribution for health, dental, and vision benefits for regular and probationary full-time and part-time bus operator employees is listed in Appendix "B".

- A. If GCTGCTD's contribution to medical, dental, and/or vision insurance premium is in excess of the respective amounts for the employee, no excess monies shall be returned to the employee.
- B. If two GCTGCTD employees are a legally married couple or registered domestic partners, GCTGCTD will pay for their full premium of the HMO plans of health and dental insurance and vision insurance. The two GCTGCTD employees must select joint insurance coverage under either "Employee+1" or "Employee + family."
- C. GCTGCTD Management will review benefit and premium proposals and recommendations with the SEIU stewards or designated representatives by September 21st of each year. GCTGCTD shall authorize paid time up to an aggregate total of four (4) hours per year for a maximum of three SEIU stewards or designated representatives participating in this review.
- D. During the term of the MOU, if health insurance premiums increase by an average of by more than twelve percent per year, there shall be a re-opener to discuss options of paying the increased premium cost.
- E. GCTGCTD and SEIU agree to an Employee Assistance Program (EAP) for the employees.

Article 4.02 RETIREMENT

~~A.~~
A—The retirement program for GCTGCTD employees who are characterized as CLASSIC under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS

~~2.7% @ 55 full and supplemental formula for local miscellaneous members and 1959 Survivor Benefit Level IV. The retirement program for GCTD employees who are characterized as PEPRAs under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2% @ 62 Formula for Miscellaneous/Industrial Members PEPRA program and 1959 Survivor Benefit Level IV. is the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members and 1959 Survivor Benefit Level IV.~~

~~B. Effective November 2, 2011 ("conversion date"), employees hired on or after the conversion date will be considered "recent employees" for purposes of this article. Employees hired before the conversion date will be considered "prior employees" for purposes of this article. 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 C of this article.~~

~~C. Effective July 6, 2014, all employees considered "prior employees" for purposes of this article shall contribute 2% of the 8% PERS employee contribution, and GCT shall contribute the remaining 6% share. All employees considered "recent employees" for purposes of this article shall continue to contribute 4% of the 8% PERS employee contribution, and GCT shall continue to contribute the remaining 4% share.~~

~~4. Effective July 5, 2015, all employees shall each contribute 4% of the 8% PERS employee contribution, and GCT shall contribute the remaining 4% share. This covers both "prior employees" and "recent employees."~~

~~B. 5. Effective July 3, 2016 all GCTD ClassicLASSIG employees shall each contribute 6% of the 8% PERS employee contribution, and GCTGCTD shall contribute the remaining 2% share. GCTD PEPRA employees will contribute 100% of the employee share in accordance with the PEPRA statute. This covers both "prior employees" and "recent employees."~~

~~D. 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%].)~~

~~E. GCT will notify SEIU Local 721 of the following fiscal year's employer contribution each year within 14 days of receipt of such notification from CalPERS.~~

~~F. GCT and SEIU 721 acknowledge that all employees covered by this agreement are considered transit employees as defined in California Government Code section 7522.02, and both parties will abide by the provisions set forth in Government Code section 7522.02 as well as the final resolution of the judicial actions contemplated in Government Code section 7522.02. (**State of California, et al. v. US Department of Labor et al.**)~~

Article 4.03 LIFE INSURANCE

~~GOLD COAST TRANSIT shall provide term life insurance benefits in the amount of not to exceed in the amount of one times the employee's annual salary (rounded to the nearest \$1,000) not to exceed \$100,000.~~

Article 4.04 LONG-TERM DISABILITY INSURANCE

Effective January 1, 2006, GCTGCTD shall provide 100% employer paid coverage of long-term disability insurance that will provide a minimum of sixty percent (60%) of earnings after six months of disability. Maximum monthly benefit shall not exceed \$3,000.

scheduled holiday shift to be eligible for holiday pay. For purposes of this article, a scheduled overtime shift is considered a regularly scheduled day.

SECTION 5 LEAVE TIME COMMON ARTICLES

Article 5.01 HOLIDAYS

A. All employees covered by this Memorandum shall be paid holiday pay as provided in this Article. If any employee is regularly scheduled for less than full time, they shall receive holiday pay on a pro rata basis. The paid holidays shall be:

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's 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 half work day immediately before Christmas Day
12. Christmas Day - December 25
13. New Year's Eve - The last half work day immediately before New Year's Day

Management will meet and confer with SEIU before proposing to provide scheduled service for any holiday on which GCTGCTD currently is closed.

B. Employees shall be paid two and one-half (2½) times their regular hourly rate for all time worked on holidays as listed above. Employees shall work the full shift of their last regularly scheduled day before the holiday, the full shift of their first regularly scheduled day after the holiday, and the full shift of their

C. Employees shall receive straight time plus one-half (½) their regular hourly rate as vacation time for scheduled hours not worked on Thanksgiving Day, Christmas Day and New Year's Day.

D. There shall be no pyramiding of hours. If a holiday falls on an employee's regularly scheduled time off, vacation time off shall be granted.

Article 5.02 SICK LEAVE

A. All regular full-time employees hired prior to December 2, 1981 will accrue sick leave entitlement at the rate of 3.693 hours per biweekly pay period (equivalent of eight [8] hours per month).

B. As of November 1, 2005, all employees hired after December 1, 1981 who become full-time employees will accrue sick leave at the rate of 2.769 hours per bi-weekly pay period (equivalent of six [6] hours per month).

C. Effective January 1, 1985, all regular employees who have accrued sick leave for one full calendar year and uses 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.

D. All employees accumulating 480 hours of sick leave may elect to convert sixteen (16) hours of such sick leave to vacation leave. This election shall be made one time each calendar year and shall be on a one for one basis.

E. An employee may use up to one-half the annual accrual rate for the care of ~~his or her~~ the employee's 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.

- F. A note from a medical physician confirming treatment is required if (1) an employee is on sick leave for three or more consecutive days or (2) for less than three consecutive days, at the discretion of the supervisor, based on the employee's attendance record and with prior notice. The General Manager, or designee, shall review each January and July the record of those employees who have mandatory requirements to provide a physician's note. The findings will be provided to SEIU.

In the biannual attendance record review each January and July:

1) Employees who have seven (7) sick days in the six-month review period will be placed on the mandatory physician's note list. Full or partial sick days each count as an absence. Prescheduled sick-day absences will not count toward this total, sick days covered by approved FMLA leave will not count toward this total, and for employees with an extended illness or injury absence only the first three days of each extended absence will count toward this total;

2) Employees on the mandatory physician's note list must have four (4) or fewer sick day absences to be removed from the mandatory physician's note list. Employees with an extended absence during the six month review period will not be eligible to be removed from the mandatory physician's note list.

3) The General Manager reserves the discretionary right to excuse any employee from the mandatory physician's note list based on extenuating circumstances. Employees may elect to be placed on the list on a voluntary basis.

Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM

The purpose of this program is to allow regular employees to voluntarily donate a portion of their accumulated vacation or sick

leave hours for use by another regular employee who has suffered a catastrophic illness or injury.

- A. A catastrophic illness or injury is a severe illness or injury constituting a momentous tragic event of extreme misfortune that is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave banks.
- B. The application of this program is on a case-by-case basis at the discretion of the SEIU steward team for represented employees. Each request will be reviewed for uniformity and consistency of application.
- C. Eligibility to participate in this program is limited to regular employees.
- D. Accumulated vacation or sick leave time may be donated. To be eligible to donate, an employee must retain a minimum of 60 hours in the accrual bank designated. If the adjusted accrual bank falls beneath this minimum, no donation can be made.
- E. During a twelve-month period, an employee may donate to a recipient a maximum of 40 hours and a minimum of 4 hours.
- F. The maximum donated hours an employee may receive is 480 hours in a twelve-month period.
- G. Donated leave hours will be credited to the recipient's sick leave bank on an hour-for-hour basis at the recipient's hourly rate of pay at the time the sick leave is used.
- H. All donated time will be designated as sick leave accrual for the recipient.
- I. If the employee is receiving state disability insurance or temporary disability indemnity benefits payments, the payment of the leave will be adjusted to the normal net take-home pay (as defined in the policy under Section 5.04

Industrial Leave).

- J. Donated vacation hours, up to a maximum of 40 vacation hours in a rolling 12-month period, shall be counted as "used hours" for the purposes of qualifying for the vacation redemption benefit referenced in Section 9F of the GCTGCTD Personnel Rules.

Article 5.04 INDUSTRIAL LEAVE

Any employee incapacitated to work because of injury or disease arising out of and suffered in the course of GCTGCTD employment, is entitled to industrial injury leave during the period of ~~his~~the employee's incapacity.

- 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 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 GCTGCTD employee is disabled temporarily and is entitled to receive temporary disability indemnity benefits payments provided under the Worker's Compensation Insurance and Safety Act, the employee may fill out a form indicating the use of accumulated sick leave time and/or accumulated vacation time up to the amount of ~~his~~the employee's 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. The form must be submitted to the payroll office within three days from the start of the leave period and the decision is irrevocable. If a form is not submitted within the required time period, the automatic default will be the use of only the accumulated sick leave time up to the amount of ~~his~~the employee's 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" means an employee's regular, current biweekly rate of pay, less deductions for federal and state income tax and CalPERS retirement plan contributions: the term does not include overtime, standby or shift differential pay. GCTGCTD shall continue to pay insurance premiums for the period of industrial injury for the employee, but not to exceed a period of twenty-six (26) weeks provided the carrier for each of these programs will accept the payment without additional premium cost to GCTGCTD.

Article 5.05 BEREAVEMENT LEAVE

- A. When an employee is absent from duty because of the death of a member of ~~his~~the employee's immediate family, such employee shall be entitled to five (5) working days leave of absence with pay. Immediate family shall be the father, mother, mother-in-law, father-in-law, spouse or registered domestic partner, children (biological, adopted or step), brother, sister, grandparent or grandchild of the employee.
- B. The first five (5) days of bereavement leave taken by an employee are not chargeable to accrued leave. Any authorized bereavement leave taken in excess of five (5) days is chargeable to either accrued sick or vacation leave, at the employee's discretion.
- C. A regular employee who has accrued sick leave may take an additional two days chargeable to accumulated sick leave if in the opinion of the General Manager excessive travel is required in connection with the death of a family member.
- D. Management will make every effort to grant requests for vacation or comp time for bereavement for relatives not listed in Section "A" above, when documentation of the death and funeral service is provided. In such circumstances, time off for the grieving

employee may take priority over other employees' non-bid vacation requests which have not yet been approved.

Granting such bereavement requests will be at the discretion of management based on operating requirements.

incapacitated as a result of performing any and all of the public agency safety service activities.

F. The employee must have sufficient vacation time and/or compensatory time accrued for this leave to be granted.

Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE

GCTGCTD may approve the use of paid vacation and/or compensatory time for emergency leave requests by an employee actively involved in a public agency sponsored community service program relating to emergency search and rescue programs, provided that the following requirements are met:

- A. The employee must provide evidence that they are an active volunteer for a Public Agency sponsored community service program relating to emergency search and rescue.
- B. The employee must receive written authorization from his/her immediate supervisor. The authorization shall not be orally and must be communicated in person between the employee and the immediate supervisor.
- C. Under no condition shall GCTGCTD be obligated to pay premium time pay for the employee during the time of his/her participation in the community service program.
- D. Within one week (5 calendar days) upon return to work at GCTGCTD, the employee shall provide written verification on the letterhead of the public agency sponsoring the emergency search and rescue program, and signed by a supervisor of that agency, stating that the employee was performing a specific emergency search and rescue function.
- E. The public agency sponsoring the emergency search and rescue program shall certify in writing that GCTGCTD be held harmless in the event that the participating GCTGCTD employee is injured, becomes ill or otherwise is

Article 5.07 FMLA/CFRA

Employees on FMLA/CFRA leave may utilize paid leaves. The twelve (12) month period used for determining eligibility shall be based on a twelve (12) month rolling period. GCTGCTD agrees to pay medical premiums while on approved leave.

Article 5.08 VACATION

C. VACATION ACCRUAL: Employees having an appointment to a regular position are eligible for their first vacation accrual when they have completed two weeks of continuous service. All employees who have appointments to regular positions earn vacation accrual for each biweekly pay period, or major fraction thereof of service, from the date of their original appointment in accordance with the following table:

VACATION CREDIT FOR FULL-TIME SERVICE

<u>YEARS OF SERVICE</u>	<u>HOURS PER MO.</u>	<u>HOURS BIWEEKLY</u>
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 <u>but less than 15 or more</u>	13-1/3	6.154
<u>15 or more</u>	14	<u>6.462</u>

B. VACATION SEVERANCE PAY: Any employee who leaves the service of GCTGCTD shall be paid for accrued vacation at the rate currently authorized for the position-classification salary range and step level.

C. VACATION CARRIED FORWARD: Vacations shall be taken as 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 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 1st and prior to March 31st, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All vacations must be scheduled in accordance with the rules and processes defined in section 5.09 of the MOU. All assigned vacation must be completed prior to April 1st.
2. Prior to April 1st, request vacation redemption, in accordance with Section 9F of the Personnel Rules, to bring the accrued vacation time amount below the maximum by April 1st, or
3. On or after March 1st and prior to April 1st, 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 1st, 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 program of GCTGCTD.

In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTGCTD's functions will not be greatly interrupted.

- E. ADDITIONAL VACATION IN LIEU OF SICK LEAVE: When an employee's accumulated sick leave credit as of the First of January of each year exceeds the maximum allowable, the employee shall receive an additional vacation leave entitlement of 25% of such excess sick leave.

Article 5.10 – TIME OFF FOR MILITARY SERVICE - UNITED STATES ARMED FORCES RESERVE TRAINING

A) An employee subject to the terms of this MOU, who is called into or enlists in the Armed Forces of the United States, shall be given leaves of absence in accordance with applicable state and federal laws affecting military leave.

B) An employee subject to the terms of this MOU shall be granted necessary time off for military training as provided for under Section 395 of the California Military and Veterans Code.

C) An employee subject to the terms of this MOU will be compensated with pay for time off for a maximum of 30 calendar days for time involved in active duty training in accordance with Sections 395.01, 395.02, and 395.05 of the Military and Veterans Code as may be applicable.

D) An employee subject to the terms of this MOU will be compensated for the shortfall between military pay and pay for the employee's regularly scheduled GCTGCTD shift or shifts, if any, for days spent in inactive duty training time or drills, not to exceed 24 days in any calendar year. GCTGCTD shall also allow paid time off for one-half day on the day immediately preceding an inactive duty training assignment if that preceding day is a scheduled work day.

SECTION 6 WORKING CONDITIONS

COMMON ARTICLES

Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT

GCTGCTD shall provide reimbursement for the cost of textbooks, tuition, registration and laboratory fees for school courses, workshops, and seminars completed on the employee's own time. A maximum of ~~seven~~ eight hundred (\$~~8700~~) dollars per fiscal year shall be covered for each employee that 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 GCTGCTD prior to the first class session. An official record of grades and receipts must be received by GCTGCTD 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 GCTGCTD.

Article 6.05 ACCIDENT REVIEW BOARD

A. Accident Review - The Director of Transit Operations, or designee, shall conduct a review of all occurrence reports to determine if the occurrence was an "incident" or an "accident". On reports determined to be an "accident" the Director of Transit Operations, or designee, shall make a determination of "preventable" or "non-preventable". This determination is to be made in a timely manner. The employee involved in the occurrence will be notified of the classification of the incident and the determination on preventability. This designation will be made based on information contained in the accident report, interviews with the employee and any witnesses and review of video if available. The Director of Transit Operations, or designee, will utilize

Transportation Safety Institute guidelines in determining preventability.

B. Appeal Process - If the employee involved disagrees with the determination made by the Director of Transit Operations, or designee, the operator may appeal that decision to the Accident Review Board (ARB). The Board may uphold or overturn the previous decision based upon a full review of the facts and evidence, and such action is final.

C. Action - It will be the responsibility of the Director of Transit Operations to inform the affected operators of the results and finding of the ARB.

D. ARB Organization - The Accident Review Board (ARB) will be comprised of one (1) Operator Representative, one (1) Management Representative, and one (1) Maintenance Representative. All voting representatives except Management Representative shall possess a valid Class A or B license. All voting representatives shall be rotated at least every three years. Each ARB member may have one alternate designated to serve in the member's absence. The designated alternate must have an appropriate background to be able to determine if an accident is preventable or non-preventable.

1. Operator Representative: To be eligible to serve on the ARB an Operator should be required to have to his/her credit at least one full year of no-accident driving with GCTGCTD. This will help to avoid criticism of Board Members by adjudged Operators. This representative will be selected by the Operators.

2. Management Representative: The Management Representative will display real interest in the safety programs and provide authority in the Board decisions. This representative will be selected by the Director of Transit Operations with the concurrence of the General Manager

3. Maintenance Representative: The Maintenance Representative should have an all-around working knowledge of the maintenance of all vehicles should

questions of mechanical failure come up in a meeting. This representative will be a Mechanic I, Mechanic II or Mechanic III, and will be selected by the Director of Fleet and Facilities with the concurrence of the General Manager.

4. Ex-Officio Member: The Human Resources and Risk Manager shall serve as a nonvoting, ex-officio member of the ARB. The ex-officio member will be responsible for video review and will fully participate in deliberations, except that only voting members will be present during voting.

E. Action: It will be the responsibility of Management to inform all Operators of the results and findings of the ARB.

F. Method of Operation: The ARB shall review the accident reports and uphold or overturn the previous decision as to the preventability or non-preventability of the accident on the basis of those facts. The Board shall not assume the accident was preventable unless the driver refuses to cooperate with the investigation or fails to completely fill out an accident report as required by GCTGCTD. The ARB will meet monthly as needed to review the accidents that occurred in the previous month.

G. Definition of Preventability: A preventable accident is any occurrence involving a GCTGCTD-owned or operated vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it happened, in which the Operator in question failed to do everything he/she reasonably could have done to prevent the occurrence.

H. Guide to Determine Accident Preventability: This Safety Program is designed to recognize expert, safe driving performance, not just average performance. It is based on the concept of defensive driving - the ability to avoid accidents in spite of the wrong actions of the other drivers and in spite of adverse driving conditions.

I. Determination by the Accident Review Board: Once a determination is made by the Board, the Operator may appeal that determination at the next ARB meeting. The Board may uphold or overturn its previous decision based upon additional facts, and such action is final. The determination for disciplinary action based upon the results of the ARB is solely the prerogative of GCTGCTD management. The ARB shall not make personnel decisions nor be responsible for adverse actions against GCTGCTD employees.

SECTION 7 UNION RIGHTS COMMON ARTICLES (ALL)

Article 7.01 REASONABLE NOTICE

Except in cases of emergency, GCTGCTD shall provide advance notice to SEIU of any intended significant change to any rule, procedure or practice which falls within the scope of bargaining.

Reasonable written notice (normally not less than fifteen [15] calendar days) shall be given to SEIU of any proposed rule, resolution or regulation directly relating to matters within the scope of representation, as defined in California Government Code Section 3505, prior to the time it is presented to the Board of Directors for consideration, or, if not a matter of Board policy, prior to implementation. If SEIU, within seven calendar days of receiving such written notice, requests to meet and confer on the proposal, such a meeting will be held within fourteen calendar days of the request unless time is extended by mutual agreement. The meeting will be held prior to implementation or presentation to the Board.

In cases of emergency (defined as an unforeseen combination of circumstances that calls for immediate action and which does not occur with a degree of regularity) when the Board of Directors determines that a rule, resolution or regulation must be adopted immediately without prior notice or meeting with SEIU, GCTGCTD shall provide such notice and opportunity to meet at the earliest practicable time following the

adoption of such a rule, resolution or regulation for reconsideration of the matter.

Article 7.02 ACCESS TO PREMISES

GCTGCTD agrees that SEIU's representatives and/or stewards shall have reasonable access to the work premises for the purpose of investigating, processing and/or resolving grievances, providing that SEIU's representatives and/or officers/stewards shall notify the supervisor in the area upon arriving on the premises. It is agreed by GCTGCTD and SEIU that grievances may be processed during working hours subject to the provisions that the mission and operation of GCTGCTD are not unreasonably interrupted or interfered with, nor unsafe conditions are created by such activity. It is agreed that officers/stewards shall be permitted to conduct a reasonable amount of SEIU business regarding grievances during working hours without loss of pay; and that the union may appoint one [1] officer/steward per every thirty [30] unit employees. In addition, one steward-at-large may be appointed for the three represented units (Administrative Support, Mechanical, and Bus Operators). SEIU may use GCTGCTD facilities to conduct meetings subject to and in accordance with presently existing applicable rules.

Article 7.03 STEWARD ADMINISTRATIVE LEAVE

GCTGCTD shall authorize the use of vacation or compensatory time up to an aggregate total of thirty-two [32] hours per year for use by SEIU officer(s)/steward(s) to attend employer-employee relations seminars or other union conferences. Time off for this purpose may take priority over other employees' non-bid vacation requests which have not yet been approved. Granting such time off requests will be at the discretion of management based on operating requirements.

Article 7.04 ADVERSE ACTION, NOTICE AND PROCEDURES

A. An adverse action is defined as a violation of the expressed terms of this Memorandum of Understanding or the

GCTGCTD Personnel Rules, or other rules or practices in place at GCTGCTD. Any regular employee against whom an adverse action is initiated by GCTGCTD, dependent upon the seriousness of the violation, for suspension 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.

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.

1. **Grievance Procedure:** Adverse actions consisting of suspensions without pay of two days or less, imposed upon employees where minor actions may not require pre-disciplinary Skelly Procedures, are adjudicated by a Grievance Procedure. GCTGCTD will apply pre-disciplinary procedural rights on suspensions without pay of 2 days or less for any regular employee against whom an adverse action is initiated, in accordance with the grievance procedure described in Article 7.04B.

2. **Skelly Procedure:** Adverse actions consisting of suspensions without pay of more than two days, demotions or dismissals, are adjudicated by a Skelly Procedure. GCTGCTD will apply pre-disciplinary procedural rights on behalf of any regular employee against whom an adverse action is initiated, in accordance with the process described in Article 7.05.

3. **Letters to the file:** Letters to the file by GCTGCTD pertaining to employees which are not grievable may be rebutted, in writing, by the employee within five (5) working days after receipt of the letter. Letters to the file shall not be incorporated into the employee's personnel file if there are no similar occurrences within one year from the date of issuance of the correspondence. It shall be the employee's responsibility to request GCTGCTD to remove the document(s) in accordance with this provision.

4. **Reprimands/Letters of Warning:** Reprimands or letters of warning shall be grievable and shall be appealable under the grievance procedure described in Article 7.04B.

Written reprimands or letters of warning which are more than two years old will not be referenced for disciplinary purposes; this does not apply to discipline for occurrences which took place prior to the date this contract was signed.

B. **Grievance Procedure:** A "grievance" shall be defined as a controversy between GCTGCTD and SEIU or an employee or employees. Such controversy must pertain to a dispute regarding the interpretation, application or enforcement of the terms of this Memorandum, or the Resolutions or Rules of GCTGCTD that fall within the scope of representation and excluding the practical consequences or impact on employment terms or conditions of decisions made by GCTGCTD under Article 1.03 "GCTGCTD Management Rights Reserved." There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. **STEP ONE -RESPONSE TO NOTICE - WRITTEN GRIEVANCE:**

a. An employee's grievance must be submitted, verbally or on the grievance form, to ~~the employee's~~ supervisor within fifteen (15) calendar days after initial notice is

served. The Supervisor will give ~~a his or her~~ written response to the employee by the end of the seventh (7th) calendar day following the presentation of the grievance.

b. If the employee disputes the supervisor's response to the grievance, the grievance must be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum, Resolution or Rule alleged to have been violated, the specific remedy or remedies sought, signed and dated by the employee and presented to the General Manager, or designee, within seven (7) calendar days after termination of Step One.

2. **STEP TWO - PRE-DISCIPLINARY MEETING AND NOTICE OF ACTION:**

A meeting with the employee, Steward and/or Union Business Representative and General Manager or designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. The meeting will take place within fourteen (14) calendar days from the date the grievance is received by the General Manager or designee. The General Manager or designee may invite other members or representatives of management to be present at such meeting. After reviewing the information presented by the employee and all other documentation, the general manager, or designee, will issue the notice of action in a written reply by the end of the tenth (10th) calendar day following the date of the meeting. The employee must be provided at least five (5) days notice before the effective date of the action.

Time limits as set forth in Step One and Step Two may be extended by mutual agreement between the parties.

3. STEP THREE – MEDIATION -

Grievances which are not settled and which either party desires to contest further shall be submitted to MEDIATION. The process is as follows: Either party may request the grievance be submitted to mediation within five (5) calendar days of receipt of the written reply from Step Three. The State Mediation and Conciliation Service (SMCS), a service provided by the Stated Department of Industrial Relations, shall be requested to provide a mediator to meet with the parties in an attempt to resolve the grievance. In the event the attempt to mediate the grievance is not successful, any offers of compromise, or statements of the mediator or the parties made during the mediation phase are confidential and may not be disclosed in any manner whatsoever or offered as evidence or as an admission against interest in any other administrative proceeding, arbitration or judicial proceeding.

The parties agree to bear their own costs, if any, of mediation including attorney's fees.

The parties may agree by advance mutual written consent, that any mediation hearing be considered final and the decision therein be considered binding on both parties. In a binding mediation, the ground rules set forth for Section 7.04(B)(5) "Arbitration," items b through f, shall apply to the mediation. If the parties agree by advance to binding mediation, this shall be the final step and Section 7.04(B)(5) "Arbitration" will not apply. The parties agree to bear their own counsel fees, if any, for binding mediation.

4. STEP FOUR - ARBITRATION:

Grievances which are not settled and which either party desires to contest further, shall be submitted to arbitration as provided in Step Four

within fifteen (15) calendar days from completion of step three, mediation. The process is as follows:

- a. As soon as possible, and in any event not later than fifteen (15) calendar days after either party received written notice from the other of the desire to arbitrate, an arbitrator shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The parties shall select by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- b. Either GCTGCTD or SEIU may call any employee as a witness, and GCTGCTD agrees to release said witness from work if ~~heshe/he the~~ employee is on duty. If an employee is called by GCTGCTD, GCTGCTD will reimburse the employeehim for lost time.
- c. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of the Memorandum or GCTGCTD Resolutions or Rules. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- d. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- e. The mutual decision of the parties and/or arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another authority, board, commission and/or agency.
- f. The arbitrator may hear and determine only one grievance at a time without the express agreement of GCTGCTD and SEIU, unless two or more

grievances raise the same issues and it is agreed upon by both GCTGCTD and SEIU to join the grievances.

- g. The parties shall share equally the expense of the cost, if any, of arbitration with the exception of attorney's fees or court reporters, without approval of the parties.

Article 7.05 SKELLY PROCEDURE

A. Notice of Intent: Any regular employee against whom an adverse action is initiated by GCTGCTD, dependent upon the seriousness of the violation, for suspension without pay exceeding two (2) days, 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.

1. If the employee chooses to respond in writing to the notice of intent, the written response must be submitted within 5 working days of receipt of the notice.
2. 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 GCTGCTD management that ~~the employee~~ she/he 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 GCTGCTD 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 five (5) working days after receipt of the notice of action to the Labor/Management Committee.

D. Labor/Management Committee: A Labor/Management Committee will be formed by one member from management, who is appointed by the general manager, and one member from the union, who is appointed by the union. The committee will meet within five (5) working days after receipt of an appeal of a proposed disciplinary action. The committee can invite the appealing employee to attend the meeting. The committee will review the proposed action and supporting documentation. The committee will make every effort to agree upon the appropriate action for the employee. If an agreement is reached on the appropriate action, notice will be provided to the employee within ten (10) working days.

E. Final Appeal: If the Labor/Management Committee cannot reach an agreement to resolve the matter, the represented employee may appeal the proposed disciplinary action to an Appeal Review Board or to an Arbitrator selected from a State Mediation and Conciliation Service (SMCS) list. The final appeal must be made to the general manager within five (5) working days after the decision has been issued from the committee. The decision reached in this step shall be final and binding on all parties.

1. Appeal Review Board: A three-member board of review is formed by the general manager appointing two members from among public agency officials whose responsibilities encompass personnel matters and SEIU

appointing a member representative. The board of review shall determine from among the members its own chairperson, who has authority to conduct the hearing. The general manager, or designee, 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, GCTGCTD policies, procedures and rules, and the evidence and arguments presented by the parties.

2. Arbitration: As soon as possible, and in any event not later than fifteen (15) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. The State Mediation and Conciliation Service (SMCS) shall provide a list of qualified arbitrators and SEIU and GCTGCTD will select the arbitrator by alternating the striking of submitted names until one arbitrator remains. Either GCTGCTD or SEIU may call any employee as a witness and GCTGCTD agrees to provide leave for said witness from work if ~~he/she~~ the witness is on duty. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The losing party in the arbitration shall be responsible for the cost of arbitration and court reporters, with the exception that each party shall be responsible for its own counsel's fees.

Article 7.06 BULLETIN BOARD

One bulletin board will be provided in the bus operators break room upon which SEIU may only post notices of community involvement; recreational and social affairs; voter registration information; union member benefits; newsletters; union rights notices; and letters from the union to the membership. Also, notices of meetings or elections and appointments and results of elections. The posting of any other classes of notices or the distribution of any written or printed notices, cards, pamphlets or literature of any kind at

GCTGCTD work stations or premises is prohibited without prior permission of GCTGCTD's General Manager or designee.

Article 7.07 FAIR SHARE/AGENCY SHOP

A. Unit employees, who choose not to become members of SEIU shall be required to pay to SEIU a representation service fee that represent such employee's proportionate share of SEIU's costs of legally authorized representational services on behalf of unit employees in their relations with GCTGCTD. Such representation service fee shall in no event exceed the regular periodic membership dues paid by unit employees who are members of SEIU. Employees shall be subject to its terms thirty (30) days after becoming an employee of GCTGCTD.

B. SEIU shall make available to unit employees required to pay a representation service fee under this Section, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of applicable law.

~~C.~~
~~C.~~ SEIU agrees to fully indemnify GCTGCTD and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of GCTGCTD under this Section, and to reimburse GCTGCTD for its costs is defending against any such claims, proceedings or liability.

D. Any employee in this unit(s) who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the GCTD during the term of this agreement; provided however that any employee in the unit(s) may terminate such Union dues during the period not less than thirty (30) days and not more than forty-five (45) days before the expiration of this

Memorandum of Understanding, by notifying the Union of their termination of dues in writing. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Union will provide GCTD's Human Resources with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Article 7.08 LAYOFFS

It is agreed that during the term of this agreement if layoffs occur SEIU and GCTGCTD will meet and discuss the impacts of the actions. Seniority, as defined in Article 6.01, will govern the order of layoffs within any position. Any employee scheduled for layoff in ~~his or her~~the employee's current position that has held another position in any GCTGCTD Unit within the past two years may bump back into their most recently held position and reacquire seniority in that position based on their hire date into that position.

Employees in this unit experiencing a layoff will be entitled to a continuation of health benefits beyond the normal cancellation of benefits by signing up for COBRA. For employees who choose to sign up for COBRA, GCTGCTD agrees to pay, for the first month only, the difference between the employee's previous health care contribution and the cost of COBRA. (Example: If employee's monthly contribution to health benefits at time of layoff is \$200 and employee's first month COBRA benefit cost is \$800, GCTGCTD will pay the difference of \$600)

Article 7.09 MONTHLY LABOR-MANAGEMENT MEETINGS

GCTGCTD and SEIU agree to schedule and hold as practical a regular monthly labor-management meeting at a time and day

mutually agreeable to both parties, to discuss current labor management issues. Both GCTGCTD and SEIU agree to make a best effort to schedule and attend this meeting, but acknowledge that this may not always be possible.

The monthly labor-management meeting shall be comprised of no more than three (3) SEIU members and three (3) management representatives; additional participants may attend by mutual agreement. When a specific agenda item pertains to a specific unit or to all units, a member from each affected unit may attend. Up to three (3) SEIU members shall be granted paid release time if the meeting conflicts with their regularly scheduled shift, to a maximum of two (2) hours of paid release time per person per meeting. When all three bargaining units must be represented, a fourth SEIU member may be granted paid release time if the meeting conflicts with ~~his or her~~the member's regularly scheduled shift, to a maximum of two (2) hours of paid release time per meeting.

Article 7.10 COMPLAINT FORM

It is agreed that a complaint form will be available to employees in this unit to address employee complaints.

SECTION 8 CLOSING COMMON ARTICLES (ALL)

Article 8.01 TERM OF MEMORANDUM

The term of this Memorandum is ~~July 1, 2014~~January 3, 2018~~November 1, 2017~~ through ~~October 31~~June 30, 2021~~17~~. Either party may serve the other, in writing, at any point after ~~February 28~~June 30, 2021~~17~~, with a request to open negotiations for a successor agreement.

Article 8.02 PEACEFUL PERFORMANCE

SEIU agrees that neither SEIU, its officers or agent, nor any of the employees covered by this MOU will cause, engage in, sanction, or support any strikes, work slow-downs, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper

performance of the duties of employment, nor shall SEIU or any employee covered by this MOU honor any similar job action of any other employee or group of employees of GCTGCTD or any union or association by withholding or refusing to perform services for GCTGCTD. In the event an employee violates this provision, SEIU shall immediately notify any such employee in writing to cease and desist from any such action and shall instruct them to return to their duties. SEIU agrees that any or all employees who violate any of this provision may be disciplined up to and including discharge. GCTGCTD agrees there shall be no lockouts made by GCTGCTD.

Article 8.03 SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions contained in this Agreement shall be modified in any respect by either party.

Article 8.04 FULL UNDERSTANDING MODIFICATION AND WAIVER

The provisions of this Memorandum of Understanding, together with those wages, hours and working conditions within the scope of bargaining in existence prior to this MOU, which are not changed by this Memorandum, shall constitute the wages,

hours and working conditions for the employees during the term of the Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

The parties hereto have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this MOU.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Board of Directors.

The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

APPENDIX "A"

Bus Operator Wage Table, 2014-2017

Effective Date	Trainee Rate	STEPS								
		A	B	C	D	E	F	G	H	I
7/6/2014	\$11.41	\$16.40	\$17.23	\$18.04	\$18.86	\$19.69	\$20.53	\$21.35	\$22.19	\$23.03
7/5/2015	\$11.87	\$17.06	\$17.92	\$18.76	\$19.61	\$20.48	\$21.35	\$22.20	\$23.08	\$23.95
7/3/2016	\$12.34	\$17.74	\$18.64	\$19.51	\$20.39	\$21.30	\$22.20	\$23.09	\$24.00	\$24.91
7/2/2017	\$12.71	\$18.27	\$19.20	\$20.10	\$21.00	\$21.94	\$22.87	\$23.78	\$24.72	\$25.66

Effective Date	Trainee Rate	STEPS								
		A	B	C	D	E	F	G	H	I
7/1/2018	\$13.06	\$18.77	\$19.73	\$20.65	\$21.58	\$22.54	\$23.50	\$24.43	\$25.40	\$26.37
6/30/2019	\$13.42	\$19.29	\$20.27	\$21.22	\$22.17	\$23.16	\$24.15	\$25.10	\$26.10	\$27.10
7/12/2020	\$13.82	\$19.87	\$20.88	\$21.86	\$22.84	\$23.85	\$24.87	\$25.85	\$26.88	\$27.91

APPENDIX "B"

Monthly ~~GCTGCTD~~ Health Insurance Premium Contribution

Effective 1/1/2013	Employee	Employee + One Dependent	Employee + Family
Full Time	\$469	\$840	\$1,094
Part Time	\$469	\$764	\$925

Full Time	\$483	\$865	\$1,127
Part Time	\$483	\$787	\$953

Full Time	\$502	\$900	\$1,172
Part Time	\$502	\$818	\$991

Full Time	\$522	\$936	\$1,219
Part Time	\$522	\$851	\$1,031

Effective 1/3/2018	Employee	Employee + One Dependent	Employee + Family
Full Time	\$558.54	\$1,001.52	\$1,304.33
Part Time	\$502.69	\$901.37	\$1,173.90

Full Time	\$575.30	\$1,031.57	\$1,343.46
Part Time	\$517.77	\$928.41	\$1,209.11

Full Time	\$592.56	\$1,062.52	\$1,383.76
Part Time	\$533.30	\$956.27	\$1,245.38

Full Time	\$610.34	\$1,094.40	\$1,425.27
Part Time	\$549.31	\$984.96	\$1,282.74

ON BEHALF OF SEIU 721:

Aram Agdaian
SEIU 721

Larry Allen
Bus Operator Unit

Fernando Ortiz
Bus Operator Unit

Jose Murillo
Mechanical Unit

Geraldine Navarrete
Administrative Unit

Date

ON BEHALF OF GCTD:

Steven P. Brown
General Manager

Steve L. Rosenberg
Director of Finance & Administration

Andrew Mikkelson
Director of Transit Operations

Reed Caldwell
Director of Fleet and Facilities

Debbie Williams
Director of Human Resources

Vanessa Rauschenberger
Director of Planning & Marketing

Alex Zaretsky
Human Resources and Risk Manager

Date

MEMORANDUM OF UNDERSTANDING BETWEEN
GOLD COAST TRANSIT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION #721
JANUARY 3, 2018 THROUGH JUNE 30, 2021
BUS OPERATOR UNIT

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MEMORANDUM OF UNDERSTANDING

BUS OPERATOR UNIT

PART I – UNIT-SPECIFIC ARTICLE SECTION

Part I contains Articles that are specific only to the GCTD-SEIU 721 Bus Operators Unit MOU.

SECTION 1 INTRODUCTION

Article 1.01 PARTIES TO MEMORANDUM

This Memorandum of Agreement has been entered into between SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #721 (SEIU), as the formally recognized employee organization, and GOLD COAST TRANSIT DISTRICT (GCTD), on behalf of the employees occupying the job classification of BUS OPERATOR.

SEIU is hereby certified as the formally recognized employee organization for those employees occupying the job classification listed above regarding wages, hours and other terms and conditions of employment.

Article 1.02 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect unless ratified by the employees of the Bus Operator Unit and approved by Resolution duly adopted by the Board of Directors of GOLD COAST TRANSIT DISTRICT.

This Memorandum of Understanding constitutes the mutual recommendation by the parties to the GCTD Board of Directors that one or more resolutions be adopted accepting this Memorandum and affecting the changes enumerated herein relative to wages, fringe benefits and other terms of employment for the employees represented by SEIU.

Article 1.03 PARTIES' RIGHTS Common Article

Article 1.04 SEVERABILITY Common Article

Article 1.05 PAYROLL DEDUCTIONS Common Article

Article 1.06 NONDISCRIMINATION POLICY Common Article

Article 1.07 DEFINITIONS

As an aid to understanding the meaning of certain clauses, this section provides definitions of words contained within this agreement.

Employee – Anyone hired by GCTD who has not terminated that relationship, either voluntarily or involuntarily, and is covered by this agreement.

Regular Employee – Any employee who has successfully completed the probationary period for the employee's current position.

Probationary Employee – Period of time from placement into a position until the employee becomes a regular employee. Normal introductory period is the initial six (6) months of employment in a specific classification in accordance with Section 23G of the GCTD Personnel Rules. Regular three month reviews of performance will be conducted during the probationary period, including any extensions of the probationary period. This means that all probationary employees will receive a three-month review. Any employee whose probation is extended beyond six months will receive a six-month review, and any employee who remains on probation after nine months will receive a nine-month review.

Full Time – Regular assignment in position is at least 38 hours a week.

Part Time – Regular assignment in position is less than 38 hours a week.

Extra Board – Required to work as assigned.

Temporary Employee – Anyone hired by GCTD for an interim, short term period which is not covered by this agreement. No bus operators will be hired as temporary employees.

SECTION 2 WAGES

Article 2.01 WAGES AND WAGE SCHEDULE

- A. There is established a nine-step wage schedule for bus operators. A newly hired bus operator shall be compensated at the trainee level for a period of thirty (30) days or until the first day the trainee drives a bus alone, whichever occurs first; the bus operator shall then be eligible, in accordance with present wage administration policy, for advancement to Step "A"; Bus Operator unit employees at Step "A" shall be eligible, in accordance with present wage administration policy, for advancement to Step "B" six (6) months from the initial appointment as trainee; Bus Operator unit employees at Step "B" shall then be eligible for advancement to Step "C" after having served six (6) months in Step "B"; Bus Operator unit employees in Step "C" and subsequent steps shall thereafter be eligible for advancement to the next step after having served one (1) year in the prior step. Step "I" is the top step.

See the wage scale in Appendix "A".

- B. All current bargaining unit employees hired prior to ratification of this Agreement will receive a one-time signing bonus of \$500 if this MOU is ratified by the bargaining unit and subsequently approved by the GCTD Board of Directors on January 3, 2018. The bonus will be paid no later than January 12, 2018

Article 2.01B will be automatically deleted in the subsequent MOU.

Article 2.02 LONGEVITY PAY Common Article

Article 2.03 INCENTIVE FOR ATTENDANCE Common Article

Article 2.04 NIGHT DIFFERENTIAL

A five percent (5%) night differential shall be paid to those bus operators required to work fifty percent (50%) or more of their work shift after 6:00 PM.

Article 2.05 BILINGUAL PAY

Consistent with the need of GCTD for bilingual ability, an 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 sensitivity toward the culture and needs of a large group of foreign speaking residents. The General Manager 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 per month.

Article 2.06 MINIMUM PAY FOR SPLIT SHIFTS

Bus Operators scheduled to work a split shift shall be paid their regular hourly rate for time worked, except that they shall be paid a minimum of three (3) hours per split shift day in the event they were scheduled to work and worked less than three (3) hours.

Article 2.07 SPREAD TIME

A Bus Operator shall be paid one and one-half (1½) times their regular salary rate for all hours worked in excess of twelve (12) hours consecutive from the start of their regular shift.

Article 2.08 OUT-OF-CLASSIFICATION PAY

If the General Manager temporarily appoints a unit employee to a higher salaried position, his/her salary shall be at least five percent (5%) greater than being earned at the employee's regular classification.

SECTION 3 HOURS

Article 3.01 BUS OPERATOR HOURS

Any bus operator who is authorized to and does work in excess of his/her regularly scheduled daily shift and/or more than forty (40) hours per week shall be paid for overtime at one and one-half (1½) the regular hourly rate, except as otherwise provided in Article 3.02 hereof. For the accrual of benefits, thirty-eight (38) hours or more, shall be considered as full-time.

In any scheduled work bid, eighty percent (80%) of all bid runs will consist of thirty-eight (38) hours or more. In any scheduled work bid for which GCTD's service levels (measured by Revenue Service Hours) are reduced by 10% or more from the previous service level, GCTD reserves the right to reduce this ratio from 80% to no less than 70%; GCTD will meet and confer with SEIU regarding any such reduction. GCTD also agrees to meet with SEIU during or after July 2012, upon the completion of two complete bid cycles, to review its scheduling process to evaluate the practical impact of maximizing and increasing the percentage of runs which are 40 hours or more.

Article 3.02 OVERTIME

A. Overtime Work - Defined: Overtime work is work performed by a bus operator at times other than those normally required for the bus operator's employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Time worked in increments of less than one-twelfth of an hour shall not be

accumulated or recorded as overtime. Overtime shall not be pyramided or compounded.

B. Overtime Worked - Compensation: Bus Operators shall be paid for overtime at one and one-half (1½) the regular hourly rate.

C. Overtime Work - Bus Operators: For the purpose of computing regular and overtime work, the total hours of work ordinarily required for a forty (40) hour, five (5) day week employee in a biweekly payroll period shall be considered as the regular working hours required for a full-time Bus Operator. Any hours in excess of that requirement shall be considered overtime work for this classification. Vacation leave taken, sick leave taken and compensatory time taken shall not be counted as time worked for purposes of computing overtime.

D. Overtime Assignment: Bus Operators who choose to be made available for overtime work shall place their names on an overtime list, which is in seniority order. Seniority shall be the determining factor in the assignment of overtime hours until a bus operator has worked one shift in overtime in any given week. When the highest seniority bus operator on the overtime list is not immediately available for overtime, the bus operator who is next in seniority on the overtime list will be offered the overtime. An available operator or supervisor may be used on a temporary basis for an overtime assignment until GCTD can reach the next operator on the overtime list, that agrees to work, can be reached. If there is less than two (2) hours remaining on the shift GCTD need not contact any operator on the overtime list even if the assignment to the run will put the available operator over 40 hours for the week in question. GCTD reserves the right to adjust the remaining schedules of impacted extra board operators to reduce overtime where possible. When calling overtime operators GCTD will allow ten (10) minutes from a call that was not answered for the operator in question to

return the call before moving to the next operator. GCTD will call only one phone number for overtime. It is the operators responsibility to designate a phone number as their primary number. If there is an immediate need for assignment of a route, GCTD has the right to fill the run regardless of seniority. A bus operator shall have his/her choice of runs should there be multiple runs available, up to 24 hours before the overtime run. Any dispute shall be determined by the seniority factor.

E. Compensatory Time Off: Bus Operator Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of sixty (60) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the pay check no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule. If an operator is in a modified duty position at the time of the cash payout, the compensation will be consistent with the pay in the classification when compensatory time was earned.

F. Bumping - Bumping shall be allowed. . If an operator has signed on to a part-time or a piece of a run, and a full-time run becomes available, the operator shall have first rights to that full-time run. All unforeseen conditions, like contesting one's right to overtime, shall be decided by seniority.

G. Responsibility for Accepted Overtime: Once a Bus Operator accepts an overtime assignment, that Bus Operator is responsible for working that shift.

For overtime assignments accepted more than 24 hours prior to the scheduled start time of the shift, any overtime assignment accepted may be

cancelled with no consequences up until 24 hours prior to the scheduled start time of the shift. Employees who call in sick for accepted overtime shifts less than 24 hours prior to the scheduled start time of the shift will be charged with a non-prescheduled absence for attendance tracking purposes (including the mandatory physician's note list review). There is no sick pay provision for any overtime assignment outside the regularly scheduled shift. Bus Operators accepting overtime assignments 24 hours or less prior to the scheduled start time of the shift will not be charged with a non-prescheduled absence for attendance tracking purposes.

All overtime assignments accepted and not cancelled at least 24 hours prior to the scheduled start time of the shift, regardless of when the shift was accepted, will be subject to the Late Report (Section 6.09) and Failure to Report (Section 6.10) guidelines of this MOU as if the shift was their regularly scheduled shift.

Article 3.03 CHECK-IN TIME

The parties agree that the check-in time shall be twenty (20) minutes for a bus operator taking a bus out of the yard or five (5) minutes for bus operators relieving another bus operator, wherein the bus is not driven to a relief point. The twenty (20) minutes shall be used to inspect buses as required by the Department of Motor Vehicles and California Highway Patrol. There shall be provided a five (5) minute check-out time at quitting time per day. Drivers are required to complete and turn in the Daily Vehicle Inspection form provided by GCTD.

Article 3.04 MEAL AND REST PERIODS

A. This section of the collective bargaining agreement expressly provides for meal and rest periods, as defined in this agreement, for bus operators.

B. Rest Periods: The rest periods are defined as the scheduled layovers built into each work run. Additional compensation for the rest periods will be ten (10) minutes per five (5) hours worked. Two ten-minute compensation periods must be provided if the assigned daily work time exceeds nine (9) hours. The compensation for the rest period will not be authorized for bus operators whose total daily work time is less than three and one-half (3½) hours.

C. Meal Periods:

1. Bus operators shall be provided meal periods. The authorized meal period time shall be a minimum of 30 minutes after the first eight hours and thirty minutes (8:30) of work. However, a meal period need not be authorized for bus operators whose total daily work time is less than eight hours and thirty minutes (8:30). Authorized meal period time shall not be counted as hours worked.

2. No second meal period is required to be scheduled if the total hours worked is more than ten hours but less than twelve hours.

3. Operators may eat/drink while in the driver's seat at layover points. Operators may not leave a layover/time point late due to eating. Operators are responsible for cleaning up after themselves.

4. Operators may drink, from a water bottle or thermos that will remain closed while not in use, while in revenue service but only when the bus is at a complete stop.

D. Disputes: If there is a dispute concerning the application of the rest and/or meal period provisions, as stated above, the grievance procedure in Section 7.04 shall be utilized.

Article 3.05 SCHEDULE EXCHANGE PROGRAM

All bus operators may participate in a schedule exchange program that allows the switching of runs within the same payroll

week between two operators if it is agreed upon by GCTD management. A form for the exchange of work runs must be completed and signed by both parties. The following rules apply to all schedule exchange requests:

A. No request is guaranteed to be approved simply because both operators have agreed. The request must also be approved by management and must not impact service coverage needs of the agency.

B. No request will be granted that would increase either operators scheduled overtime by more than one hour of their current total weekly bid time.

C. Request will only be granted when GCTD has sufficient personnel available on the affected days to insure adequate staffing in case of unexpected absences.

D. There is no set number of approved slots for exchange. Each request is on a case-by-case approval.

E. Any exchanged shift becomes part of that operators regularly scheduled and counts towards qualification for holiday pay.

SECTION 4 BENEFITS

Article 4.01 MEDICAL, DENTAL, AND VISION INSURANCE

Common Article

Article 4.02 RETIREMENT

Common Article

Article 4.03 LIFE INSURANCE

Common Article

Article 4.04 LONG-TERM DISABILITY INSURANCE

Common Article

Article 4.05 ELIGIBILITY FOR BENEFITS

A. Bus operators become eligible for all standard benefits (health, dental and life insurance and vacation and sick leave

accrual), when at step A or above of the wage scale.

- B. Regular and probationary part-time bus operators shall receive vacation, sick leave and holiday pay predicated on the number of hours worked in relation to full-time status.

SECTION 5 LEAVE TIME

Article 5.01 HOLIDAYS

Common Article

Article 5.02 SICK LEAVE

Common Article

Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM

Common Article

Article 5.04 INDUSTRIAL LEAVE

Common Article

Article 5.05 BEREAVEMENT LEAVE

Common Article

Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE

Common Article

Article 5.07 FMLA/CFRA

Common Article

Article 5.08 VACATION

Common Article

Article 5.09 VACATION BIDDING

- A. GCTD shall post semi-annual sign-ups for vacations after semi-annual open route bidding is completed. Bus operators shall complete their vacation bidding by the date listed on the bid schedule. If a bus operator wishes to pass on bidding for a vacation period, that bus operator's name shall fall to the bottom of the seniority list and must wait until their name again comes up for bidding. Bidding will be done in two (2) parts as shown in section B below. The purpose of the two part bid is to allow all operators an opportunity to bid some vacation time each year. No more

vacation days may be taken than the bus operator will accrue by the requested vacation time. Except in emergency situations, no changes may be made without mutual agreement of the operator and management. Vacation Bids will be done on a seniority basis using the total bus operator list. Bidding will take place at specific times, posted on the bid list. .

- B. Vacation Bid Part 1 - Operators will be given a 15 minute window in which to bid vacation. Vacation requests may be submitted ahead of the bid time. In part 1 no operator may bid more than thirty (30) total days (full or partial) off. No operator may bid more time off than they will have accrued as of the date requested. In Part 2 operators will again have a 15 minute window in which to bid vacation. Vacation requests may be submitted ahead of the bid time. In part 2 operators may bid additional dates up to the amount of time they will have accrued as of the date requested.
- C. Bus operators not expecting to be present at the bid time shall leave a written list of choices for vacation dates, showing individual dates, with the director of transit operations or designee. Any bus operator not bidding at their appointed time will fall to the bottom of the bid list and will be allowed to bid again at the end of the regular bid schedule.
- D. Bus operators may bid a single day or blocks of time. Bus operators bidding a full work week of vacation will be considered as off for the full seven days of the week. . During the semiannual bid, the number of bus operators allowed off at any one time will be based on the number of bus operators employed by GCTD on the day the vacation bid begins, in accordance with the following schedule:

Less than 108 Operators -	7 vacation slots
108 - 123 Operators -	8 vacation slots
124 - 138 Operators -	9 vacation slots
139 - 153 Operators -	10 vacation slots
154 - 169 Operators -	11 vacation slots
170 - 184 Operators -	12 vacation slots
185 - 199 Operators -	13 vacation slots
200 - 215 Operators -	14 vacation slots

More than 215 Operators - 15 vacation slots plus one additional slot for every 15 additional drivers

SECTION 6 WORKING CONDITIONS

- A minimum of one third (1/3) of the vacation slots are guaranteed to be available on any given day
- E. After the regular bidding has been completed, additional requests may be submitted in writing on a first come, first served basis. If a vacation request is cancelled in writing no less than 72 hours prior to the beginning of the shift and the cancelling operator is available to work the employee's regularly scheduled shift, the vacated vacation slot will be filled from the next request on the existing vacation request list. Operators cancelling a vacation shift and later calling in sick for the same shift will be subject to the physician's note requirement in Article 5.02F, at GCTD's discretion.
- F. Approval notification on the additional vacation requests (requests received after semiannual bid) will be at a minimum the Friday before the week of the requested vacation. A vacation calendar will be posted in the drivers' room and will be updated weekly.
- G. If a bus operator does not have sufficient vacation accrual or comp time to cover the requested vacation at the time of the leave, the vacation request will be cancelled unless the bus operator has an approved leave without pay.
- H. Part-time bus operators shall be permitted to take such vacation as they have accrued, up to forty (40) hours of accrued vacation per week. If part-time bus operators want to be paid vacation accrual for more than their bid run (but no more than forty hours per week), it must be noted on the vacation request.
- I. Bus operators shall be required to provide at least seventy two (72) hours prior notice to GCTD in the event he/she cancels approved vacation leave. An employee who fails to provide said notice may be denied work on the day if he/she returns early.

Article 6.01 SENIORITY

Seniority shall be the determining factor in all work schedules, vacations, appointments, transfer and layoffs, within GCTD. Seniority is defined as the last date of hire with GCTD.

All employees hired after February 2, 1994 shall have seniority based on last date of hire for a specific job classification.

Any employee who has served as a supervisor and passed probation, and subsequently is permitted by management to return or demote to a represented position, for seniority purposes shall start from the bottom of the seniority list.

Article 6.02 PHYSICAL EXAMINATIONS

GCTD will provide physical examinations for each employee by a GCTD selected physician once every two (2) years, or more often as required to maintain a commercial driving license.

Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT

Common Article

Article 6.04 UNIFORM ALLOWANCE

A. Should any part of the uniform be damaged in performance of the bus operator's duties without negligence by the employee, GCTD will replace it. At all times while on duty, bus operators will wear uniforms as specified by GCTD that are presentable, clean and in good repair.

B. GCTD will provide either three (3) trousers or two (2) cargo pants (if available), and five (5) shirts (short sleeve, long sleeve or polo) to all regular bus operators. Polo shirts can only be worn on approved days (Currently Friday, Saturday, Sunday and any holiday that the administrative office is

closed) Additionally, every other year GCTD shall provide a sweater or jacket to each eligible bus operator. Since the ordering of uniforms occurs once a year (on July 1), a new bus operator who is hired after that time will be eligible for two trousers and three shirts, to be ordered within one week of the end of a new bus operator's training period.

- C. Additional uniforms may be ordered at any time. Uniforms ordered outside of the annual order are at the employees cost. Once authorized by the employee the cost of such orders will be directly deducted from the employees paycheck.

Article 6.05 ACCIDENT REVIEW BOARD
Common Article

Article 6.06 TRAINING

- A. New Hire Training - Training of newly hired Bus Operators shall be done on days and hours deemed appropriate by the Director of Transit Operations to fulfill GCTD's mission to complete operator training in the most efficient manner possible. Changes to this training program can be made without notice as required by changes in training staff, techniques or regulations.
- B. VTT Training/Safety Meetings - All Active GCTD Operators are required to receive eight (8) hours of classroom training per year in order to maintain their California Verification of Transit Training (VTT) certification. GCTD will hold monthly safety meetings to accomplish this task. The meetings will generally be held in the last week of the month. Non-service holidays that fall within the last week of the month will require the safety meetings to be rescheduled for another week.

Operators normally will attend these meetings on their own time. GCTD will provide approximately 10% of the total drivers an opportunity to attend a safety meeting while on duty. In certain instances no coverage will be available due to manpower restrictions. Meetings

will be one hour in length, and operators attending meetings outside their normal shift will be paid for their attendance as time worked.

Operators must attend a minimum of eight meetings each year to obtain necessary VTT hours for maintaining their drivers' licenses. Operators would receive discipline for miss-outs for any meeting missed in excess of four in one calendar year. Operators failing to make at least eight meetings during the year may find themselves on unpaid administrative leave until a class can be scheduled to provide the required training hours. GCTD will provide operators with their current total training hours at the end of each quarter (March 31, June 30, September 30 and December 31)

- C. Remedial Training - Remedial training is given to all operators who have been determined to have had a preventable accident. GCTD may also, at its discretion, assign remedial training to operators it feels would benefit from the training based on a review of the operator's performance. The provision of remedial training to an operator on a voluntary basis will not be used as the basis for progressive discipline.
- D. Other training - Other training may be required for special events, route changes, introduction of new equipment or other unplanned events. This training may be held either on normal working days or on an employee's usual time off, based on the operators choice. Any training provided an employee's usual time off will be paid based on the actual time worked.
- E. New Operator Trainers - Experienced Bus Operators who serve as new operator trainers in revenue service will be compensated with a \$1.50 premium for each hour worked in revenue training. Bus Operators who wish to be considered for eligibility to serve as a new operator trainer may apply during an annual application period designated by Management. Factors that will be

considered in evaluating applicants are bus operating skills and work record, customer service skills and work record, attendance and punctuality, work habits, disciplinary record and employee performance reviews. GCTD management reserves the right to select and assign revenue trainers

Article 6.07 AUTOMOBILE USE

- A. Any bus operator who is required to travel approximately one-half mile or more from the Yard to the bus operator's relief point will be furnished a GCTD vehicle for the purpose of relief. Relief points designated by GCTD shall be located at points where operators have access to reasonably adequate public facilities.
- A. The furnishing of GCTD vehicles hereunder shall not apply to work breaks of one (1) hour or less.
- B. Bus operator use of GCTD vehicles is for business use only. GCTD allows incidental use along the designated route from relief point to the yard only. No incidental use is allowed when going out to relieve other operators, only when returning to the GCTD yard. Refer to the bus operator policy summary book for definition. Bus operators may not take GCTD vehicles home.

Article 6.08 ROUTE BIDDING

- A. Definitions:
Open Bid: All eligible bus operators will participate, in seniority order, in an open bid (a) at the semiannual bid times (), (b) when new or eliminated routes are instituted, or (c) in a layoff situation.

Bid-or-Pass Bid: All eligible bus operators will participate, in seniority order, in a bid-or-pass bid if a run is made available for the remainder of the semiannual bid period (such as an operator resigns, which creates an open run). Bus operators can elect to bid for the open run or pass bidding. Limitations: Bid-or-Pass Bids will not be conducted if

less than two months remain on the open bid in effect.

Bump Bid: A bump bid can be requested by a bus operator when (1) his/her full-time run is changed and the change affects the day off, the sign-on time or the pay time daily by thirty (30) minutes or more or (2) he/she does not have an assigned run and is returning from military active duty or an approved medical leave. The affected bus operator is eligible to call for a bump bid from his/her place on the seniority list.

Bump Bids will be conducted in the following manner:

1. The operator calling for the bump bid may choose from any work run held by an operator with less seniority than the operator calling for the bump bid.
2. Once the operator calling for a bump bid has made his/her choice the next bid will be made by the operator displaced by the first bump. This process repeats until either all operators impacted have bid new runs or there are no runs left and the remaining operators are assigned to extra board slots.
3. Limitations: Bump Bids will not be conducted if less than two months remain on the open bid in effect. Bump Bids will be at least two weeks apart.
4. Operators who have been bumped and had previously bid, and had approved, vacation will be accommodated for their vacation bid as long as they meet normal criteria such as enough hours in their bank.

- B. Process:

1. Bidding will be done in groups. Each group will encompass 1/8th of the operator seniority list
2. Copies of the Summary Sheets and master Bid Sheet shall be posted at least seven (7) calendar days prior to the time of bidding in an accessible location in the Drivers Lounge. Any

employee on leave may request to receive notice by email; otherwise the employee shall receive notice by certified mail at the last known address. The bus operator may review the copies prior to bidding. The copies shall be updated after each group has bid. .

3. Operators shall list choices on the approved form equivalent to their position on the bid list for that day (i.e. an operator at seniority position 15 shall submit 15 choices) in preference order.
4. All bids are due to dispatch no later than 12:00 pm (noon) of the operators assigned bid date. By 2:00 pm of the same day all bid results will be posted to allow the next group time to study the available work. Forms received after 12:00 pm (noon) but before 2:00 pm will be processed on the same day, however operators submitting late forms will need to provide sufficient choices to cover the total number of bid spaces for that day. Forms received after 2:00 pm will be processed at the end of the bid after all operators have bid.
5. Beginning at 12:10 pm staff will take all bids received by 12:00 pm and process them in seniority order. If the operator's first choice is available they will be given that choice. If the first choice is not available, the operator will be given the operator's highest choice that is available. Late bid forms from the same day will be processed last. A final list of the each day's selected runs will be posted at 2:00 pm
6. Bus operators on extended leave shall not be permitted to bid a route until the next regular bid. Extended leave is defined as a return to work date that is beyond the bid start date. Bus operators who are eligible to bid but out of the area and unavailable to bid in person may arrange in advance with the Operations Department to receive bid availability

information and submit a bid by a prearranged and prescheduled phone call or by e-mail.

Article 6.09 LATE REPORT RULE

- A. An operator must report for assignment no later than one-hundred and twenty (120) seconds after the scheduled report time or the operator will be charged with a late report. An operator calling in sick must telephone a GCTD supervisor/manager or dispatch at least one (1) hour prior to scheduled report time or the operator will be charged with a late report. Employees receiving a late report are considered not to have worked their full, scheduled shift in accordance with Article 5.01 B of this MOU.
- B. Disciplinary action for late reports shall be based on the following schedule for a rolling six (6) month period.

One (1) late report	Verbal Warning of Rule Violation (written form verifying warning inserted in personnel file)
Two (2) late reports	Written Warning of Rule Violation
Three (3) late reports	Counseling and Director's Warning Letter
Four (4) late reports	One day suspension
Five (5) late reports	Three day suspension
Six (6) late reports	Five day suspension
Seven (7) late reports	Subject to termination

- C Late Reports may be waived if an operator provides proof that he/she could not report on time due to one of the following:
 - Inability to report due to hospitalization of employee or immediate family member (as defined under sick leave policy)
 - Involvement in automobile accident
 - Natural disaster (excluding power failures)
 - Or other emergency situation if approved by Director of Transit Operations

Article 6.10 FAILURE TO REPORT

- A. Failure to Report: An operator who fails to report to work within one hundred

twenty (120) minutes of scheduled report time shall be charged with a failure to report.

- B. If an employee fails to report for three consecutive scheduled workdays, it will be considered an abandonment of the job and the employee will be terminated.
- C. Disciplinary action for failure to report shall be based on the following schedule for a rolling one (1) year period.

One (1) failure to report	Director's Written Warning
Two (2) failure to report	Three day suspension
Three (3) failure to report	Ten day suspension
Four (4) failure to report	Subject to termination

An employee who fails to report as a result of GCTD scheduling errors shall not be charged with a failure to report.

Article 6.11 EXTRA BOARD

- A. When possible, extra board bus operators should receive consecutive days off.
- B. If full time runs are vacant for over two weeks, assignment for those runs will be made on a week-by-week basis by seniority of the *part time*/extra board bus operators. The bus operator who is assigned the full time run continues to have extra board responsibilities if the overtime list is exhausted.

Article 6.12 RADIO COMMUNICATION

All radio communications between dispatch and coaches shall be for business purposes only. Employees should use codes as provided by GCTD management. Neither dispatchers nor operators shall reveal telephone numbers, addresses or amounts of money over the radio.

Article 6.13 COMPLAINT PROCEDURE

All bus operators who receive a complaint against them shall be provided an opportunity to respond to the complaint in writing on a standard GCTD form. Such complaint shall be presented to the bus operator within ten (10) days of GCTD's receipt of the complaint. All such written responses shall be signed and dated by the bus operator. Prior to a complaint being filed in a personnel file, the supervisor's comments shall be shown to the bus operator, who shall be given the opportunity to respond in writing to the supervisor's comments on the standard form. No complaint over two years old shall be used in a disciplinary action against a bus operator. Anonymous complaints will not be considered by GCTD if no finding of wrongdoing occurred. GCTD bus operators may review their personnel file during the regular office hours of the GCTD business office provided such review is scheduled in advance with the director of administrative services. The supervisor shall attempt to present complaints at the end of the bus operator's shift whenever reasonably possible.

Article 6.14 OTHER OPERATOR DUTIES

Bus operators may be required to perform other duties such as passenger counts using counting mechanisms, transfer collections, stocking schedules in dispatch, stocking bus books on buses, transfer counts and on-off counts for specific stops. Bus operators may be required to perform other similar duties, as necessary. Bus operators will not be required to clean buses unless they volunteer for the assignment.

Bus operators performing standby duty may be assigned work at any time. They are required to be present and available to accept and perform assigned work at any time. Any exception must be specifically approved by the supervisor on duty. Scheduled time off will be considered when assigning work among standby operators, however, all standby assignments which require operating a bus, including but not limited to revenue service runs, bus trades or emergency bus bridge service, must be completed in their entirety regardless of scheduled time off.

SECTION 7 UNION RIGHTS

All Articles in Section 7 are Common Articles

Article 7.01 REASONABLE NOTICE
Common Article

Article 7.02 ACCESS TO PREMISES
Common Article

Article 7.03 STEWARD ADMINISTRATIVE LEAVE
Common Article

Article 7.04 ADVERSE ACTION, NOTICE AND PROCEDURES
Common Article

Article 7.05 SKELLY PROCEDURE
Common Article

Article 7.06 BULLETIN BOARD
Common Article

Article 7.07 FAIR SHARE/AGENCY SHOP
Common Article

Article 7.08 LAYOFFS
Common Article

Article 7.09 MONTHLY LABOR-MANAGEMENT MEETINGS
Common Article

Article 7.10 COMPLAINT FORM
Common Article

SECTION 8 CLOSING

All Articles in Section 8 are Common Articles

Article 8.01 TERM OF MEMORANDUM
Common Article

Article 8.02 PEACEFUL PERFORMANCE
Common Article

Article 8.03 SUCCESSORS AND ASSIGNEES
Common Article

Article 8.04 FULL UNDERSTANDING MODIFICATION AND WAIVER
Common Article

PART II - COMMON ARTICLE SECTION

Part II contains Articles that are common language to all GCTD-SEIU 721 MOUs.

SECTION 1 INTRODUCTION COMMON ARTICLES

Article 1.03 PARTIES' RIGHTS

A. GCTD Management's Rights

The parties hereto recognize that the rights reserved by GCTD include, but are not limited to, the exclusive right to determine the mission of its constituent departments; set standards of service; establish fare collection and sales procedures and methods; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of transit operations; determine the methods, means and personnel by which transit operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, except as amended by this agreement.

B. SEIU 721's Rights

The parties hereto recognize that SEIU 721 retains the right to 1) file grievances as to decisions that impact or effect wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity

provided by law or executive order, as set forth in Government Code section 3504, and 2) meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and have GCTD consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action as set forth in Government Code section 3505.

C. Release for Bargaining

During MOU negotiations, GCTD management will coordinate temporary work schedule or shift changes for employees on SEIU 721's bargaining team to facilitate negotiations. Such changes are subject to operational considerations, and will be limited to three (3) representatives from the Bus Operator's Unit, one (1) representative from the Mechanical Unit and one (1) representative from the Administrative Support Unit.

Article 1.04 SEVERABILITY

If any section, subsection, subdivision, sentence, clause or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

Article 1.05 PAYROLL DEDUCTIONS

It is mutually agreed that GCTD will, during the term of this Memorandum, deduct monies and remit to SEIU as authorized by Employee Payroll Deduction Authorization providing there are not more than five deductions per pay period. All requests for payroll deduction shall be submitted no less than seven (7) calendar days before payday. GCTD and SEIU mutually agree that both parties be saved, indemnified and held harmless from any liability due to errors and omissions arising out of the other party's use of the SEIU's sponsored deduction code.

Article 1.06 NONDISCRIMINATION POLICY

It is agreed that neither SEIU nor GCTD shall discriminate against any employee for any category protected by state or federal law, or because of union membership or lawful union activity.

SECTION 2 WAGES **COMMON ARTICLES**

Article 2.02 LONGEVITY PAY

To encourage stability of employment with GCTD, 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 GCTD 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.

Article 2.03 INCENTIVE FOR ATTENDANCE

If an employee has no unscheduled absences (sick leave, GCTD family leave as defined in Article 5.02E, suspensions or industrial leave) in a 6-month period (November 1-April 30; May 1-October 31), a bonus of \$150 for each qualifying 6-month period will be paid. If an employee has no unscheduled absences for the full contract year (November 1-October 31), an additional \$100 bonus will be paid, for a maximum of \$400 per contract year.

SECTION 3 HOURS **COMMON ARTICLES**

None

**SECTION 4 BENEFITS
COMMON ARTICLES**

**Article 4.01 MEDICAL, DENTAL, AND
VISION INSURANCE**

The total monthly GCTD insurance premium contribution for health, dental, and vision benefits for regular and probationary full-time and part-time bus operator employees is listed in Appendix "B".

- A. If GCTD's contribution to medical, dental, and/or vision insurance premium is in excess of the respective amounts for the employee, no excess monies shall be returned to the employee.
- B. If two GCTD employees are a legally married couple or registered domestic partners, GCTD will pay for their full premium of the HMO plans of health and dental insurance and vision insurance. The two GCTD employees must select joint insurance coverage under either "Employee+1" or "Employee + family."
- C. GCTD Management will review benefit and premium proposals and recommendations with the SEIU stewards or designated representatives by September 21st of each year. GCTD shall authorize paid time up to an aggregate total of four (4) hours per year for a maximum of three SEIU stewards or designated representatives participating in this review.
- D. During the term of the MOU, if health insurance premiums increase by an average of by more than twelve percent per year, there shall be a re-opener to discuss options of paying the increased premium cost.
- E. GCTD and SEIU agree to an Employee Assistance Program (EAP) for the employees.

Article 4.02 RETIREMENT

A. The retirement program for GCTD employees who are characterized as CLASSIC under the California Public

Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members and 1959 Survivor Benefit Level IV. The retirement program for GCTD employees who are characterized as PEPRA under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2% @ 62 Formula for Miscellaneous/Industrial Members PEPRA program and 1959 Survivor Benefit Level IV.

B. GCTD Classic employees shall each contribute 6% of the 8% PERS employee contribution, and GCTD shall contribute the remaining 2% share. GCTD PEPRA employees will contribute 100% of the employee share in accordance with the PEPRA statute.

Article 4.03 LIFE INSURANCE

GOLD COAST TRANSIT shall provide term life insurance benefits in the amount of \$100,000.

**Article 4.04 LONG-TERM DISABILITY
INSURANCE**

Effective January 1, 2006, GCTD shall provide 100% employer paid coverage of long-term disability insurance that will provide a minimum of sixty percent (60%) of earnings after six months of disability. Maximum monthly benefit shall not exceed \$3,000.

**SECTION 5 LEAVE TIME
COMMON ARTICLES**

Article 5.01 HOLIDAYS

A. All employees covered by this Memorandum shall be paid holiday pay as provided in this Article. If any employee is regularly scheduled for less than full time, they shall receive holiday pay on a pro rata basis. The paid holidays shall be:

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's 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 half work day immediately before Christmas Day
12. Christmas Day - December 25
13. New Year's Eve - The last half work day immediately before New Year's Day

Management will meet and confer with SEIU before proposing to provide scheduled service for any holiday on which GCTD currently is closed.

- B. Employees shall be paid two and one-half (2½) times their regular hourly rate for all time worked on holidays as listed above. Employees shall work the full shift of their last regularly scheduled day before the holiday, the full shift of their first regularly scheduled day after the holiday, and the full shift of their scheduled holiday shift to be eligible for holiday pay. For purposes of this article, a scheduled overtime shift is considered a regularly scheduled day.
- C. Employees shall receive straight time plus one-half (½) their regular hourly rate as vacation time for scheduled hours not worked on Thanksgiving Day, Christmas Day and New Year's Day.
- D. There shall be no pyramiding of hours. If a holiday falls on an employee's regularly scheduled time off, vacation time off shall be granted.

Article 5.02 SICK LEAVE

- A. All regular full-time employees hired prior to December 2, 1981 will accrue sick leave entitlement at the rate of 3.693 hours per biweekly pay period (equivalent of eight [8] hours per month).

- B. As of November 1, 2005, all employees hired after December 1, 1981 who become full-time employees will accrue sick leave at the rate of 2.769 hours per bi-weekly pay period (equivalent of six [6] hours per month).
- C. Effective January 1, 1985, all regular employees who have accrued sick leave for one full calendar year and uses 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.
- D. All employees accumulating 480 hours of sick leave may elect to convert sixteen (16) hours of such sick leave to vacation leave. This election shall be made one time each calendar year and shall be on a one for one basis.
- E. An employee may use up to one-half the annual accrual rate for the care of the employee's 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.
- F. A note from a medical physician confirming treatment is required if (1) an employee is on sick leave for three or more consecutive days or (2) for less than three consecutive days, at the discretion of the supervisor, based on the employee's attendance record and with prior notice. The General Manager, or designee, shall review each January and July the record of those employees who have mandatory requirements to provide a physician's note. The findings will be provided to SEIU.

In the biannual attendance record review each January and July:

- 1) Employees who have seven (7) sick days in the six-month review period will be placed on the mandatory physician's note list. Full or partial sick days each

count as an absence. Prescheduled sick-day absences will not count toward this total, sick days covered by approved FMLA leave will not count toward this total, and for employees with an extended illness or injury absence only the first three days of each extended absence will count toward this total;

2) Employees on the mandatory physician's note list must have four (4) or fewer sick day absences to be removed from the mandatory physician's note list. Employees with an extended absence during the six month review period will not be eligible to be removed from the mandatory physician's note list.

3) The General Manager reserves the discretionary right to excuse any employee from the mandatory physician's note list based on extenuating circumstances. Employees may elect to be placed on the list on a voluntary basis.

Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM

The purpose of this program is to allow regular employees to voluntarily donate a portion of their accumulated vacation or sick leave hours for use by another regular employee who has suffered a catastrophic illness or injury.

- A. A catastrophic illness or injury is a severe illness or injury constituting a momentous tragic event of extreme misfortune that is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave banks.
- B. The application of this program is on a case-by-case basis at the discretion of the SEIU steward team for represented employees. Each request will be reviewed for uniformity and consistency of application.
- C. Eligibility to participate in this program is limited to regular employees.

- D. Accumulated vacation or sick leave time may be donated. To be eligible to donate, an employee must retain a minimum of 60 hours in the accrual bank designated. If the adjusted accrual bank falls beneath this minimum, no donation can be made.
- E. During a twelve-month period, an employee may donate to a recipient a maximum of 40 hours and a minimum of 4 hours.
- F. The maximum donated hours an employee may receive is 480 hours in a twelve-month period.
- G. Donated leave hours will be credited to the recipient's sick leave bank on an hour-for-hour basis at the recipient's hourly rate of pay at the time the sick leave is used.
- H. All donated time will be designated as sick leave accrual for the recipient.
- I. If the employee is receiving state disability insurance or temporary disability indemnity benefits payments, the payment of the leave will be adjusted to the normal net take-home pay (as defined in the policy under Section 5.04 Industrial Leave).
- J. Donated vacation hours, up to a maximum of 40 vacation hours in a rolling 12-month period, shall be counted as "used hours" for the purposes of qualifying for the vacation redemption benefit referenced in Section 9F of the GCTD Personnel Rules.

Article 5.04 INDUSTRIAL LEAVE

Any employee incapacitated to work because of injury or disease arising out of and suffered in the course of GCTD employment, is entitled to industrial injury leave during the period of the employee's incapacity.

- 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

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 GCTD employee is disabled temporarily and is entitled to receive temporary disability indemnity benefits payments provided under the Worker's Compensation Insurance and Safety Act, the employee may fill out a form indicating the use of accumulated sick leave time and/or accumulated vacation time up to the amount of the employee's 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. The form must be submitted to the payroll office within three days from the start of the leave period and the decision is irrevocable. If a form is not submitted within the required time period, the automatic default will be the use of only the accumulated sick leave time up to the amount of the employee's 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" means an employee's regular, current biweekly rate of pay, less deductions for federal and state income tax and CalPERS retirement plan contributions: the term does not include overtime, standby or shift differential pay. GCTD shall continue to pay insurance premiums for the period of industrial injury for the employee, but not to exceed a period of twenty-six (26) weeks provided the carrier for each of these programs will accept the payment without additional premium cost to GCTD.

Article 5.05 BEREAVEMENT LEAVE

- A. When an employee is absent from duty because of the death of a member of the employee's immediate family, such employee shall be entitled to five (5)

working days leave of absence with pay. Immediate family shall be the father, mother, mother-in-law, father-in-law, spouse or registered domestic partner, children (biological, adopted or step), brother, sister, grandparent or grandchild of the employee.

- B. The first five (5) days of bereavement leave taken by an employee are not chargeable to accrued leave. Any authorized bereavement leave taken in excess of five (5) days is chargeable to either accrued sick or vacation leave, at the employee's discretion.
- C. A regular employee who has accrued sick leave may take an additional two days chargeable to accumulated sick leave if in the opinion of the General Manager excessive travel is required in connection with the death of a family member.
- D. Management will make every effort to grant requests for vacation or comp time for bereavement for relatives not listed in Section "A" above, when documentation of the death and funeral service is provided. In such circumstances, time off for the grieving employee may take priority over other employees' non-bid vacation requests which have not yet been approved.

Granting such bereavement requests will be at the discretion of management based on operating requirements.

Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE

GCTD may approve the use of paid vacation and/or compensatory time for emergency leave requests by an employee actively involved in a public agency sponsored community service program relating to emergency search and rescue programs, provided that the following requirements are met:

- A. The employee must provide evidence that they are an active volunteer for a Public Agency sponsored community service program relating to emergency search and rescue.

- B. The employee must receive written authorization from his/her immediate supervisor. The authorization shall not be orally and must be communicated in person between the employee and the immediate supervisor.
- C. Under no condition shall GCTD be obligated to pay premium time pay for the employee during the time of his/her participation in the community service program.
- D. Within one week (5 calendar days) upon return to work at GCTD, the employee shall provide written verification on the letterhead of the public agency sponsoring the emergency search and rescue program, and signed by a supervisor of that agency, stating that the employee was performing a specific emergency search and rescue function.
- E. The public agency sponsoring the emergency search and rescue program shall certify in writing that GCTD be held harmless in the event that the participating GCTD employee is injured, becomes ill or otherwise is incapacitated as a result of performing any and all of the public agency safety service activities.
- F. The employee must have sufficient vacation time and/or compensatory time accrued for this leave to be granted.

Article 5.07 FMLA/CFRA

Employees on FMLA/CFRA leave may utilize paid leaves. The twelve (12) month period used for determining eligibility shall be based on a twelve (12) month rolling period. GCTD agrees to pay medical premiums while on approved leave.

Article 5.08 VACATION

- C. VACATION ACCRUAL: Employees having an appointment to a regular position are eligible for their first vacation accrual when they have completed two weeks of continuous service. All employees who have appointments to regular positions earn vacation accrual

for each biweekly pay period, or major fraction thereof of service, from the date of their original appointment in accordance with the following table:

VACATION CREDIT FOR FULL-TIME SERVICE

<u>YEARS OF SERVICE</u>	<u>HOURS PER MO.</u>	<u>HOURS BIWEEKLY</u>
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 but less than 15	13-1/3	6.154
15 or more	14	6.462

- B. VACATION SEVERANCE PAY: Any employee who leaves the service of GCTD shall be paid for accrued vacation at the rate currently authorized for the position-classification salary range and step level.
- C. VACATION CARRIED FORWARD: Vacations shall be taken as 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 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 1st and prior to March 31st, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All vacations must be scheduled in accordance with the rules and processes defined in section 5.09 of the MOU. All assigned vacation must be completed prior to April 1st.
 2. Prior to April 1st, request vacation redemption, in accordance with Section

9F of the Personnel Rules, to bring the accrued vacation time amount below the maximum by April 1st, or

3. On or after March 1st and prior to April 1st, 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 1st, 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 program of GCTD. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTD's functions will not be greatly interrupted.

E. ADDITIONAL VACATION IN LIEU OF SICK LEAVE: When an employee's accumulated sick leave credit as of the First of January of each year exceeds the maximum allowable, the employee shall receive an additional vacation leave entitlement of 25% of such excess sick leave.

Article 5.10 – TIME OFF FOR MILITARY SERVICE - UNITED STATES ARMED FORCES RESERVE TRAINING

A) An employee subject to the terms of this MOU, who is called into or enlists in the Armed Forces of the United States, shall be given leaves of absence in accordance with applicable state and federal laws affecting military leave.

B) An employee subject to the terms of this

MOU shall be granted necessary time off for military training as provided for under Section 395 of the California Military and Veterans Code.

C) An employee subject to the terms of this MOU will be compensated with pay for time off for a maximum of 30 calendar days for time involved in active duty training in accordance with Sections 395.01, 395.02, and 395.05 of the Military and Veterans Code as may be applicable.

D) An employee subject to the terms of this MOU will be compensated for the shortfall between military pay and pay for the employee's regularly scheduled GCTD shift or shifts, if any, for days spent in inactive duty training time or drills, not to exceed 24 days in any calendar year. GCTD shall also allow paid time off for one-half day on the day immediately preceding an inactive duty training assignment if that preceding day is a scheduled work day.

SECTION 6 WORKING CONDITIONS
COMMON ARTICLES

Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT

GCTD shall provide reimbursement for the cost of textbooks, tuition, registration and laboratory fees for school courses, workshops, and seminars completed on the employee's own time. A maximum of eight hundred (\$800) dollars per fiscal year shall be covered for each employee that 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 GCTD prior to the first class session. An official record of grades and receipts must be

received by GCTD 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 GCTD.

Article 6.05 ACCIDENT REVIEW BOARD

- A. Accident Review - The Director of Transit Operations, or designee, shall conduct a review of all occurrence reports to determine if the occurrence was an "incident" or an "accident". On reports determined to be an "accident" the Director of Transit Operations, or designee, shall make a determination of "preventable" or "non-preventable". This determination is to be made in a timely manner. The employee involved in the occurrence will be notified of the classification of the incident and the determination on preventability. This designation will be made based on information contained in the accident report, interviews with the employee and any witnesses and review of video if available. The Director of Transit Operations, or designee, will utilize Transportation Safety Institute guidelines in determining preventability.
- B. Appeal Process - If the employee involved disagrees with the determination made by the Director of Transit Operations, or designee, the operator may appeal that decision to the Accident Review Board (ARB). The Board may uphold or overturn the previous decision based upon a full review of the facts and evidence, and such action is final.
- C. Action - It will be the responsibility of the Director of Transit Operations to inform the affected operators of the results and finding of the ARB.
- D. ARB Organization - The Accident Review Board (ARB) will be comprised of one (1) Operator Representative, one (1) Management Representative, and one (1) Maintenance Representative. All voting representatives except Management Representative shall possess a valid Class A or B license. All voting representatives shall be rotated at least every three years. Each ARB

member may have one alternate designated to serve in the member's absence. The designated alternate must have an appropriate background to be able to determine if an accident is preventable or non-preventable.

1. Operator Representative: To be eligible to serve on the ARB an Operator should be required to have to his/her credit at least one full year of no-accident driving with GCTD. This will help to avoid criticism of Board Members by adjudged Operators. This representative will be selected by the Operators.
 2. Management Representative: The Management Representative will display real interest in the safety programs and provide authority in the Board decisions. This representative will be selected by the Director of Transit Operations with the concurrence of the General Manager
 3. Maintenance Representative: The Maintenance Representative should have an all-around working knowledge of the maintenance of all vehicles should questions of mechanical failure come up in a meeting. This representative will be a Mechanic I, Mechanic II or Mechanic III, and will be selected by the Director of Fleet and Facilities with the concurrence of the General Manager.
 4. Ex-Officio Member: The Human Resources and Risk Manager shall serve as a nonvoting, ex-officio member of the ARB. The ex-officio member will be responsible for video review and will fully participate in deliberations, except that only voting members will be present during voting.
- E. Action: It will be the responsibility of Management to inform all Operators of the results and findings of the ARB.
- F. Method of Operation: The ARB shall review the accident reports and uphold or overturn the previous decision as to the preventability or non-preventability of the accident on the basis of those facts. The Board shall not assume the accident was preventable unless the driver refuses to cooperate with the investigation or fails to

completely fill out an accident report as required by GCTD. The ARB will meet monthly as needed to review the accidents that occurred in the previous month.

G. Definition of Preventability: A preventable accident is any occurrence involving a GCTD-owned or operated vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it happened, in which the Operator in question failed to do everything he/she reasonably could have done to prevent the occurrence.

H. Guide to Determine Accident Preventability: This Safety Program is designed to recognize expert, safe driving performance, not just average performance. It is based on the concept of defensive driving - the ability to avoid accidents in spite of the wrong actions of the other drivers and in spite of adverse driving conditions.

I. Determination by the Accident Review Board: Once a determination is made by the Board, the Operator may appeal that determination at the next ARB meeting. The Board may uphold or overturn its previous decision based upon additional facts, and such action is final. The determination for disciplinary action based upon the results of the ARB is solely the prerogative of GCTD management. The ARB shall not make personnel decisions nor be responsible for adverse actions against GCTD employees.

SECTION 7 UNION RIGHTS COMMON ARTICLES (ALL)

Article 7.01 REASONABLE NOTICE

Except in cases of emergency, GCTD shall provide advance notice to SEIU of any intended significant change to any rule, procedure or practice which falls within the scope of bargaining.

Reasonable written notice (normally not less than fifteen [15] calendar days) shall be given to SEIU of any proposed rule, resolution or regulation directly relating to matters within the scope of representation, as defined in California Government Code Section 3505, prior to the time it is presented to the Board of Directors for consideration, or, if not a matter of Board policy, prior to implementation. If SEIU, within seven calendar days of receiving such written notice, requests to meet and confer on the proposal, such a meeting will be held within fourteen calendar days of the request unless time is extended by mutual agreement. The meeting will be held prior to implementation or presentation to the Board.

In cases of emergency (defined as an unforeseen combination of circumstances that calls for immediate action and which does not occur with a degree of regularity) when the Board of Directors determines that a rule, resolution or regulation must be adopted immediately without prior notice or meeting with SEIU, GCTD shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such a rule, resolution or regulation for reconsideration of the matter.

Article 7.02 ACCESS TO PREMISES

GCTD agrees that SEIU's representatives and/or stewards shall have reasonable access to the work premises for the purpose of investigating, processing and/or resolving grievances, providing that SEIU's representatives and/or officers/stewards shall notify the supervisor in the area upon arriving on the premises. It is agreed by GCTD and SEIU that grievances may be processed during working hours subject to the provisions that the mission and operation of GCTD are not unreasonably interrupted or interfered with, nor unsafe conditions are created by such activity. It is agreed that officers/stewards shall be permitted to conduct a reasonable amount of SEIU business regarding grievances during working hours without loss of pay; and that the union may appoint one [1] officer/steward per every thirty [30] unit employees. In addition, one steward-at-large may be appointed for the three represented units (Administrative Support, Mechanical, and

Bus Operators). SEIU may use GCTD facilities to conduct meetings subject to and in accordance with presently existing applicable rules.

Article 7.03 STEWARD ADMINISTRATIVE LEAVE

GCTD shall authorize the use of vacation or compensatory time up to an aggregate total of thirty-two [32] hours per year for use by SEIU officer(s)/steward(s) to attend employer-employee relations seminars or other union conferences. Time off for this purpose may take priority over other employees' non-bid vacation requests which have not yet been approved. Granting such time off requests will be at the discretion of management based on operating requirements.

Article 7.04 ADVERSE ACTION, NOTICE AND PROCEDURES

A. An adverse action is defined as a violation of the expressed terms of this Memorandum of Understanding or the GCTD Personnel Rules, or other rules or practices in place at GCTD. Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for suspension 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.

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.

1. **Grievance Procedure:** Adverse actions consisting of suspensions without pay of two days or less, imposed upon employees where minor actions may not require pre-disciplinary Skelly Procedures, are adjudicated by a Grievance Procedure. GCTD will apply pre-disciplinary procedural rights on suspensions without pay of 2 days or less for any regular employee against whom an adverse action is initiated, in accordance with the grievance procedure described in Article 7.04B.

2. **Skelly Procedure:** Adverse actions consisting of suspensions without pay of more than two days, demotions or dismissals, are adjudicated by a Skelly Procedure. GCTD will apply pre-disciplinary procedural rights on behalf of any regular employee against whom an adverse action is initiated, in accordance with the process described in Article 7.05.

3. **Letters to the file:** Letters to the file by GCTD pertaining to employees which are not grievable may be rebutted, in writing, by the employee within five (5) working days after receipt of the letter. Letters to the file shall not be incorporated into the employee's personnel file if there are no similar occurrences within one year from the date of issuance of the correspondence. It shall be the employee's responsibility to request GCTD to remove the document(s) in accordance with this provision.

4. **Reprimands/Letters of Warning:** Reprimands or letters of warning shall be grievable and shall be appealable under the grievance procedure described in Article 7.04B.

Written reprimands or letters of warning which are more than two years old will not be referenced for disciplinary purposes; this does not apply to discipline for occurrences which took place prior to the date this contract was signed.

B. **Grievance Procedure:** A "grievance" shall be defined as a controversy between GCTD and SEIU or an employee or employees. Such controversy must pertain to a dispute regarding the interpretation, application or enforcement of the terms of this Memorandum, or the Resolutions or Rules of GCTD that fall within the scope of representation and excluding the practical consequences or impact on employment terms or conditions of decisions made by GCTD under Article 1.03 "GCTD Management Rights Reserved." There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. **STEP ONE -RESPONSE TO NOTICE - WRITTEN GRIEVANCE:**

a. An employee's grievance must be submitted, verbally or on the grievance form, to the employee's supervisor within fifteen (15) calendar days after initial notice is served. The Supervisor will give a written response to the employee by the end of the seventh (7th) calendar day following the presentation of the grievance.

b. If the employee disputes the supervisor's response to the grievance, the grievance must be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum, Resolution or Rule alleged to have been violated, the specific remedy or remedies sought, signed and dated by the employee and presented to the General Manager, or designee, within seven (7) calendar days after termination of Step One.

2. **STEP TWO - PRE-DISCIPLINARY MEETING AND NOTICE OF ACTION:**

A meeting with the employee, Steward and/or Union Business Representative and General Manager or designee will be arranged at a mutually agreeable

location and time to review and discuss the grievance. The meeting will take place within fourteen (14) calendar days from the date the grievance is received by the General Manager or designee. The General Manager or designee may invite other members or representatives of management to be present at such meeting. After reviewing the information presented by the employee and all other documentation, the general manager, or designee, will issue the notice of action in a written reply by the end of the tenth (10th) calendar day following the date of the meeting. The employee must be provided at least five (5) days notice before the effective date of the action.

Time limits as set forth in Step One and Step Two may be extended by mutual agreement between the parties.

3. **STEP THREE - MEDIATION -**

Grievances which are not settled and which either party desires to contest further shall be submitted to MEDIATION. The process is as follows: Either party may request the grievance be submitted to mediation within five (5) calendar days of receipt of the written reply from Step Three. The State Mediation and Conciliation Service (SMCS), a service provided by the Stated Department of Industrial Relations, shall be requested to provide a mediator to meet with the parties in an attempt to resolve the grievance. In the event the attempt to mediate the grievance is not successful, any offers of compromise, or statements of the mediator or the parties made during the mediation phase are confidential and may not be disclosed in any manner whatsoever or offered as evidence or as an admission against interest in any other administrative proceeding, arbitration or judicial proceeding.

The parties agree to bear their own costs, if any, of mediation including attorney's fees.

The parties may agree by advance mutual written consent, that any mediation hearing be considered final and the decision therein be considered binding on both parties. In a binding mediation, the ground rules set forth for Section 7.04(B)(5) "Arbitration," items b through f, shall apply to the mediation. If the parties agree by advance to binding mediation, this shall be the final step and Section 7.04(B)(5) "Arbitration" will not apply. The parties agree to bear their own counsel fees, if any, for binding mediation.

4. STEP FOUR - ARBITRATION:

Grievances which are not settled and which either party desires to contest further, shall be submitted to arbitration as provided in Step Four within fifteen (15) calendar days from completion of step three, mediation. The process is as follows:

- a. As soon as possible, and in any event not later than fifteen (15) calendar days after either party received written notice from the other of the desire to arbitrate, an arbitrator shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The parties shall select by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- b. Either GCTD or SEIU may call any employee as a witness, and GCTD agrees to release said witness from work if the employee is on duty. If an employee is called by GCTD, GCTD will reimburse the employee for lost time.
- c. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of

the Memorandum or GCTD Resolutions or Rules. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

- d. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- e. The mutual decision of the parties and/or arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another authority, board, commission and/or agency.
- f. The arbitrator may hear and determine only one grievance at a time without the express agreement of GCTD and SEIU, unless two or more grievances raise the same issues and it is agreed upon by both GCTD and SEIU to join the grievances.
- g. The parties shall share equally the expense of the cost, if any, of arbitration with the exception of attorney's fees or court reporters, without approval of the parties.

Article 7.05 SKELLY PROCEDURE

- A. Notice of Intent: Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for suspension without pay exceeding two (2) days, 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.

1. If the employee chooses to respond in writing to the notice of intent, the written response must be submitted within 5 working days of receipt of the notice.
 2. 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 GCTD management that the employee 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 GCTD 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 five (5) working days after receipt of the notice of action to the Labor/Management Committee.
- D. Labor/Management Committee: A Labor/Management Committee will be formed by one member from management, who is appointed by the general manager, and one member from the union, who is appointed by the union. The committee will meet within five (5) working days after receipt of an appeal of a proposed disciplinary action. The committee can invite the appealing employee to attend the meeting. The committee will review the proposed action and supporting documentation. The committee will make every effort to agree upon the appropriate action for the

employee. If an agreement is reached on the appropriate action, notice will be provided to the employee within ten (10) working days.

- E. Final Appeal: If the Labor/Management Committee cannot reach an agreement to resolve the matter, the represented employee may appeal the proposed disciplinary action to an Appeal Review Board or to an Arbitrator selected from a State Mediation and Conciliation Service (SMCS) list. The final appeal must be made to the general manager within five (5) working days after the decision has been issued from the committee. The decision reached in this step shall be final and binding on all parties.

1. Appeal Review Board: A three-member board of review is formed by the general manager appointing two members from among public agency officials whose responsibilities encompass personnel matters and SEIU appointing a member representative. The board of review shall determine from among the members its own chairperson, who has authority to conduct the hearing. The general manager, or designee, 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, GCTD policies, procedures and rules, and the evidence and arguments presented by the parties.

2. Arbitration: As soon as possible, and in any event not later than fifteen (15) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. The State Mediation and Conciliation Service (SMCS) shall provide a list of qualified arbitrators and SEIU and GCTD will select the arbitrator by alternating the striking of submitted names until one arbitrator remains. Either GCTD or SEIU may call any employee as a witness and GCTD agrees to provide leave for said witness from work if the witness is on duty. The

decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The losing party in the arbitration shall be responsible for the cost of arbitration and court reporters, with the exception that each party shall be responsible for its own counsel's fees.

Article 7.06 BULLETIN BOARD

One bulletin board will be provided in the bus operators break room upon which SEIU may only post notices of community involvement; recreational and social affairs; voter registration information; union member benefits; newsletters; union rights notices; and letters from the union to the membership. Also, notices of meetings or elections and appointments and results of elections. The posting of any other classes of notices or the distribution of any written or printed notices, cards, pamphlets or literature of any kind at GCTD work stations or premises is prohibited without prior permission of GCTD's General Manager or designee.

Article 7.07 FAIR SHARE/AGENCY SHOP

- A. Unit employees, who choose not to become members of SEIU shall be required to pay to SEIU a representation service fee that represent such employee's proportionate share of SEIU's costs of legally authorized representational services on behalf of unit employees in their relations with GCTD. Such representation service fee shall in no event exceed the regular periodic membership dues paid by unit employees who are members of SEIU. Employees shall be subject to its terms thirty (30) days after becoming an employee of GCTD.
- B. SEIU shall make available to unit employees required to pay a representation service fee under this Section, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of applicable law.

- C. SEIU agrees to fully indemnify GCTD and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of GCTD under this Section, and to reimburse GCTD for its costs is defending against any such claims, proceedings or liability.

- D. Any employee in this unit(s) who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the GCTD during the term of this agreement; provided however that any employee in the unit(s) may terminate such Union dues during the period not less than thirty (30) days and not more than forty-five (45) days before the expiration of this Memorandum of Understanding, by notifying the Union of their termination of dues in writing. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Union will provide GCTD's Human Resources with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Article 7.08 LAYOFFS

It is agreed that during the term of this agreement if layoffs occur SEIU and GCTD will meet and discuss the impacts of the actions. Seniority, as defined in Article 6.01, will govern the order of layoffs within any position. Any employee scheduled for layoff in the employee's current position that has held another position in any GCTD Unit within the past two years may bump back into their most recently held position and reacquire seniority in that position based on their hire date into that position.

Employees in this unit experiencing a layoff will be entitled to a continuation of health benefits beyond the normal cancellation of benefits by signing up for COBRA. For employees who choose to sign up for COBRA, GCTD agrees to pay, for the first month only, the difference between the employee's previous health care contribution and the cost of COBRA. (Example: If employee's monthly contribution to health benefits at time of layoff is \$200 and employee's first month COBRA benefit cost is \$800, GCTD will pay the difference of \$600)

Article 7.09 MONTHLY LABOR-MANAGEMENT MEETINGS

GCTD and SEIU agree to schedule and hold as practical a regular monthly labor-management meeting at a time and day mutually agreeable to both parties, to discuss current labor management issues. Both GCTD and SEIU agree to make a best effort to schedule and attend this meeting, but acknowledge that this may not always be possible.

The monthly labor-management meeting shall be comprised of no more than three (3) SEIU members and three (3) management representatives; additional participants may attend by mutual agreement. When a specific agenda item pertains to a specific unit or to all units, a member from each affected unit may attend. Up to three (3) SEIU members shall be granted paid release time if the meeting conflicts with their regularly scheduled shift, to a maximum of two (2) hours of paid release time per person per meeting. When all three bargaining units must be represented, a fourth SEIU member may be granted paid release time if the meeting conflicts with the member's regularly scheduled shift, to a maximum of two (2) hours of paid release time per meeting.

Article 7.10 COMPLAINT FORM

It is agreed that a complaint form will be available to employees in this unit to address employee complaints.

SECTION 8 CLOSING COMMON ARTICLES (ALL)

Article 8.01 TERM OF MEMORANDUM

The term of this Memorandum is January 3, 2018 through June 30, 2021. Either party may serve the other, in writing, at any point after February 28, 2021, with a request to open negotiations for a successor agreement.

Article 8.02 PEACEFUL PERFORMANCE

SEIU agrees that neither SEIU, its officers or agent, nor any of the employees covered by this MOU will cause, engage in, sanction, or support any strikes, work slow-downs, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, nor shall SEIU or any employee covered by this MOU honor any similar job action of any other employee or group of employees of GCTD or any union or association by withholding or refusing to perform services for GCTD. In the event an employee violates this provision, SEIU shall immediately notify any such employee in writing to cease and desist from any such action and shall instruct them to return to their duties. SEIU agrees that any or all employees who violate any of this provision may be disciplined up to and including discharge. GCTD agrees there shall be no lockouts made by GCTD.

Article 8.03 SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions contained in this Agreement shall be modified in any respect by either party.

Article 8.04 FULL UNDERSTANDING MODIFICATION AND WAIVER

The provisions of this Memorandum of Understanding, together with those wages, hours and working conditions within the scope of bargaining in existence prior to this MOU, which are not changed by this Memorandum, shall constitute the wages, hours and working conditions for the

employees during the term of the Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

The parties hereto have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall

arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this MOU.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Board of Directors.

The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

APPENDIX "A"

Bus Operator Wage Table, 2014-2017

Effective Date	Trainee Rate	STEPS								
		A	B	C	D	E	F	G	H	I
7/1/2018	\$13.06	\$18.77	\$19.73	\$20.65	\$21.58	\$22.54	\$23.50	\$24.43	\$25.40	\$26.37
6/30/2019	\$13.42	\$19.29	\$20.27	\$21.22	\$22.17	\$23.16	\$24.15	\$25.10	\$26.10	\$27.10
7/12/2020	\$13.82	\$19.87	\$20.88	\$21.86	\$22.84	\$23.85	\$24.87	\$25.85	\$26.88	\$27.91

APPENDIX "B"

Monthly GCTD Health Insurance Premium Contribution

Effective 1/3/2018	<u>Employee</u>	<u>Employee + One Dependent</u>	<u>Employee + Family</u>
	Full Time	\$558.54	\$1,001.52
Part Time	\$502.69	\$901.37	\$1,173.90

Effective 1/1/2019			
	Full Time	\$575.30	\$1,031.57
Part Time	\$517.77	\$928.41	\$1,209.11

Effective 1/1/2020			
	Full Time	\$592.56	\$1,062.52
Part Time	\$533.30	\$956.27	\$1,245.38

Effective 1/1/2021			
	Full Time	\$610.34	\$1,094.40
Part Time	\$549.31	\$984.96	\$1,282.74

ON BEHALF OF SEIU 721:

Aram Agdaian
SEIU 721

Larry Allen
Bus Operator Unit

Fernando Ortiz
Bus Operator Unit

Jose Murillo
Mechanical Unit

Geraldine Navarrete
Administrative Unit

Date

ON BEHALF OF GCTD:

Steven P. Brown
General Manager

Steve L. Rosenberg
Director of Finance & Administration

Andrew Mikkelson
Director of Transit Operations

Reed Caldwell
Director of Fleet and Facilities

Debbie Williams
Director of Human Resources

Vanessa Rauschenberger
Director of Planning & Marketing

Alex Zaretsky
Human Resources and Risk Manager

Date