



Item #8

October 1, 2014

TO: Gold Coast Transit District Board of Directors

FROM: Steve L. Rosenberg   
Director of Finance and Administration

RE: **Consider Adoption of Resolution Number 2014-110 to Implement Revisions to the Gold Coast Transit Personnel Rules effective October 1, 2014**

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### **I. Executive Summary**

The GCT personnel rules are subject to periodic update. They were last revised in May 2014, and were adopted by the GCTD Board of Directors on July 2, 2014.

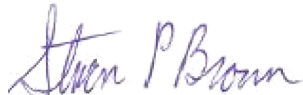
GCTD Management is preparing to implement an Alternate Work Schedule (AWS) pilot program for certain non-represented employees. The Alternate Work Schedule program allows staff to work longer days and add “flex” days off; the most common example is the 9/80 schedule that is very common among public entities in Ventura County. The most substantive change to the Personnel Rules permits implementation of the AWS at Management’s discretion, with Management being required to publish a more detailed policy.

Other changes include adding updating new positions and position title changes previously approved by the Board of Directors, and an update to Section 7, Insurance, for 2015;

### **II. Summary and Recommendations**

**It is recommended that the Board adopt Resolution 2014-110 to implement the revised Gold Coast Transit Personnel Rules, effective October 1, 2014.**

Concurrence:



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Steven P. Brown  
General Manager

Attachments

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**A Joint Powers Agency of:**

[City of Ojai](#) • [City of Oxnard](#) • [City of Port Hueneme](#) • [City of Ventura](#) • [County of Ventura](#)

**DRAFT**  
**RESOLUTION NO. 2014-110**

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

WHEREAS, Gold Coast Transit had in effect a Resolution providing for employment terms and conditions, most recently amended by Resolution 2014-03 adopted May 7, 2014; and

WHEREAS, Gold Coast Transit District adopted said employment terms and conditions by Resolution 2014-102 on July 2, 2014; and

WHEREAS, it has been determined that some of the Personnel Rules required modification to include the addition of a Standard Workweek / Alternate Work Schedule subsection in Section 25 as well as modification of various sections to incorporate new positions and position title changes previously approved by the Board of Directors, and an update to Section 7, Insurance, for 2015;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Gold Coast Transit District that the attached revised Personnel Rules replace and supersede the rules as adopted by Resolution 2014-102 on July 2, 2014;

PASSED AND ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER, 2014

\_\_\_\_\_  
Carl Morehouse  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2014-110 was duly adopted by the Board of Directors of Gold Coast Transit at a regular meeting thereof held on the 1<sup>st</sup> day of October, 2014.

\_\_\_\_\_  
Steven P. Brown  
Secretary of the Board

# I. COMPENSATION

## SECTION 1: SALARY RATES

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

Bus Operator

Mechanic I, II and III

[Electronic Mechanic I, II and III](#)

Service Worker I and II

Facility and Equipment Mechanic I and II

Building Maintenance Worker

Maintenance Material Specialist

Customer Services Assistant

Marketing Coordinator

B. Non-Represented Positions: The Board of Directors adopts a separate resolution to set the salary ranges for non-represented positions.

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

## SECTION 2: SALARY ADMINISTRATION (Non-Represented Personnel)

A. Original Appointment: The beginning rate of compensation for the initial appointment to a position shall normally be at the minimum salary level. However, the beginning rate of compensation may be fixed by the General Manager at a level above the minimum if the appointee's experience and ability justify such placement.

B. Advancement in Rate of Compensation: The compensation system for non-represented personnel is performance based. Performance at a competent level for years in a position is the criteria for movement through a salary range. The

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

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

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

A. Overtime Work - Defined: If a non-exempt, non-represented employee works more than forty (40) hours in any work week, the excess time will be considered overtime. Overtime shall not be pyramided or compounded.

B. Overtime Exclusions: The overtime provisions of this section shall not apply to those officers or employees occupying exempt positions. With the approval of the General Manager, persons occupying exempt positions may be given time off with pay when they have worked inordinately long hours. However, as a general policy the regular specified salary is intended to compensate exempt personnel for the performance of their assigned responsibilities. These positions include, but are not limited to, the following:

General Manager

Director of ~~Administrative Services~~ [Finance and Administration](#)

[Director of Human Resources](#)

Director of Fleet and Facilities

Director of Planning and Marketing

Director of Transit Operations

[Facility Project Manager](#)

Human Resources and Risk Manager

Paratransit and Special Projects Manager

Purchasing Manager /DBE Officer

Communications and Marketing Manager

Transit Supervisor

Operations Training & Safety Officer

Maintenance Supervisor

[Planning Manager](#)

[Transit Planner I](#)

[Transit Planner II](#)

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| Accounting Manager  
| Finance Analyst  
| Assistant Buyer  
| Office Manager

**SECTION 4: LONGEVITY PAY**

(Non-represented personnel)

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

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

**SECTION 5: BILINGUAL PAY**

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

**SECTION 6: UNIFORMS**

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

**SECTION 7: INSURANCE**

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

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

|      | Employee     | Employee + 1                     |
|------|--------------|----------------------------------|
|      | Employee + 2 |                                  |
| 2014 | All          | \$908.00 \$1,114.00              |
| 2015 | All          | <del>\$908.00</del> \$935.00     |
|      |              | <del>\$1,114.00</del> \$1,147.00 |

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

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

**SECTION 8: RETIREMENT**

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

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

1. Effective November 2, 2011 ("conversion date"), employees whose current employment with GCT began on or after the conversion date will be considered "recent employees" for purposes of this section. Employees whose current employment with GCT began before the conversion date will be considered "prior employees" for purposes of this section.

For "prior employees," GCT shall contribute to the California Public Employees' Retirement System (CalPERS) the employee contribution

ATTACHMENT "A" – PAGE MARKUPS

3. Removal of Names From Lists: The name of any person appearing on an eligibility or promotional list may be removed by the General Manager, or designee, if the eligible person requests in writing for removal from the list; if the person fails to respond to a notice of certification mailed to the last known address; if the person notifies GCT that he or she declines the employment offer or is no longer interested in the position, or if the person has been certified for appointment three times and has not been appointed. The name of a person on promotional employment lists, who resign from GCT, may automatically be removed from such lists.
4. Abolishment of Position Places Employee on Eligibility List: After abolishment of a position within a classification, the employee affected may request to be placed on an eligibility list for a period of one (1) year. In case the classification is abolished, the employee's name will not be placed on an eligibility list.
5. Procedural Errors: Procedural errors made in eligibility compilations may be corrected at any time by the General Manager, or designee, without invalidating any previous action that had been taken.

E. Appointments to Positions:

1. Regular Appointments: When a vacancy in a regular permanent position is to be filled, the General Manager, or designee, may interview a minimum of the top three candidates on the eligibility or promotion list, or if less than three, all applicants whose names appear on the eligibility list. In the absence of an eligibility list, the General Manager, or designee, may interview and assess all qualified applicants in the process of establishing an eligibility list. The General Manager, or designee, may select one of the eligible candidates and notify the selected person. If the candidate accepts the appointment and reports to duty at the designated time, the candidate may be considered a regularly appointed GCT employee; otherwise the candidate may be considered as declining the appointment.

2. Temporary Appointments: A temporary appointment may be made by the General Manager, or designee, of an applicant who meets the minimum training and experience qualifications for the position. Temporary appointments for represented employees cannot exceed five (5) months (if full-time) or 840 hours worked (if part-time), and for non-represented employees cannot exceed either twelve (12) months or one-thousand (1,000) hours in a calendar year.
3. Emergency Appointments: To meet the requirements of an immediate emergency condition, such as fire, flood, earthquake, civil unrest or terrorist attack, which threatens public life or property, the General Manager, or designee, may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance or policies affecting appointments.

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

Director of ~~Administrative Services~~[Finance and Administration](#), Director of Fleet and Facilities, Director of Planning and Marketing, Director of Transit Operations, ~~Director of Human Resources~~, [Facility Project Manager](#).

- F. Promotion: The General Manager or designee may designate a vacant position as either open to only current GCT employees (an internal recruitment) or open to all candidates (an open recruitment).
- G. Probationary Period: All original and promotional appointments to regular represented positions shall be tentative and subject to a probationary period of six (6) months, except that the period shall be twelve (12) months for all non-represented employees. The General Manager, or designee, may extend in writing and upon notice to the employee any employee's probationary period for an additional period of up to six months for a represented employee and up to twelve months for a

withheld by the Director of ~~Administrative Services~~Finance and Administration and paid over to such officer.

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

G. Standard Work Week

GCT's standard payroll work schedule is Sunday through Saturday.

GCT may, at management's discretion, offer some employees the option of an Alternate Work Schedule (AWS). An AWS may be implemented by assigning exempt employees a schedule that includes eighty (80) hours every two-week pay period but varies from the five days per week, eight hours per day workweek. Examples include four (4) ten-hour days per week or a 9/80 schedule (eighty hours worked in nine days during each two-week pay period). Non-exempt employees may be assigned a 40-hour, seven-day payroll workweek that starts and ends at a day and time that is different than GCT's standard payroll work schedule. (Example for a 9/80 schedule: The employee works Monday-Thursday 8 am to 6 pm and every other Friday 8 am to 5 pm; the seven-day payroll work schedule runs from Friday at 12:01 pm to the next Friday at noon, therefore each week contains forty hours).

The General Manager or designee shall develop and maintain an AWS policy if the AWS option is in use. Employees assigned an AWS will receive and acknowledge written notification of the AWS workweek. Assignment to an AWS is a privilege, not a right. Employees assigned an AWS may request to be returned to the standard payroll work schedule. Management can reassign any employee to return to the standard payroll work schedule at any time.

**SECTION 25: CHANGES IN EMPLOYEE STATUS ALL EMPLOYEES**

A. Adverse Actions Notice and Procedure:

An adverse action is the disciplinary action that responds to a violation of the express terms provided in a Memorandum of Understanding, the GCT Personnel Rules, or other rules or practices in place at GCT. Any regular employee against whom an adverse action is initiated by GCT, dependent upon the seriousness of the violation, for reprimands, suspensions without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances,



## ATTACHMENT "A" – PAGE MARKUPS

employee's personnel file will note that the employee was "Released with Prejudice." All resignations must be filed by the department head on the Notice of Termination form and forwarded to the General Manager by way of the Director of ~~Administrative Services~~ Finance and Administration for verification of leave record.

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

### **SECTION 26: REEMPLOYMENT AND REINSTATEMENT**

- A. Reemployment: Any employee who has been laid off because of a reduction of personnel shall be eligible for re-employment for a period of twelve (12) months if a vacancy occurs for a position of the same classification. The laid-off employee will be placed on a special reemployment list for twelve (12) months. If reemployed, the laid-off employee shall have reinstated the employee's prior employment status, tenure rights and privileges.
- B. Reinstatement: Any employee who has left GCT employment because of resignation or dismissal can apply for reinstatement within one year by submitting a written request which contains (1) a complete statement of the reasons for leaving GCT employment, (2) work history since the GCT termination, including description of duties, amount of earnings, and (3) future plans if reinstated to GCT. If the General Manager approves the reinstatement, the applicant can be re-employed in the same job class as occupied prior to resignation. The reinstated employee will have no other rights, privileges or benefits accrued in the previous GCT employment. The policy will not apply to military reinstatement which is governed by separate rules. Other exceptions can be made only after approval by action of the Board of Directors upon the recommendation of the General Manager.

### **SECTION 27: PERSONNEL RECORDS**

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

### **SECTION 28: OFF-JOB ACTIVITES**

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





## **PERSONNEL RULES**

A consolidation of Board resolutions and minute orders.

Revised October 1, 2014

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- General Manager
- Director of Finance and Administration
- Director of Human Resources
- Director of Fleet and Facilities
- Director of Planning and Marketing
- Director of Transit Operations
- Facility Project Manager
- Human Resources and Risk Manager
- Paratransit and Special Projects Manager
- Purchasing Manager /DBE Officer
- Communications and Marketing Manager
- Transit Supervisor
- Operations Training & Safety Officer
- Maintenance Supervisor
- Planning Manager
- Transit Planner I
- Transit Planner II
- Accounting Manager

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Finance Analyst  
Assistant Buyer  
Office Manager

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**SECTION 4: LONGEVITY PAY**

(Non-represented personnel)

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**SECTION 7: INSURANCE**

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

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

|      | <u>Employee</u> | <u>Employee + 1</u> | <u>Employee + 2</u> |
|------|-----------------|---------------------|---------------------|
| 2014 | All             | \$908.00            | \$1,114.00          |
| 2015 | All             | \$935.00            | \$1,147.00          |

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

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

**SECTION 8: RETIREMENT**

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

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

1. Effective November 2, 2011 ("conversion date"), employees whose current employment with GCT began on or after the conversion date will be considered "recent employees" for purposes of this section. Employees whose current employment with GCT began before the conversion date will be considered "prior employees" for purposes of this section.

For "prior employees," GCT shall contribute to the California Public Employees' Retirement System (CalPERS) the employee contribution portion for the 2.7% @ 55 full and supplemental formula for local miscellaneous

ATTACHMENT "B"

members. Effective July 6, 2014, "prior employees" shall contribute toward the employee contribution portion 2% of covered wages and GCT will pay 6% of covered wages; Effective July 5, 2015, "prior employees" shall contribute toward the employee contribution portion 4% of covered wages and GCT will pay 4% of covered wages; Effective July 3, 2016, "prior employees" shall contribute toward the employee contribution portion 6% of covered wages and GCT will pay 2% of covered wages

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

2. For "recent employees" the employee shall contribute toward the employee contribution portion 4% of covered wages and GCT will pay 4% of covered wages; Effective July 3, 2016, "prior employees" shall contribute toward the employee contribution portion 6% of covered wages and GCT will pay 2% of covered wages

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

C. For employees hired on or after January 1, 2013 who do not qualify as "classic members" in accordance with CalPERS policies, the retirement program for GCT is the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members. The retirement program for GCT includes the 1959 Survivor Benefit Level IV, for which the employee is responsible for paying the premium. Employees in this plan are responsible for paying the full employee contribution portion for the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members.

GCT acknowledges that all GCT employees covered by this section are considered transit employees as defined in California Government Code section 7522.02, and GCT will abide by the provisions set forth in Government Code section 7522.02 pending resolution of the judicial actions contemplated in Government Code section 7522.02.

II. LEAVE TIME BENEFITS

SECTION 9: VACATION LEAVE

Unless otherwise indicated, the provisions contained in this section apply to non-represented personnel who are scheduled at a minimum to regularly work thirty-two (32) hours or more per week.

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

B. VACATION CREDITS FOR FULL-TIME SERVICE

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

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

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



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- B. Vacation Severance Pay: Any employee who leaves the service of GCT shall be paid for accrued vacation at the employee's current salary rate.
- C. Vacation Carried Forward: Vacation shall be taken at the time it is earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance may an employee carry forward total vacation accrual as of the first of April of any year greater than twice the number of days that the employee currently earns annually. Employees affected by this limit will be notified during January of each year that they either are already over the maximum, or could exceed the maximum on or before the first of April. The employee can then do any or all of the following:
1. After January 1<sup>st</sup> and prior to March 31<sup>st</sup>, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All assigned vacation must be completed prior to April 1<sup>st</sup>.
  2. Prior to April 1<sup>st</sup>, request vacation redemption, in accordance with Section 9F Vacation Redemption, to bring the accrued vacation time amount below the maximum by April 1<sup>st</sup>, or
  3. On or after March 1<sup>st</sup> and prior to April 1<sup>st</sup>, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.
  4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period beginning after April 1<sup>st</sup>, until enough vacation is taken that the accrued vacation time drops below the maximum.
- D. Vacation Scheduling: The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work needs of GCT. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCT's functions will not be negatively impacted.
- E. Additional Vacation in Lieu of Sick Leave: When an employee's accumulated sick leave credit as of January 1 of each year exceeds the maximum allowable amount of 1440 hours, the employee shall receive an additional vacation leave entitlement of twenty-five percent (25%) of such excess sick leave.
- F. Vacation Redemption: Upon using a minimum of eighty (80) hours of vacation, or forty (40) hours for part-time bus operators, during the past twelve months and with two years of service, an employee may receive pay in lieu of up to one hundred and fifty (150) hours of vacation at the employee's current hourly salary rate. Such employee must have a minimum of forty (40) hours accrued vacation leave after payment. The provisions of this sub-section apply to all employees, whether represented or non-represented.

### **SECTION 10: PAID SICK LEAVE:**

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

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

All employees hired after December 1, 1981,

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

- A. The maximum sick leave which may be accumulated by any employee is 1,440 hours as of January 1 of each year. If an employee of long tenure is absent from duty due to illness and has exhausted his/her accumulated sick leave, the employee may request that the General Manager, or designee, approve a special leave of absence with pay. Long tenure employee shall be defined as having ten (10) years of continuous service with Gold Coast Transit. The request will be considered based upon such factors as length and nature of illness, length of tenure, accrual balances at the onset of the illness, quality of performance, etc.
- B. An employee absent because of illness is required to notify the employee's immediate supervisor of the illness at least one hour before scheduled to work. The General Manager, or designee, may require verification in the form of a note from a medical physician confirming treatment. When absences are properly scheduled with the employee's supervisor, leaves of absence for dental, optical or other medical attention shall be defined as sick leave.
- C. An employee who is required to be absent for physical examination for possible induction into military service through draft may be allowed up to one day of paid leave.
- D. GCT will pay fifty percent (50%) of accumulated sick leave upon death, retirement or other voluntary employment separations as determined by GCT's General Manager or designee, to those employees with a minimum of ten (10) years of service.
- E. All regular employees who have accrued sick leave for one full calendar year and use sixteen (16) hours or less of accrued sick

leave in a calendar year may elect to convert eight (8) hours of accrued sick leave to eight (8) hours of vacation. Such election shall be made in January of the following calendar year.

- F. Sick leave is an employee's privilege and not an absolute right. Violations of overuse of sick leave privileges may result in disciplinary action and loss of pay.
- G. An employee may use up to one-half the annual accrual rate for the care of his or her child (biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis), parent (biological, foster, or adoptive parent, a stepparent, or a legal guardian), spouse, or registered domestic partner of the employee. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act regardless of whether the employee receives sick leave compensation during the leave (California Labor Code Sec. 233).

### **SECTION 11: PAID INDUSTRIAL INJURY LEAVE**

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

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

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

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

- B. Industrial Disability Compensation: Whenever any GCT employee is disabled

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

As used in this section, "net take home pay" means an employee's regular, current biweekly rate of pay, less deductions for federal and state income tax and PERS retirement plan contributions; and does not include overtime or shift differential pay.

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

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

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

- C. Procedure in Event of Injury: In the event of injury, a report must be made by the employee to the employee's immediate

supervisor without delay. The supervisor must complete the Supervisor's Report of Accident form and have it filed with GCT's workers' compensation administrator within five (5) days after the injury has been reported. If medical service is needed, the employee should be taken directly to a designated physician for treatment. Report of injuries is mandatory and failure to report may result in loss of eligibility to receive benefits. When the employee returns to work, a copy of the physicians release must be provided to the General Manager, or designee. The provisions of this sub-section apply to all employees, represented and non-represented.

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

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

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

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

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

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

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

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

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

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

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

Any employee who anticipates being disabled because of pregnancy, childbirth, or related medical condition shall give as much advance notice as possible of the anticipated disability to their supervisor. A leave of absence under this section shall be contingent upon the employee providing a physician's statement which indicates the dates of the expected disability.

Employees are entitled to take pregnancy disability leave in addition to any leave entitlement they might have under CFRA/FMLA unless the qualifications for CFRA/FMLA have not been met.

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

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

Gold Coast Transit will grant a leave of absence to regular full-time and regular part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for

foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition or in the event of an employee's own serious health condition or because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Leave will be granted for a period of up to 12 weeks in any 12-month period on a "rolling" 12 month period measured backward from the date of any FMLA/CFRA leave (or longer if required by applicable federal, state or local law).

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

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

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

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

a. If the leave is planned in advance, an employee must provide management with at least 30 days' notice prior to the anticipated leave date, using Gold Coast Transit's FMLA/CFRA or Military Family Leave Request Forms.

b. If the leave is unexpected, an employee should notify his/her supervisor and the human resources department by filing the FMLA/CFRA or Military Family Leave Request Forms as far in advance of the anticipated leave date as is

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practicable. (Normally, this should be within two business days of when the employee becomes aware of the need for leave).

**c.** Any time that an employee expects to be or is absent for more than three consecutive work days as a result of their own serious health condition (including pregnancy), he/she will be required to submit appropriate medical certification from their physician. Such certification must include, at a minimum, the date the disability began, and the probable date of their return to work signed by a physician and with their business card as an attachment. Further, the employee may be required to submit to a medical examination by a physician designated by Gold Coast Transit at Gold Coast Transit's expense.

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

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

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

benefits, such as pension, 401(k), life insurance, and long-term disability, will be governed in accordance with the terms of each benefit plan.

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

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

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

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

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

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

- A. Leave requests must be made at least 30 days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using Gold Coast Transit's Leave-of-Absence Form. (Normally, this should be within two business days of when the employee becomes aware of the need for leave).

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- B. All Gold Coast Transit benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any leave of absence period which is unpaid. Subject to applicable law, an employee may use accrued, unused vacation, sick and personal days during the leave of absence. Once such benefits are exhausted, the balance of the leave will be without GCT pay. Such employees may be eligible for other disability benefits in accordance with applicable federal or state law.
- C. Unless applicable state or local law requires otherwise, leaves for the employee's own serious health condition may be granted for up to a 12-week period. Leaves for other purposes will normally be limited to 30 days. Longer leaves or extensions of previously approved leaves, not to exceed a total of six months, may be granted at the discretion of the General Manager or designee.
- D. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this section. However, Gold Coast Transit will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and Gold Coast Transit's need to fill vacancies and/or its ability to find qualified temporary replacements.

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

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

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

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

- A. There shall be no pyramiding of hours. If a holiday falls on an employee's regularly scheduled time off, the employee shall accrue vacation time. If a holiday occurs during an employee's vacation, the employee will receive holiday pay and will not be charged vacation time for that day.
- B. All regular and probationary full-time employees shall be entitled to time off for holidays with pay except those employees engaged in work necessary to the general public health, welfare and safety as determined by the General Manager.
- C. Non-represented employees regularly scheduled to work less than thirty-two (32) hours per week (part-time) will not receive holiday pay.
- D. Holiday Schedule: The holiday schedule shall be as follows:
  - 1. New Year's Day - January 1
  - 2. Martin Luther King Day - Third Monday in January
  - 3. Washington's Birthday - Third Monday in February
  - 4. Cesar Chavez Birthday - March 31
  - 5. Memorial Day - Last Monday in May
  - 6. Independence Day - July 4
  - 7. Labor Day - First Monday in September
  - 8. Veterans Day - November 11
  - 9. Thanksgiving Day - Fourth Thursday in November
  - 10. Thanksgiving Friday - Day following Thanksgiving
  - 11. Christmas Eve - The last one-half day immediately before Christmas Day
  - 12. Christmas Day - December 25
  - 13. New Year's Eve - The last one-half day immediately before New Year's Day
- E. Employees shall work the last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday to be eligible for holiday pay. Any day on which an employee is scheduled for pre-approved leave is not considered a regularly scheduled day for holiday pay purposes.
- F. Employees working a full day on Holidays as listed in "D" will be paid for eight hours at the employee's regular rate plus will receive a



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holiday vacation accrual for eight hours. Employees working a partial day on Holidays as listed in "D" will be paid for all hours worked at their regular rate, and will be paid holiday pay at their regular rate for the remainder of the eight hour shift, plus will receive a holiday vacation accrual for all hours worked. (Example: Three hours worked; employee is paid for three hours work at regular rate, Is paid for five hours holiday pay (not worked) and receives three hours holiday vacation accrual)

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

### **SECTION 18: EXECUTIVE LEAVE AND INSURANCE**

- A. Leave: In addition to such other vacation to which GCT employees are entitled, each non-represented employee who, on January 1 of each year, occupies a non-represented position and regularly works full-time, eighty (80) hours in a biweekly pay period shall receive an annual accrual of executive leave in accordance with the following schedule:

1. General Manager and Management Team: Five (5) days of executive leave shall accrue to the incumbents of these positions.
2. Other Non-represented employees: Two and one-half (2-1/2) days of executive leave shall accrue to the incumbent of each position so designated.

- B. Executive Insurance: In addition to such other insurance to which GCT employees are entitled, GCT shall pay the cost of additional life insurance for non-represented employees in an amount equal to one (1) times the non-represented employee's annual salary. Non-represented employees who work less than thirty-two (32) hours per week will not be eligible for executive insurance.

- C. Long Term Disability Insurance: GCT shall provide to non-represented employees, long

term disability insurance at sixty percent (60%) of earnings after three months of disability with a maximum \$ 6,000 monthly benefit. Non-represented employees who work less than thirty-two (32) hours per week will not be eligible for long term disability insurance.

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

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

### **SECTION 20: TEXTBOOK AND TUITION REIMBURSEMENT**

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

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

## **III. PERSONNEL RULES**

### **SECTION 21: GENERAL PROVISIONS**

- A. Violation of Personnel Rules: Violation of the provisions of these personnel rules and regulations shall be grounds for employee

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discipline, which may include a verbal reprimand, a written warning, demotion, suspension, either paid or unpaid administrative leave, and dismissal.

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

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

- C. Political Activity: The political activity of a GCT employee shall conform to pertinent provisions of state and federal law. An officer or employee of GCT shall enjoy freedom from interference for engaging in political activity, provided, however, an employee shall refrain from:
1. Partisan political activity which disrupts or adversely affects the efficiency and integrity of the administration or operation of GCT.
  2. Using the employee's official position or influence to coerce the political actions of others.
  3. Knowingly soliciting political contributions or services from GCT employees or from persons on an employment eligibility list of GCT.
  4. Engaging in political activities during working hours or while wearing a GCT uniform.
- D. Disclosure of Political Affiliation: No information concerning political affiliation of an applicant or employee shall appear on any personnel forms or records, nor shall such information be solicited. No appointments to, or removal from, a position in the competitive service shall be affected or influenced in any manner by any political opinion or affiliation.
- This section does not give immunity to those who become knowingly affiliated with political parties or organizations whose purposes are designed to undermine or overthrow the government of the United States.
- E. Competitive Service System: The competitive service system shall include all appointive officers and employees of GCT except the position of the General Manager.
- F. Amendment and Revision of Rules and Regulations: Recommendations for the amendments of these personnel rules and

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regulations shall be presented to the Board of Directors by the General Manager, or designee. Any interested employee or person may appear and be heard at the time amendments are being considered by the Board of Directors. Amendments shall become effective upon adoption by the Board of Directors.

### **SECTION 22: POSITION CLASSIFICATION PLAN**

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

work shall be limited to the amount approved by the Board of Directors in the annual budget.

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

### **SECTION 23: EMPLOYMENT IN COMPETITIVE SERVICE**

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

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

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### B. Applications and Applicants:

1. Announcement: Notice of all open positions in the competitive service will be posted on the GCT internet web site, on official bulletin boards, and in such other places identified by the General Manager, or designee. The announcement may specify the title and pay range of the class; the nature of the work to be performed; experience and education required; the date, time, place and manner of submitting an application; closing date for submitting an application, and other pertinent information. For positions which may be filled by other than reassignment of a permanent GCT employee, a classified advertisement may be placed in a newspaper of general circulation or an internet employment website. The content of the classified advertisement will specify the job title, salary range and the place and time for applying.
2. Application Forms: Applications shall be made on forms provided by GCT. Such forms may require information covering position title, training, experience, references, and other pertinent information. All applications must be signed by the applicant.
3. Disqualification: The General Manager or designee may reject any application when the applicant does not possess the minimum qualifications required for the position. Whenever an application is rejected, notice of such rejection may be mailed to the applicant. The applicant may be given an opportunity to either provide additional necessary information or documentation, and, assuming that time permits, the applicant may be allowed to continue in the application process upon providing the necessary information or documentation. Applications may be rejected if the applicant is unable to perform safely and effectively the duties of the position with reasonable accommodation for any disability, is addicted to the use of drugs or intoxicating liquor and as a result of such addiction the employee is unable to perform safely and effectively the duties

of the position, has been convicted of a crime (such as a crime of moral turpitude, if it has a relationship to the position applied for), or has been untruthful in the application process.

### C. Competitive Examinations: Regarding positions for which competitive examinations are utilized, such examination may be given to all acceptable applicants in the following manner:

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

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

2. Subjects and Methods of Tests: Tests may be assembled, unassembled, written, oral, practical demonstration or any combination thereof; or any form which will test fairly the qualifications of applicants and will consist of one or more of the following parts:
  - a. Special Subjects: This part may test the duties of a position and must be designed to test the ability of any individual to perform those duties.
  - b. Educational or Computer Skills: This part may consist of spelling, composition, mathematics or any or all of these, as well as other subjects to test the basic training which would logically form the groundwork for performing the duties of the classification. General or specific computer skills may be tested to

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- determine ability to perform the duties of the classification.
3. Examination Grading: In all tests, the examination weighting may be based upon all factors in the test, including educational requirements, experience and other qualifying elements, as shown in the application of the candidate or other verified information. Failure in one part of the test may be grounds for failure in the entire test or disqualification for subsequent parts of the test.
  4. Notification of Final Grade Results: Each applicant taking the test may receive written notice of the results. Any applicant may have the right to review his/her own results with the General Manager, or designee. If the General Manager, or designee, determines that an error was made in the test results, a correction will be made. The correction may not, however, invalidate certification of previous appointments.
  5. Promotional Tests: As the staffing needs require, promotional tests may be conducted and may consist of evaluation of prior service, accomplishments in special training courses and other tests. All candidates for promotion must be permanent employees in the competitive service and must possess the minimum qualifications, as stated in the position specification.
  6. Additional Considerations are Added to the Examination Process: Training and Experience: Additional considerations may include prior job training skills and experience and may consist of a statement of schooling and studies applicable to the position posted. Experience may consist of a statement of all past activities that would prepare candidates for the applied position and may include the names of former employers and/or supervisors, nature of work and references. Information obtained during a normal check of the candidate's references and background may be considered, in accordance with all applicable laws and GCT policy
- a. Physical or Medical: A physical or medical examination, which may include a job function analysis, may be required of any applicant once the applicant has been placed on the eligibility list or has been made an offer contingent upon passing a physical or medical examination.
  - b. Personal Interview: In oral examinations, the applicant may be questioned on the duties of the position, training and experience, nature of work performed and other reasonable questions to determine fitness for the position.
- D. Eligibility Lists: As soon as practicable after the conclusion of a competitive examination, the General Manager, or designee, may establish an employment list of the applicants who successfully passed the test arranged in the order of final ratings received with the highest score listed first. The final rating may be determined by the total of the score received by each applicant for each part of the test, based upon the relative value assigned to each part of the test. Other regulations governing eligibility lists are:
1. Identical Grades: Wherever identical grades exist, names may be arranged in order of application date.
  2. Duration of Eligibility Lists: Eligibility and promotion lists may become effective upon the approval by the General Manager or designee, and such lists may remain in effect for six (6) months. Eligibility lists may be extended by the General Manager, or designee, for an additional not to exceed eighteen (18) months. If, at any time after an eligibility list has been used and the remaining names show low ratings, or names have been passed over previously for valid reasons by the appointing authority, or if there are three names or less on the eligibility list, the General Manager or designee, may cancel the entire list and order another examination when an eligibility list is requested to fill a position.
  3. Removal of Names From Lists: The name of any person appearing on an eligibility or

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promotional list may be removed by the General Manager, or designee, if the eligible person requests in writing for removal from the list; if the person fails to respond to a notice of certification mailed to the last known address; if the person notifies GCT that he or she declines the employment offer or is no longer interested in the position, or if the person has been certified for appointment three times and has not been appointed. The name of a person on promotional employment lists, who resign from GCT, may automatically be removed from such lists.

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

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

### E. Appointments to Positions:

1. Regular Appointments: When a vacancy in a regular permanent position is to be filled, the General Manager, or designee, may interview a minimum of the top three candidates on the eligibility or promotion list, or if less than three, all applicants whose names appear on the eligibility list. In the absence of an eligibility list, the General Manager, or designee, may interview and assess all qualified applicants in the process of establishing an eligibility list. The General Manager, or designee, may select one of the eligible candidates and notify the selected person. If the candidate accepts the appointment and reports to duty at the designated time, the candidate may be considered a regularly appointed GCT employee; otherwise the candidate may be considered as declining the appointment.

2. Temporary Appointments: A temporary appointment may be made by the General Manager, or designee, of an applicant who

meets the minimum training and experience qualifications for the position. Temporary appointments for represented employees cannot exceed five (5) months (if full-time) or 840 hours worked (if part-time), and for non-represented employees cannot exceed either twelve (12) months or one-thousand (1,000) hours in a calendar year.

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

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

Director of Finance and Administration,  
Director of Fleet and Facilities, Director of  
Planning and Marketing, Director of Transit  
Operations, Director of Human Resources,  
Facility Project Manager

F. Promotion: The General Manager or designee may designate a vacant position as either open to only current GCT employees (an internal recruitment) or open to all candidates (an open recruitment).

G. Probationary Period: All original and promotional appointments to regular represented positions shall be tentative and subject to a probationary period of six (6) months, except that the period shall be twelve (12) months for all non-represented employees. The General Manager, or designee, may extend in writing and upon notice to the employee any employee's probationary period for an additional period of up to six months for a represented employee and up to twelve months for a non-represented employee. Any employee who takes an extended leave of absence (one month or more) during a probationary period shall have the probationary period



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automatically extended for a period of time equal to the amount of the extended leave of absence.

1. Objective of Probationary Period: The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work performance, for determining the effectiveness and appropriate fit of the employee to the position, and for rejecting any probationary employee whose performance does not meet the required standards.
2. Rejection of Probationer: During the probationary period, an employee may be dismissed from employment at any time by the General Manager, or designee, without cause and without the right of appeal. Probationary dismissals are largely based on unacceptable job performance, lack of the needed skills to perform the essential job functions, attendance issues, and or other adverse actions that may apply as stated in Section 25: Changes in Employee Status.

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

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

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

### **SECTION 24: SALARY PLAN**

- A. Preparation of Plan: The General Manager, or designee, or agency employed for that purpose shall prepare a plan for each class

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of represented position and non-represented position in the competitive service, showing the minimum and maximum rates of pay. In setting the salary ranges, consideration shall be given to prevailing rates of pay for comparable work in comparable public and private employment, including consideration of all forms of benefits and conditions of work, current cost of living, and GCT's financial condition and policies. Any revisions to the salary ranges for represented employees shall be subject to meet and confer with the recognized employee organizations.

### B. Salary and Classification Survey:

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

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

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

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

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

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

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

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

### E. Temporary and Part-Time Employee

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

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

1. Employee organizations may petition the Board of Directors to have their dues withheld by payroll deductions and paid over to a duly-authorized officer of that organization. Such dues shall be withheld by the Director of Finance and Administration and paid over to such officer.

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

### G. Standard Work Week

GCT's standard payroll work schedule is Sunday through Saturday.

GCT may, at management's discretion, offer some employees the option of an Alternate

Work Schedule (AWS). An AWS may be implemented by assigning exempt employees a schedule that includes eighty (80) hours every two-week pay period but varies from the five days per week, eight hours per day workweek. Examples include four (4) ten-hour days per week or a 9/80 schedule (eighty hours worked in nine days during each two-week pay period). Non-exempt employees may be assigned a 40-hour, seven-day payroll workweek that starts and ends at a day and time that is different than GCT's standard payroll work schedule. (Example for a 9/80 schedule: The employee works Monday-Thursday 8 am to 6 pm and every other Friday 8 am to 5 pm; the seven-day payroll work schedule runs from Friday at 12:01 pm to the next Friday at noon, therefore each week contains forty hours).

The General Manager or designee shall develop and maintain an AWS policy if the AWS option is in use. Employees assigned an AWS will receive and acknowledge written notification of the AWS workweek. Assignment to an AWS is a privilege, not a right. Employees assigned an AWS may request to be returned to the standard payroll work schedule. Management can reassign any employee to return to the standard payroll work schedule at any time.

## **SECTION 25: CHANGES IN EMPLOYEE STATUS ALL EMPLOYEES**

### A. Adverse Actions Notice and Procedure:

An adverse action is the disciplinary action that responds to a violation of the express terms provided in a Memorandum of Understanding, the GCT Personnel Rules, or other rules or practices in place at GCT. Any regular employee against whom an adverse action is initiated by GCT, dependent upon the seriousness of the violation, for reprimands, suspensions without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances, will be given pre-disciplinary procedural rights, such as notice and a hearing.

Notice: The notice shall be served upon the employee either personally, by mail or by company mail, and shall include: (1) notice

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

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

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

Procedures for adverse actions against represented employees are controlled by the Memoranda of Understanding (MOU) entered into by and between the Board of Directors of Gold Coast Transit and Service Employees International Union Local #721, as adopted from time to time by the Board of Directors.

Applicable to all employees there may be certain emergency situations in which immediate suspension or termination without pay may be allowed by law, and in

those situations the employee shall be promptly provided with the due process procedures set out in the paragraphs above.

### B. Procedures for Non-Represented Employees regarding reprimands:

1. Reprimands - Any regular non-represented employee in the competitive service against whom an adverse action is initiated by the General anager, or designee, shall be given notice of at least five (5) working days prior to the effective date of the intended action, the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s), informing the employee that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof are attached to the notice of intended action and informing the employee that the employee may respond to the General Manager, or designee, orally or in writing prior to the intended effective date of the action. After the notice period and the employee's response, if timely made, the General Manager, or designee, shall implement or not implement the discipline proposed or such lesser form of discipline as is deemed appropriate.

2. Skelly Procedure for non-represented employees regarding suspensions without pay, demotions, and dismissals.

a. Notice of Intent: Any regular non-represented employee against whom an adverse action is initiated by GCT, dependent upon the seriousness of the violation, for suspension without pay, demotions, and dismissals will be: (1) notified of the intended action, (2) the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s), (3) informing the employee that any documents or materials giving rise to the action will be made available for the employee's inspection or that copies thereof are attached to the notice of intended action, (4) The employee will have the right to respond to the allegations set forth in the notice of intent, either in writing or at a pre-disciplinary conference.

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

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

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

The employee shall notify the General Manager of the intention to appeal in writing within ten (10) calendar days of the time that the action was implemented. The General Manager shall constitute a board of review as soon as reasonably possible. The board of review at a minimum is a three-member panel selected by the General Manager from among public agency officials whose responsibilities encompass personnel matters. The board of review shall determine from among the members its own chairperson, who has full authority to determine the conduct of the hearing. The General Manager and the employee may be represented, may themselves testify, call witnesses and submit other relevant evidence. The board of review shall, by a majority of its members, make written findings and a decision affirming, revising or modifying the adverse action based on applicable law, GCT policies, procedures

and rules, and the evidence and arguments presented by the parties.

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

### C. Other Changes In Employee Status / All Employees

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

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

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

### 2. Resignation:

- a. Notices: Any GCT employee may resign from GCT employment at any time; however, any employee resigning from GCT should give a minimum of one week's notice to the employee's department director in order for GCT to fill the position. If the employee does not provide at least one week's notice, the employee's personnel file will note that the employee was "Released with Prejudice." All resignations must be filed by the department head on the Notice of Termination form and forwarded to the General Manager by way of the Director of

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Finance and Administration for verification of leave record.

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

### **SECTION 26: REEMPLOYMENT AND REINSTATEMENT**

- A. Reemployment: Any employee who has been laid off because of a reduction of personnel shall be eligible for re-employment for a period of twelve (12) months if a vacancy occurs for a position of the same classification. The laid-off employee will be placed on a special reemployment list for twelve (12) months. If reemployed, the laid-off employee shall have reinstated the employee's prior employment status, tenure rights and privileges.
- B. Reinstatement: Any employee who has left GCT employment because of resignation or dismissal can apply for reinstatement within one year by submitting a written request which contains (1) a complete statement of the reasons for leaving GCT employment, (2) work history since the GCT termination, including description of duties, amount of earnings, and (3) future plans if reinstated to GCT. If the General Manager approves the reinstatement, the applicant can be re-employed in the same job class as occupied prior to resignation. The reinstated employee will have no other rights, privileges or benefits accrued in the previous GCT employment. The policy will not apply to military reinstatement which is governed by separate rules. Other exceptions can be made only after approval by action of the Board of Directors upon the recommendation of the General Manager.

### **SECTION 27: PERSONNEL RECORDS**

- A. Records in Personnel Office: Personnel records shall consist of a personnel file for each employee, which includes personnel transactions pertaining to the employee from the date of appointment. This record shall contain personal information, all changes in

salary, classification, work assignments and any other information, such as when employed, dismissed, adverse action or report of merit. Payroll records and confidential files are kept separate from the employee's general personnel file.

- B. Confidentiality & Employee Rights: Personnel records shall be confidential. An employee shall, upon reasonable notice, have access to review the employee's personnel file.

### **SECTION 28: OFF-JOB ACTIVITIES**

- A. Regular full-time employees shall not accept employment outside the GCT service nor shall they participate actively in the management or operation of any business or enterprise if such employment or participation would in any way conflict with an employee's responsibilities and obligations to GCT or would effect the efficiency of the employee in the performance of regularly assigned GCT duties.
- B. Upon the written request of an employee, the General Manager may permit outside employment if it is not in conflict with the employee's obligation to GCT.
- C. A request for outside employment shall be submitted by the employee to the employing Department Director of the business unit. Such requests shall include, if possible, the name, address and type of work of the proposed employer; the period of time and hours of work of the requested employment; the type of duties that are to be performed; and the reason for wanting to accept the extra employment. The department director shall forward, in writing, the request with the department director's recommendations and comments to the General Manager for review and final decision.
- D. If the opportunity for outside work by employees of any department is of a repetitive or recurring nature, the department director may request approval of the general type and amount of work involved rather than submit a request concerning each individual case. Upon approval of the general request, individual cases which are in conformance with the request need not be submitted to the General Manager. In no such case is an employee to engage in outside work in excess of twenty (20) hours

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in any one week. Other requests for outside work which do not conform to the general request will require individual approval. Any injury resulting from part-time employment shall not be chargeable to GCT. GCT employees working part time outside GCT employment who have a record of excessive sick leave absences may have their outside work privilege rescinded at the discretion of the department director with the approval of the General Manager.

### **IV. EMPLOYMENT OF RELATIVES AND SPOUSES**

#### **SECTION 29: EMPLOYMENT OF RELATIVES**

- A. The Board of Directors, General Manager, or any management employee shall not appoint any relative to any position with Gold Coast Transit, where such appointment and/or employment has the potential for creating an adverse impact on supervision, safety, security or morale.
- B. A condition which will result in the assignment of a superior and a subordinate who are relatives within the same department shall not be permitted.
- C. Appropriate personnel action will be taken upon consultation with the employees involved to remedy any violation of this section.
- D. Employees who are relatives shall not work in the same department, division, or facility where such has the potential for creating adverse impact on supervision, safety, security, morale, or involves potential conflicts of interest.
- E. For purposes of this provision, relatives shall mean son, daughter, brother, sister, mother, father, aunt, uncle, niece, nephew, grandson, granddaughter, grandmother, grandfather, either by blood or present marriage or registered domestic partner.

#### **SECTION 30: THE EMPLOYMENT OF SPOUSES OR REGISTERED DOMESTIC PARTNERS**

- A. It is the policy of GCT not to discriminate in its employment and personnel actions with respect to its employees, prospective

employees and applicants on the basis of marital status or registered domestic partnership. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his or her marital status or registered domestic partnership. This policy applies to the selection of persons for a training program leading to employment in addition to the above-designated persons.

- B. Marital status is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for the purpose of this anti-discrimination policy.
- C. Spouse is defined as partner in marriage as defined in California Civil Code Section 4100. For purposes of this Section, spouse shall also include registered domestic partner.
- D. Notwithstanding the above provisions, GCT retains the right:
  - 1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating an adverse impact on supervision, safety, security or morale.
  - 2. To refuse to place both parties to a relationship in the same department, division or facility where such has the potential for creating an adverse impact on supervision, safety, security morale or involving potential conflicts of interest.
  - 3. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents to those employees without or with fewer dependents. Where such a bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household", "principal wage earner", "secondary wage earner" or other similar status.