

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

**JULY 1, 2024 THROUGH JUNE 30, 2027**

**BUS OPERATOR UNIT**

Page Intentionally Left Blank

**TABLE OF CONTENTS**  
**MEMORANDUM OF UNDERSTANDING**

**BUS OPERATOR UNIT**

**PART I – UNIT-SPECIFIC ARTICLE SECTION**

**SECTION 1 INTRODUCTION**

|      |  |   |
|------|--|---|
| 1.01 | Parties to Memorandum.....                           | 1 |
| 1.02 | Board of Directors Approval and Implementation ..... | 1 |

**SECTION 2 WAGES**

|      |                                    |   |
|------|------------------------------------|---|
| 2.01 | Wages and Wage Schedule .....      | 1 |
| 2.04 | Night Differential .....           | 2 |
| 2.05 | Bilingual Pay .....                | 2 |
| 2.06 | Minimum Pay for Split Shifts ..... | 2 |
| 2.07 | Spread Time .....                  | 2 |

**SECTION 3 HOURS**

|      |                                 |   |
|------|---------------------------------|---|
| 3.01 | Bus Operator Hours .....        | 2 |
| 3.02 | Overtime .....                  | 3 |
| 3.03 | Check-In Time .....             | 6 |
| 3.04 | Meal and Rest Periods.....      | 6 |
| 3.05 | Schedule Exchange Program ..... | 7 |

**SECTION 4 BENEFITS**

|      |                               |   |
|------|-------------------------------|---|
| 4.05 | Eligibility for Benefits..... | 7 |
|------|-------------------------------|---|

**SECTION 5 LEAVE TIME**

|      |                        |   |
|------|------------------------|---|
| 5.09 | Vacation Bidding ..... | 7 |
|------|------------------------|---|

**SECTION 6 WORKING CONDITIONS**

|      |                            |    |
|------|----------------------------|----|
| 6.01 | Seniority.....             | 9  |
| 6.04 | Uniform Allowance.....     | 9  |
| 6.06 | Training.....              | 10 |
| 6.07 | Automobile Use .....       | 11 |
| 6.08 | Route Bidding .....        | 11 |
| 6.09 | Late Report Rule.....      | 14 |
| 6.10 | Failure to Report .....    | 14 |
| 6.11 | Extra Board.....           | 15 |
| 6.12 | Radio Communication.....   | 15 |
| 6.13 | Complaint Procedure .....  | 15 |
| 6.14 | Other Operator Duties..... | 16 |

**APPENDICES**

|   |                  |    |
|---|------------------|----|
| A | Wage Tables..... | 17 |
|---|------------------|----|

# MEMORANDUM OF UNDERSTANDING BUS OPERATOR UNIT

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

## SECTION 1 INTRODUCTION

### Article 1.01 PARTIES TO MEMORANDUM

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

BUS OPERATOR (FIXED ROUTE)  
BUS OPERATOR (DEMAND RESPONSE)

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

### Article 1.02 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION

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

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

## SECTION 2 WAGES

### Article 2.01 WAGES AND WAGE SCHEDULE

GCTD agrees to a market adjustment for all Bus Operators (fixed route) by adjusting the top step to \$32.64 and adjusting all steps accordingly as shown in Appendix A. This adjustment will be effective the first full pay period commencing on or after July 1, 2024. A newly hired bus operator shall be compensated at the first step for the first year of employment. Bus Operator unit employees shall thereafter be eligible for advancement subsequent steps after having served one (1) year in the prior step.

GCTD agrees to cost of living (COLA) wage adjustments to classes in the bargaining units covered by this MOU on the first pay period commencing on

#### **FIXED ROUTE:**

July 1st, 2024 four percent (4.0%)  
July 1st, 2025 four-and-a-half percent (4.5%)  
July 1st, 2026 three-and-three quarter percent (3.75%)

#### **DEMAND RESPONSE**

September 28th, 2025 four-and-a-half-percent (4.5%) AND establish new wage table  
July 1st, 2026 three-and-three quarter percent (3.75%)

**See Fixed Route wage scale in Appendix "A".**

**See Demand Response wage scale in Appendix "B".**

#### **Article 2.04 NIGHT DIFFERENTIAL**

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

#### **Article 2.05 BILINGUAL PAY**

Consistent with the need of GCTD for bilingual ability, an employee may be authorized additional compensation for bilingual ability. To qualify, the bilingual employee must use both languages to meet a public service responsibility and display sensitivity toward the culture and needs of a large group of foreign speaking residents. The General Manager shall establish guidelines governing position assignments or duties, language ability, minimum bilingual frequency, and other reasonable rules for the authorization of payment to specific employees. Compensation for bilingual pay shall be computed at 0.36 per hour (\$63 per month) in FY 2024-25, \$0.38 (\$65 per month) in FY 2025-26, and \$0.39 (\$68 per month) in FY 2026-27.

#### **Article 2.06 MINIMUM PAY FOR SPLIT SHIFTS**

Bus Operators fixed route scheduled to work a split shift shall be paid their regular hourly rate for time worked, except that they shall be paid a minimum of four (4) hours per split shift day in the event they were scheduled to work and worked less than four (4) hours.

#### **Article 2.07 SPREAD TIME**

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

### **SECTION 3 HOURS**

#### **Article 3.01 BUS OPERATOR HOURS**

##### **FIXED-ROUTE HOURS:**

Any bus operator who is authorized to and does work in excess of his/her regularly scheduled daily shift and/or more than forty (40) hours per week shall be paid for overtime at one and one-half (1½) the regular hourly rate, except as otherwise provided in Article 3.02 hereof. For the accrual of benefits, thirty-two (32) hours or more, shall be considered as full-time.

In any scheduled work bid, at least seventy percent (70%) of all bid runs will consist of thirty-nine (39) hours or more. The percentage will be based on the number of Operators employed 90 days prior to the first day of the bid period as shown in the table below.

| Total # of Bus Operators | Minimum % of Bid Runs with 39+ Hours |
|--------------------------|--------------------------------------|
| 117 or Less              | 80%                                  |
| 119                      | 79%                                  |
| 121                      | 78%                                  |
| 123                      | 77%                                  |
| 125                      | 76%                                  |
| 127                      | 75%                                  |

|             |     |
|-------------|-----|
| 129         | 74% |
| 131         | 73% |
| 133         | 72% |
| 135         | 71% |
| 137 or more | 70% |

In any scheduled work bid, seniority will be the determining factor and at least eighteen percent (18%) of all fulltime bid runs, excluding extraboard, will consist of earliest in and earliest out, weekday work assignments and consist of forty (40) or more hours. Effective as of January 2025.

In any scheduled work bid for which GCTD's service levels (measured by Revenue Service Hours) are reduced by 10% or more from the previous service level, GCTD reserves the right to reduce this ratio GCTD will meet and confer with SEIU regarding any such reduction.

#### **DEMAND RESPONSE HOURS:**

The standard workweek shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on the following Saturday. Employees shall be paid biweekly, with paydays occurring on alternate Fridays. If a duty begins and ends in different workweeks, hours will be paid in the workweek that the operators duty began. Overtime for Demand Response employees shall be paid in accordance with Article 3.01 of this Agreement.

1. **Start Times:** GCTD shall designate seventy (70%) of all demand response bids with two (2) guaranteed days off. Bid assignments will specify the period of time in which an operator's start time may be scheduled. The actual start time may vary from within this period due to the changing demand for the system. As start times may vary, operators are required to call the evening prior to their scheduled work shift to obtain their actual starting time for the next day's shift. Calls will occur between the hours of 6:00 pm and 7:30 pm.
2. At least 20% of all bid runs will have a set start time, and operators who bid these runs will not have to regularly call in to confirm start time. Operators who have a standard set starting time will only be called if the schedule is changed.
3. **Total Hours:** A bid shall not be construed to mean that this is the minimum or maximum time the employee will work. During the workday, the number of trips or the circumstances of system demand, cancellations, or additional trips may result in the end time of the shift being before or after the scheduled shift sign-off. Operator can decline additional work after 10 consecutive hours of work.

#### **Article 3.02      OVERTIME**

- A. **Overtime Work - Defined:** Overtime work is work performed by a bus operator at times other than those normally required for the bus operator's employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Time worked in increments of less than one-twelfth of an hour shall not be accumulated or recorded as overtime. Overtime shall not be pyramided or compounded.
- B. **Overtime Worked - Compensation:** Bus Operators shall be paid for overtime at one and one-half (1½) the regular hourly rate.
- C. **Overtime Work - Bus Operators:** For the purpose of computing regular and overtime work, the total hours of work ordinarily required for a forty (40) hour, five (5) day week employee in a biweekly payroll period shall be considered as the regular working hours required for a full-time Bus Operator. Any hours in excess of that requirement shall be considered overtime work for this classification. Vacation

leave taken, sick leave taken and compensatory time taken shall not be counted as time worked for purposes of computing overtime.

D. **Overtime Assignment:** Bus Operators who choose to be made available for overtime work shall place their names on an overtime list, which is in seniority order. Seniority shall be the determining factor in the assignment of overtime hours until a bus operator has worked one shift in overtime in any given week. When the highest seniority bus operator on the overtime list is not immediately available for overtime, the bus operator who is next in seniority on the overtime list will be offered the overtime. An available operator or supervisor may be used on a temporary basis for an overtime assignment until GCTD can reach the next operator on the overtime list, that agrees to work, can be reached.

a. **FIXED ROUTE:** If there is less than two (2) hours remaining on the shift GCTD need not contact any operator on the overtime list even if the assignment to the run will put the available operator over 40 hours for the week in question. GCTD reserves the right to adjust the remaining schedules of impacted extra board operators to reduce overtime where possible. When calling overtime operators GCTD will allow ten (10) minutes from a call that was not answered for the operator in question to return the call before moving to the next operator. GCTD will call only one phone number for overtime. It is the operators responsibility to designate a phone number as their primary number. If there is an immediate need for assignment of a route, GCTD has the right to fill the run regardless of seniority. A bus operator shall have his/her choice of runs should there be multiple runs available, up to 24 hours before the overtime run. Any dispute shall be determined by the seniority factor. This process will be documented with an overtime sign-up sheet that will be posted on the dispatch wall, accessible to all bus operators. If an employee accepts a short run, defined as a shift lasting less than 6 hours, and subsequently desires to take a run with longer hours, they may indicate so on the overtime sign-up sheet. Upon availability of such a run, employees will be called in order of seniority to fill the position.

b. **DEMAND RESPONSE:**

1. **Overtime Call Procedure:**

- a. When contacting for overtime, GCTD will allow ten (10) minutes from the time of missed call for the operator to return the call before proceeding to the next operator on the list.
- b. GCTD will use only one designated phone number per operator when making overtime calls.
- c. It is the responsibility of the operator to designate and maintain a current primary phone number on file.
- d. A bus operator shall have his/her choice of runs should there be multiple runs available.

2. **Immediate Need Assignments:**

In the case of an immediate operational need, such as same day (less than 4 hour notice), GCTD reserves the right to assign runs regardless of seniority.

3. **Legal Rest Period Requirement:**

All overtime assignments are subject to compliance with legal rest period requirements. Operators must have a minimum of eight (8) hours off – duty between the end of one shift and the start of the next. GCTD will not assign overtime that would violate this rest period requirement.

4. **Unassigned Overtime:**

If overtime work remains unassigned, it shall be assigned to qualified off-duty employees who are in reserve, in reverse seniority order, provided they have met the required rest period to perform the assignment.

- E. Compensatory Time Off: Bus Operator Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of seventy (70) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the paycheck no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule. If an operator is in a modified duty position at the time of the cash payout, the compensation will be consistent with the pay in the classification when compensatory time was earned.
- F. Bumping - For FIXED ROUTE only: Bumping shall be allowed. If an operator has signed on to a six hours or less and a longer run becomes available, the operator shall have first rights to that longer run. All unforeseen conditions, like contesting one's right to overtime, shall be decided by seniority.
- G. Responsibility for Accepted Overtime -Once a Bus Operator accepts an overtime assignment, that Bus Operator is responsible for working that shift.

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

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

#### **DEMAND RESPONSE:**

##### **1. Overtime Cancellation Window**

For overtime assignments accepted by Demand Response operators, cancellations may be made without consequence if notice is given at least ten (10) hours prior to the scheduled start time of the shift. This allows GCTD sufficient time to backfill the assignment.

##### **2. Short – Notice Sick calls**

Employees who call in sick or cancel an accepted overtime shift less than ten (10) hours prior to the scheduled start time will be charged with a non-prescheduled absence for attendance tracking purposes. This includes being subject to review under the mandatory physician's note list, if applicable.

##### **3. No Sick Pay for Overtime**

There is no provision for sick pay on any overtime assignment that falls outside of an employee's regularly scheduled shift.

##### **4. Overtime Accepted with Less Than 10 Hours' Notice**

Bus Operators who accept an overtime shift less than ten (10) hours prior to its scheduled start time will not be penalized with a non-prescheduled absence if they later cancel or call out sick for that assignment.

##### **5. Failure to Report or Late Report**

Any overtime assignment that has been accepted and not cancelled at least ten (10) hours prior to the scheduled start time will be subject to the provisions of Section 6.09 (Late Report) and Section 6.10 (Failure to Report) of this MOU, and will be treated as if it were part of the employee's regular shift.

## **Article 3.03 CHECK-IN TIME**

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

**DEMAND RESPONSE:** The check-in time for a bus operator taking a vehicle out of the yard shall be twelve (12) minutes. This time is to be used for the inspection of buses as required by the Department of Motor Vehicles and the California Highway Patrol. Additionally, a five (5) minute check-out time shall be provided at the end of each workday. Drivers are required to complete and submit the Daily Vehicle Inspection Form provided by GCTD. An operator's paid time shall end after the completion of their last trip, the fueling of the vehicle, and the completion of the post-trip inspection.

**Post-Trip Duties:** An operator's paid time ends after their last trip is performed and the vehicle is refueled, parked in the yard, and the post-trip is completed.

## **Article 3.04 MEAL AND REST PERIODS**

### **FIXED ROUTE:**

- A. This section of the collective bargaining agreement expressly provides for meal and rest periods, as defined in this agreement, for bus operators.
- B. **Rest Periods:** The rest periods are defined as the scheduled layovers built into each work run. Additional compensation for the rest periods will be ten (10) minutes per five (5) hours worked. Two ten-minute compensation periods must be provided if the assigned daily work time exceeds nine (9) hours. The compensation for the rest period will not be authorized for bus operators whose total daily work time is less than three and one-half (3½) hours.
- C. **Meal Periods:**
  1. Bus operators shall be provided meal periods. The authorized meal period time shall be a minimum of 30 minutes after the first eight hours and thirty minutes (8:30) of work. However, a meal period need not be authorized for bus operators whose total daily work time is less than eight hours and thirty minutes (8:30). Authorized meal period time shall not be counted as hours worked.
  2. No second meal period is required to be scheduled if the total hours worked is more than ten hours but less than twelve hours.
  3. Operators may eat/drink while in the driver's seat at layover points. Operators may not leave a layover/time point late due to eating. Operators are responsible for cleaning up after themselves.
  4. Operators may drink, from a water bottle or thermos that will remain closed while not in use, while in revenue service but only when the bus is at a complete stop.
- D. **Disputes:** If there is a dispute concerning the application of the rest and/or meal period provisions, as stated above, the grievance procedure in Section 7.04 shall be utilized.

### **DEMAND RESPONSE:**

#### **Rest Period:**

- A. Every employee is authorized and permitted to take a ten (10) minute net rest period for every four hours worked or major fraction thereof, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route, but the employee is not required to operate or remain in the vehicle.

- B. It is the responsibility of employees to take rest periods as their schedule allows. If a rest period is interrupted due to business needs, the affected employee is authorized and permitted to take a new, complete ten-minute rest period in place of the interrupted rest period.
- C. Any employee who believes that he/she did not receive a proper rest period in accordance with this Agreement or law shall make such claim, in writing, to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was allegedly denied or shall be deemed to have waived any right to recover for any failure by GCTD to provide the employee with a rest period during such shift."

**Meal Period:**

Every employee who is scheduled for, or works more than, six (6) hours during a workday shall be provided with a thirty (30) minute unpaid meal period, to be taken after the start of the third hour or the end of the sixth. Employees who are scheduled for, and work in excess of, twelve (12) hours during a workday shall be provided with a second unpaid thirty (30) minute meal period, to be taken before the completion of the tenth (10th) hour of the workday.

1. Operators may eat/drink while in the driver's seat at layover points. Operators may not leave a layover/time point late due to eating. Operators are responsible for cleaning up after themselves.
2. Operators may drink, from a water bottle or thermos that will remain closed while not in use, while in revenue service but only when the bus is at a complete stop.

**Article 3.05 SCHEDULE EXCHANGE PROGRAM**

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

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

**SECTION 4 BENEFITS**

**Article 4.05 ELIGIBILITY FOR BENEFITS**

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

**SECTION 5 LEAVE TIME**

**Article 5.09 VACATION BIDDING**

SEIU and GCTD agree to meet before Dec 1, 2024 to discuss updating the vacation bidding process. If SEIU and GCTD agree to modifications to the process, a side letter will be developed.

- A. GCTD shall post semi-annual sign-ups for vacations after semi-annual open route bidding is completed. Bus operators shall complete their vacation bidding by the date listed on the bid schedule. If a bus operator wishes to pass on bidding for a vacation period, that bus operator's name shall fall to the bottom of the seniority list and must wait until their name again comes up for bidding. Bidding will be done in two (2) parts as shown in section B below. The purpose of the two part bid is to allow all operators an opportunity to bid some vacation time each year. No more vacation days may be taken than the bus operator will accrue by the requested vacation time. Except in emergency situations, no changes may be made without mutual agreement of the operator and management. Vacation Bids will be done on a seniority basis using the total bus operator list. Bidding will take place at specific times, posted on the bid list.
- B. Vacation Bid Part 1 - Operators will be given a 15 minute window in which to bid vacation. Vacation requests may be submitted ahead of the bid time. In part 1 no operator may bid more than thirty (30) total days (full or partial) off. No operator may bid more time off than they will have accrued as of the date requested. In Part 2 operators will again have a 15 minute window in which to bid vacation. Vacation requests may be submitted ahead of the bid time. In part 2 operators may bid additional dates up to the amount of time they will have accrued as of the date requested.
- C. Vacation requests may be submitted ahead of the bid time. Bus operators not expecting to be present at the bid time shall leave a written list of choices for vacation dates, showing individual dates, with the director of transit operations or designee. Any bus operator not bidding at their appointed time will fall to the bottom of the bid list and will be allowed to bid again at the end of the regular bid schedule.
- D. **FIXED ROUTE:** Bus operators may bid a single day or blocks of time. Bus operators bidding a full work week of vacation will be considered as off for the full seven days of the week. During the semiannual bid, the number of bus operators allowed off at any one time will be based on the number of bus operators employed by GCTD on the day the vacation bid begins, in accordance with the following schedule:

|                         |  |
|-------------------------|--|
| Less than 108 Operators | - 7 vacation slots   |
| 108 - 123 Operators     | - 8 vacation slots   |
| 124 - 138 Operators     | - 9 vacation slots   |
| 139 - 153 Operators     | - 10 vacation slots  |
| 154 - 169 Operators     | - 11 vacation slots  |
| 170 - 184 Operators     | - 12 vacation slots  |
| 185 – 199 Operators     | - 13 vacation slots  |
| 200 – 215 Operators     | - 14 vacation slots  |
| More than 215 Operators | - 15 vacation slots plus one additional slot for every 15 additional drivers |

A minimum of two thirds (2/3) of the vacation slots are guaranteed to be available on any given day.

**DEMAND RESPONSE:** Bus operators may bid for a single day or a minimum of four (4) hours of vacation. A bus operator bidding for a full work week of vacation will be considered off for the entire seven (7) days of that week. During the semiannual bid, the number of bus operators allowed off at any given time will be based on the total number of bus operators employed by GCTD on the day the vacation bid begins, in accordance with the following schedule:

- For 1 - 29 operators: 1 vacation slot per day
- For 30 - 49 operators: 2 vacation slots per day
- For 50 - 69 operators: 3 vacation slots per day

- E. After the regular bidding has been completed, additional requests may be submitted in writing on a first come, first served basis. If a vacation request is cancelled in writing no later than Wednesday of the prior week by 4pm and the cancelling operator is available to work the employee's regularly scheduled shift, the vacated vacation slot will be filled from the next request on the existing vacation request list from the annual bid. Operators cancelling a vacation shift and later calling in sick for the same shift will be subject to the physician's note requirement in Article 5.02F, at GCTD's discretion. Once the overtime work has been assigned, all vacation cancellations requests will be denied. An employee who fails to provide said notice may be denied work on the day if he/she returns early. GCTD is responsible for updating their records each week to avoid assigning the wrong overtime work and if the assigned overtime is canceled GCTD will pay the operator in question 3 hours.
- F. Approval notification on the additional vacation requests (requests received after semiannual bid) will be at a minimum the Friday before the week of the requested vacation. A vacation calendar will be posted in the drivers' room and will be updated weekly.
- G. If a bus operator does not have sufficient vacation accrual or comp time to cover the requested vacation at the time of the leave, the vacation request will be cancelled unless the bus operator has an approved leave without pay.
- H. Part-time and Extra Board bus operators shall be permitted to take such vacation as they have accrued, up to forty (40) hours of accrued vacation per week. If part-time bus operators want to be paid vacation accrual for more than their bid run (but no more than forty hours per week), it must be noted on the vacation request.

Part-time and Extra Board bus operators shall be permitted to take sick leave as they have accrued as follows: Extra Board (Tier 1) may use up to forty (40) hours of accrued sick leave per week. Extra Board (Tier 2) may use up to bid hours, or four (4) hours of accrued sick leave per day. If Extra Board (Tier 1) bus operators want to be paid sick leave accrual for more than their bid run (but no more than forty hours per week), it must be noted on the sick leave request.

## **SECTION 6 WORKING CONDITIONS**

### **Article 6.01 SENIORITY**

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

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

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

### **Article 6.04 UNIFORM ALLOWANCE**

- A. Should any part of the uniform be damaged in performance of the bus operator's duties without negligence by the employee, GCTD will replace it. At all times while on duty, bus operators will wear uniforms as specified by GCTD that are presentable, clean and in good repair.
- B. GCTD will provide either three (3) trousers or two (2) cargo pants (if available), and five (5) shirts (short sleeve, long sleeve or polo) or a combination of these articles as long as the total does not exceed the total allowable average annual cost of (5) shirts and (3) trousers. Employees may also choose to purchase shoes, sweaters, jackets, within the average annual amount. The annual maximum cost will be based on average cost of the base uniform, adjusted every other year to include average cost of

jacket, and will be posted annually in the operator break room. Polo shirts may be worn any day of the week. Since the ordering of uniforms occurs once a year (on July 1), a new bus operator who is hired after that time will be eligible for two trousers and three shirts, to be ordered within one week of the end of a new bus operator's training period.

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

## **Article 6.06 TRAINING**

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

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

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

- C. Refresher Training - Refresher training is given to all operators who have been determined to have had a preventable accident. GCTD may also, at its discretion, assign refresher training to operators it feels would benefit from the training based on a review of the operator's performance. The provision of refresher training to an operator on a voluntary basis will not be used as the basis for progressive discipline.
- D. Other training - Other training may be required for special events, route changes, introduction of new equipment or other unplanned events. This training may be held either on normal working days or on an employee's usual time off, based on the operators choice. Any training provided an employee's usual time off will be paid based on the actual time worked.
- E. New Operator Trainers – Experienced Bus Operators who serve as new operator trainers in revenue service will be compensated with a 15% training differential premium for each hour worked in revenue training. Bus Operators who wish to be considered for eligibility to serve as a new operator trainer may apply during an annual application period designated by Management. Factors that will be considered in evaluating applicants are bus operating skills and work record, customer service skills and work record, attendance and punctuality, work habits, disciplinary record and employee performance reviews. GCTD management reserves the right to select and assign revenue trainers

**F. DEMAND RESPONSE:** Onboard Evaluation / Ride Check – In order to ensure compliance with ADA guidelines, Management will conduct random onboard evaluations by ride along or reviewing video recordings of operators' driving performance for approximately thirty (30) minutes per evaluation, twice a year. This review allows management to monitor operator performance, ensure safety standards are met, and provide feedback as necessary.

#### **Article 6.07 AUTOMOBILE USE**

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

#### **Article 6.08 ROUTE BIDDING**

##### **FIXED ROUTE:**

###### **A. Definitions:**

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

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

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

Bump Bids will be conducted in the following manner:

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

B. Process:

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

C. Planning Committee:

Parties will form a joint "Planning Advisory Committee" comprised of GCTD Planning and Operations staff and up to three (3) elected Bus Operators, to collaborate on matters related to transit operations, including but not limited to, scheduling, service planning, and work schedules. If no committee members are elected by the SEIU 721 membership, SEIU 721 will appoint three bus operators to serve as the representatives.

The Committee shall be provided up to 2 hours plus work release travel time, paid by GCTD, to meet once a quarter and operate in a collaborative manner, with both parties sharing relevant information to inform decisions. While the District retains decision-making authority, GCTD staff will seek to consider the committee's recommendations and implement them to the extent feasible.

**DEMAND RESPONSE:**

A. Definitions:

Open Bid: All eligible demand response bus operators will participate, in seniority order, in an open bid (a) at the semiannual bid times, (b) when available work runs increase or decrease by 10%

Bid-or-Pass Bid: All eligible bus operators from seniority below of the run that is available will participate, in seniority order, in a bid-or-pass bid if a run is made available for the remainder of the semiannual bid period (such as an operator resigns, which creates an open run). Bus operators can elect to bid for the open run

or pass bidding. Limitations: Bid-or-Pass Bids will not be conducted if less than three months remain on the open bid in effect.

Bump Bid: A bump bid can be requested by a bus operator when (1) his/her full-time run is changed and the change affects the day off, the sign-on time or the pay time daily by thirty (30) minutes or more or (2) he/she does not have an assigned run and is returning from military active duty or an approved medical leave. The affected bus operator is eligible to call for a bump bid from his/her place on the seniority list. Limitations: Bump bids must be scheduled at least two weeks apart. Bump Bids will not be conducted if less than three months remain on the open bid in effect.

B. Process:

Open Bids will be conducting the following manner:

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

Extended leave is defined as a return-to-work date that is beyond the bid start date. Employees on extended leave may bid if they submit release note before their bid date indicating they will be released with no work restrictions within one month of the service change start date. Bus operators who are eligible to bid but out of the area and unavailable to bid in person may arrange in advance with the Operations Department to receive bid availability information and submit a bid by a prearranged and prescheduled phone call or by e-mail.

Bid-or-Pass Bids will be conducted in the following manner:

1. Beginning with the first operator in seniority below the operator vacating their bid, each operator, in seniority order, may elect to bid the vacant work run or pass on the opportunity to bid.
2. This process repeats until all operators have been given opportunity to bid or have elected to pass on bidding.

Bump Bids will be conducted in the following manner:

1. The operator calling for the bump bid may choose from any work run held by an operator with less seniority than the operator calling for the bump bid.

2. Once the operator calling for a bump bid has made his/her choice the next bid will be made by the operator displaced by the first bump. This process repeats until either all operators impacted have bid new runs or there are no runs left and the remaining operators are assigned to extra board slots.

3. Operators who have been bumped and had previously bid, and had approved, vacation will be accommodated for their vacation bid as long as they meet normal criteria such as enough hours in their bank.

#### **Article 6.09 LATE REPORT RULE**

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

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

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

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

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

#### **Article 6.10 FAILURE TO REPORT**

A. Failure to Report: An operator who fails to report to work within one hundred twenty (120) minutes of scheduled report time shall be charged with a failure to report.

B. If an employee fails to report for three consecutive scheduled workdays, it will be considered an abandonment of the job and the employee will be terminated.

C. Disciplinary action for failure to report shall be based on the following schedule for a rolling one (1) year period.

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

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

## **Article 6.11     EXTRA BOARD**

### **FIXED ROUTE:**

- A. When possible, extra board bus operators should receive consecutive days off.
- B. If full time runs are vacant for over two weeks, assignment for those runs will be made on a week-by-week basis by seniority of the *part time*/extra board bus operators for the duration that run is available. No switching week by week is permitted, unless by Director's approval. The bus operator who is assigned the full time run continues to have extra board responsibilities if the overtime list is exhausted.
- C. Extra Board will include Tier 1 and Tier 2 bid runs. Tier 1 runs will include a higher number of bid hours per week (at least 32) and will have two guaranteed days off in a row. The number of Tier 1 Extra board spots available to bid on will be based on the number of active bus operators employed 90 days prior to the first day of the bid period. The definition of Active Driver is a driver who is currently covering a bid shift / not on long-term leave.

| Number of Active Bus Operators | Number of Tier 1 Extra Board |
|--------------------------------|------------------------------|
| 108-123                        | 5                            |
| 124-138                        | 6                            |
| 139-153                        | 7                            |
| 154-169                        | 8                            |
| 170-184                        | 9                            |
| 185-199                        | 10                           |
| 200-215                        | 11                           |

## **Article 6.12    RADIO COMMUNICATION**

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

## **Article 6.13    COMPLAINT PROCEDURE**

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

All complaints are classified as Verified, Non-verified, or Not Enough Information.

Definitions:

Verified – incident confirmed by records including but not limited to Video, Synchromatics, Phone records, Direct Observation by Supervisor or Manager, etc.

Non-Verified – incident determined not to be substantiated after viewing records.

Not Enough Information – video, Synchromatics, etc not available, unable to find substantiated records.

#### **Article 6.14 OTHER OPERATOR DUTIES**

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

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

## APPENDIX A

### BUS OPERATOR (FIXED ROUTE) UNIT – WAGE TABLE Effective July 1st, 2024

|       |                   | Bus Operator |          |          |          |          |          |          |          |
|-------|-------------------|--------------|----------|----------|----------|----------|----------|----------|----------|
|       |                   | STEPS        | 4.50%    | 4.50%    | 4.50%    | 4.50%    | 4.50%    | 4.50%    | 4.50%    |
|       |                   | A            | B        | C        | D        | E        | F        | G        | H        |
| 3.23% | Market Adjustment | \$ 23.99     | \$ 25.06 | \$ 26.19 | \$ 27.37 | \$ 28.60 | \$ 29.89 | \$ 31.23 | \$ 32.64 |
| 4.00% | 7/1/2024          | \$ 24.94     | \$ 26.07 | \$ 27.24 | \$ 28.47 | \$ 29.75 | \$ 31.09 | \$ 32.48 | \$ 33.95 |
| 4.50% | 7/1/2025          | \$ 26.07     | \$ 27.24 | \$ 28.47 | \$ 29.75 | \$ 31.09 | \$ 32.48 | \$ 33.95 | \$ 35.47 |
| 3.75% | 7/1/2026          | \$ 27.04     | \$ 28.26 | \$ 29.53 | \$ 30.86 | \$ 32.25 | \$ 33.70 | \$ 35.22 | \$ 36.80 |

## APPENDIX B

### BUS OPERATOR (DEMAND RESPONSE) UNIT – WAGE TABLE Effective September 28th, 2025

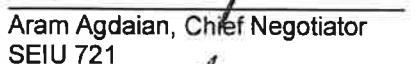
|                  |                              | Bus Operator (Demand Response) |          |          |          |          |          |          |          |          |
|------------------|------------------------------|--------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                  |                              |                                | A        | B        | C        | D        | E        | F        | G        | H        |
| 4.5% + new table | Bus Operator Demand Response | Sept 28 2025                   | \$ 25.00 | \$ 25.69 | \$ 26.39 | \$ 27.12 | \$ 27.87 | \$ 28.63 | \$ 29.42 | \$ 30.23 |
| 3.75%            | Bus Operator Demand Response | July 1 2026                    | \$ 25.94 | \$ 26.65 | \$ 27.38 | \$ 28.14 | \$ 28.91 | \$ 29.71 | \$ 30.52 | \$ 31.36 |

Page Intentionally Left Blank

ON BEHALF OF SEIU



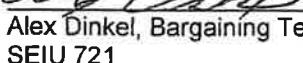
Steve Koffroth  
SEIU 721, Director of Collective  
Bargaining & Research



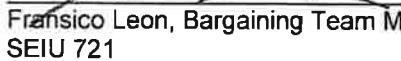
Aram Agdaian, Chief Negotiator  
SEIU 721



Hatim Ghazi, Bargaining Team Member  
SEIU 721



Alex Dinkel, Bargaining Team Member  
SEIU 721



Francisco Leon, Bargaining Team Member  
SEIU 721

ON BEHALF OF GCTD



Vanessa Rauschenberger, General Manager  
GCTD



Alex Zaretsky, Director of Human Resources  
GCTD

DATE

9/18/24

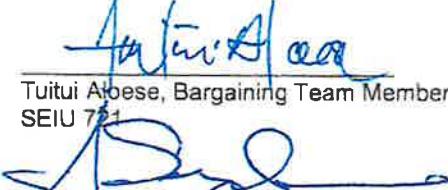
DATE

9/18/24



ON BEHALF OF SEIU

  
Josh Adams, Chief Negotiator  
SEIU 721

  
Tuitui Aloese, Bargaining Team Member  
SEIU 721

  
Saofetalai Laupola, Bargaining Team Member  
SEIU 721

  
Kerla Barragan, Bargaining Team Member  
SEIU 721

SEIU 721

DATE

9-29-25

ON BEHALF OF GCTD

  
Vanessa Rauschenberger, General Manager  
GCTD

  
Alex Zaretsky, Director of Human Resources  
GCTD

DATE

9-29-25