



## **AGENDA**

**REGULAR BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, FEBRUARY 2, 2022 – 10:00 A.M.**  
GCTD ADMINISTRATIVE FACILITY  
1901 AUTO CENTER DRIVE  
OXNARD, CA 93036-7966  
[www.GoldCoastTransit.org](http://www.GoldCoastTransit.org)

**The meeting will be via ZOOM Webinar**  
<https://us02web.zoom.us/j/89307402004>

DUE TO THE THREAT OF NOVEL CORONAVIRUS (COVID-19), GOVERNOR NEWSOM DECLARED A STATE EMERGENCY, WHICH DECLARATION IS STILL IN EFFECT. IN ACCORDANCE WITH AB 361 AND AT THE RECOMMENDATION OF THE VENTURA COUNTY PUBLIC HEALTH OFFICER THE MEETING WILL BE VIRTUAL. AB 361 ALLOWS THE DISTRICT TO HOLD BOARD MEETINGS VIA TELECONFERENCING AND ALLOWS FOR MEMBERS OF THE PUBLIC TO OBSERVE AND ADDRESS THE MEETING TELEPHONICALLY OR ELECTRONICALLY.

MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE BOARD MEETING BY EMAILING THEIR PUBLIC COMMENTS TO THE CLERK OF THE BOARD PRIOR TO 9:00 AM ON FEBRUARY 2, 2022. IN ADDITION, MEMBERS MAY PARTICIPATE IN THE MEETING BY LOGGING INTO ZOOM [HERE](#) ANY MEMBER OF THE PUBLIC REQUESTING ACCOMMODATION TO PARTICIPATE IN THIS MEETING VIA PHONE, MAY CONTACT THE CLERK OF THE BOARD PRIOR TO 9:00 AM ON FEBRUARY 2, 2022 AT 805-483-3959 X 160 OR [ADELGADO@GCTD.ORG](mailto:ADELGADO@GCTD.ORG).

### **CALL TO ORDER**

### **ROLL CALL**

Chair – Bryan MacDonald, City of Oxnard  
Vice Chair – Matt LaVere, County of Ventura  
Director – Mike Johnson, City of Ventura  
Director – Richard Rollins, City of Port Hueneme  
Director – Randy Haney, City of Ojai

### **CEREMONIAL CALENDAR**

- Pledge of Allegiance
- Employee Recognition

Rita Alaniz – Bus Operator – 5 Years  
Francisco Antillon – Bus Operator – 5 Years  
Chuck Harry Nicolai – Bus Operator – 15 Years  
Cesar Jasso – Bus Operator – 20 Years  
Francisco Leon – Bus Operator – 20 Years

### **GOLD COAST TRANSIT DISTRICT**

**Gold Coast Transit District**  
Board of Directors Meeting  
February 2, 2022

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## **GENERAL PUBLIC COMMENT PERIOD**

At this time, the Gold Coast Transit District Board of Directors will consider public comment for business matters that are not on the agenda. Each speaker is limited to three (3) minutes. The presiding officer shall enforce the time limit. Such matters cannot be discussed by the Board at the time of presentation but may be referred to the general manager/secretary for administrative action or public report at a later meeting or scheduled on a subsequent agenda for consideration. This rule shall not prohibit a member of the Board, at this time, from briefly responding to a public statement, or question or proposed initiative, as provided in Government Code Section 54954.2. Speakers are requested to complete a green speaker form, available from the Clerk of the Board, and file it with the Clerk before speaking.

## **BOARD OF DIRECTORS' REPORTS**

### **GENERAL MANAGER'S REPORT**

**AGENDA REVIEW** - Any changes to the agenda may be made at this time.

### **CONSENT AGENDA**

1. [Consider Approval of Minutes of January 5, 2022, Board of Directors Meeting](#)
2. [Consider Approval of Expenditures for the Month of November 2021](#)
3. [Consider Approval of Budget Income Statement for Month Ending November 30, 2021](#)
4. [Report of Contracts Awarded](#)
5. [Consider Reconfirming Resolution 2021-09 Authorizing Virtual Board and Committee Meetings Pursuant to AB 361](#)

### **FORMAL ITEMS - PUBLIC COMMENTS ON AGENDA ITEMS**

The GCTD Board of Directors will consider public comment on any item appearing on the agenda at the time that agenda item has been called by the presiding officer and after the staff report has been given. Each speaker is limited to five (5) minutes comment total on all agenda items. Speakers are requested to complete a green speaker form, available from the Clerk of the Board or on the speaker's podium, and file it with the Clerk before speaking.

6. [Consider Adoption of Resolutions 2022-01 \(Administrative\); 2022-02 \(Bus Operators\); and 2022-03 \(Mechanical\), Approving the Memorandum of Understanding \(MOU\) Between GCTD and Service Employees International Union \(SEIU\) Local 721 — Alex Zaretsky, Acting Human Resources Director and EEO Officer](#)
7. [Consider Adoption of Resolution #2022-04 to Implement Revisions to GCTD Personnel Rules effective February 2, 2022 – Alex Zaretsky, Acting Human Resources Director and EEO Officer](#)
8. [Consider Approval of Adjustment to GCTD Non-Represented Salary Ranges effective June 27, 2021 - Dawn Perkins, Director of Finance](#)

**Gold Coast Transit District**  
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9. **Consider Selection of Conceptual Future Fleet Composition and ZEB Technology for Further Study as Part of GCTD's Zero Emissions Transition Plan – James Beck, Director of Operations and Maintenance**

**INFORMATIONAL ITEMS**

10. **Receive Fixed Route and ACCESS Services Quarterly Update – 2<sup>nd</sup> Quarter FY 2021-22** Matt Miller, Planning Manager and Margaret Schoep, Paratransit and Special Projects Manager
11. **Future Agenda Items – Vanessa Rauschenberger, Acting Assistant General Manager**

**CLOSED SESSION**

12. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation Significant exposure to litigation pursuant to § 54956.9(d)(2): One case
13. PUBLIC EMPLOYEE APPOINTMENT TITLE: GENERAL MANAGER

The next regular meeting of the GCTD Board of Directors will be held on **MARCH 2, 2022 at 10:00 A.M. via Zoom Webinar**. Copies of administrative reports relating to the Board agenda are available on-line at [www.GoldCoastTransit.org](http://www.GoldCoastTransit.org) or from the Clerk of the Board, Gold Coast Transit District, 1901 Auto Center Drive, Oxnard, CA, 93036-7966.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THE MEETING, PLEASE CONTACT THE CLERK OF THE BOARD AT (805) 483-3959, Ext. 160, OR E-MAIL <a href="mailto:adelgado@gctd.org">adelgado@gctd.org</a> OR THROUGH THE CALIFORNIA RELAY SERVICE AT 711. NOTIFICATION 72 HOURS PRIOR TO THE MEETING WILL ENABLE GCTD TO MAKE REASONABLE ACCOMMODATIONS TO ENSURE ACCESSIBILITY TO THE MEETING.
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# EMPLOYEE RECOGNITIONS

February 2022



### 5 Years Service Award



Rita Alaniz joined GCTD 5 years ago on February 7, 2017. She loves her coworkers and loves being a bus operator because she gets to help people.

On her days off, she enjoys spending time with her kids and hanging out with her family.

Rita would like to thank Gold Coast Transit for the opportunity to serve the community where she grew up.



# Francisco Antillon,

## Bus Operator

### 5 Years Service Award



Francisco Antillon joined Gold Coast as a Bus Operator on February 7, 2017. He stated the following about working for Gold Coast:

“Working for Gold Coast Transit District has had a tremendous impact on my life. It has provided me with more opportunities and stability, which I am very grateful for.”

Francisco likes to go out with his friends and enjoy tacos and margaritas on his days off. He also enjoys watching movies and spending time with loved ones. His favorite quote is “You will face many defeats in life, but never let yourself be defeated,” by Maya Angelou.



### 15 Years Service Award



Chuck (Harry) Nicolai is a very quiet driver, but he gets his job done. He's been with Gold Coast Transit since February 15, 2007. He says he enjoys serving the public and loves talking to people.

On his days off, he likes to go sailing, scuba diving, fishing, bicycling, and hiking. Mr. Nicolai would like to thank GCTD for the family work environment where he truly enjoys coming to work.



# Cesar Jasso,

## Bus Operator

### 20 Years Service Award



Cesar Jasso has been part of the Gold Coast Transit community for 20 years. Cesar joined as a Bus Operator on February 11, 2002. He enjoys helping the public especially working with elderly passengers. He said that over the last 20 years, he notices that our routes have been improved and most of our passengers are very happy with our services.

On his days off, he keeps himself busy with work around the house but still finds time to have a date night with his wife who he's been married for 25 years. Cesar reminds himself, "Safety first, always drive defensively, and expect the unexpected," every day before he goes out.



## 20 Years Service Award

Francisco Leon joined GCTD 20 years ago on February 11, 2002 with his cousin Cesar Jasso. He said he was the gentleman and opened the door for Cesar, and that's how Cesar got seniority over him.

Francisco said he likes spending time with his family on his days off. He enjoys BBQing, fishing, but mostly relaxing. What he likes most about working at GCTD is talking with his coworkers and providing services to his hometown.





Item #1

**MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING  
WEDNESDAY, JANUARY 5, 2022 – 10:00 A.M.  
THIS MEETING WAS HELD VIA-ZOOM**

**Call to Order**

Chair Bryan MacDonald called the regular meeting of the Board of Directors of Gold Coast Transit District to order at 10:01 AM at the GCTD Administrative Facility, 1901 Auto Center Drive, Oxnard, California and via Zoom. Due to COVID-19 this meeting was also made available via Zoom for the public.

**Roll Call Present– via Zoom**

Chair Bryan MacDonald – City of Oxnard – In person  
Vice Chair Matt LaVere – County of Ventura  
Director Mike Johnson – City of Ventura  
Director Richard Rollins – City of Port Hueneme - Absent  
Director Randy Haney – City of Ojai

**Staff Present – via Zoom**

Steven Brown, General Manager  
Steven DeBaun, General Counsel  
Vanessa Rauschenberger, Acting Assistant General Manager  
James Beck, Director of Operations & Maintenance  
Marlena Kohler, Purchasing Manager & DBE Officer  
Margaret Schoep, Paratransit & Special Projects Manager  
Robert Lucio, Mobility Management Coordinator  
Angie Delgado, Clerk of the Board

**Ceremonial Calendar**

The pledge of allegiance was led by Mr. Johnson

**Employee Recognition**

- **Louis Annino, Operator/10 years**
- **Manuel Ayala, Operator/10 years**
- **James White, Operator/10 years**
- **Johnny Zaragoza, Operator/Million Mile**
- **Robert Magana, Transit Supervisor/10 years**

Members of the Board congratulated and thanked employees for their years of service.

**General Public Comment**

Doug Overton, Jeremy Adams, and Lupe Juarez spoke during the public comment period.

**GOLD COAST TRANSIT DISTRICT**

## **Board of Directors Reports**

None

## **General Manager Reports**

Mr. Brown provided the Board Members with the updated General Managers report. He also announced that there was a Job Fair taking place in front of the building, which offered Maintenance and Operation positions. GCTD is also currently interviewing for the Finance department. In addition, Mr. Brown made the announcement that GCTD will be closing its doors to the public due to the recent Covid outbreak as most cities in the area are doing, He plans to close for a three-week period. The public can call to schedule an appointment.

## **Consent Agenda**

1. [Consider Approval of Minutes of December 1, 2021, Board of Directors Meeting](#)
2. [Consider Approval of Expenditures for the Months of July to October 2021](#)
3. [Consider Approval of Treasurer's Report for the Months of July to October 2021](#)
4. [Consider Approval of Budget Income Statement for Months Ending July to October 31, 2021](#)
5. [Consider Approval of Financial Statements & Schedule of Money Transfers for the Months of July to October 2021](#)
6. [Report of Contracts Awarded – Marlena Kohler, Purchasing Manager](#)
7. [Consider Reconfirming Resolution 2021-09 Authorizing Virtual Board and Committee Meetings Pursuant to AB 361 - Vanessa Rauschenberger, Acting Assistant General Manager](#)

Director Rollins moved to approve Consent Agenda Items 1 through 7. Vice Chair LaVere seconded the motion.

**The motion passed unanimously.**

## **FORMAL ITEMS - PUBLIC COMMENTS ON AGENDA ITEMS**

The Gold Coast Transit District Board of Directors will consider public comment on any item appearing on the agenda at the time that agenda item has been called by the presiding officer and after the staff report has been given. Each speaker is limited to three (3) minutes comment total on all agenda items. Members of the public must submit their request by email to the Clerk of the Board prior to 9am on the day of the Board Meeting.

8. [Consider Approval of a Contract Extension with Steven P. Brown, General Manager for a Period of 3 months to no later than March 30, 2022 or when a New General Manager is employed by the District – Steven C. DeBaun, General Counsel](#)

Mr. DeBaun requested a three-month extension of the current General Manager, Steven Brown. The three-month extension is proposed to allow continuity of leadership during the selection process for a new General Manager.

Director Johnson moved to approve Approval of a Contract Extension with Steven P. Brown. Vice Chair LaVere seconded the motion.

**The motion passed unanimously.**

**9. Consider Approval of the Selection of Respondents Identified by RFQ 21-15 to Proceed with the Request for Proposal for the 301 East 3rd Street Property – Marlena Kohler, Purchasing Manager**

Ms. Kohler stated GCTD had issued a Request for Qualifications (RFQ) on August 26, 2021, to identify potential qualified developers for GCTD's 301 East 3rd Street property. In response to the RFQ, a total of ten (10) response submittals were received, all of which were from qualified and experienced development firms. To facilitate a more efficient and focused Request for Proposals (RFP) process, a limited number of RFQ respondents will be invited to participate. Staff has evaluated all the RFQ response submittals and identified four (4) of the ten (10) RFQ Respondents that are being recommended for participation in the upcoming Request for Proposals process. All RFQ response submittals were evaluated by staff, as well as GCTD's consultant team, Dyer Sheehan Group, Inc., and the Board-appointed Ad Hoc Committee.

It is recommended that the Board approve staff's selection of the four (4) RFQ respondents deemed to be most qualified, based upon their RFQ response submittals, to be invited to participate in the upcoming Request for Proposal (RFP) process for redevelopment of 301 East 3rd Street. A summary of the ten (10) RFQ responses are attached to this report.

The table below shows the results of that review and the four (4) firms that staff is recommending to proceed with the RFP process.

<b>Recommended Top Four (4) Firms <i>(In Alphabetical Order)</i></b>	
<b>Clifford Beers Housing</b>	
<b>Gold Coast Partners <i>(Century Housing + Cabrillo Economic Development Corp.)</i></b>	
<b>Many Mansions</b>	
<b>McCormack Baron Salazar</b>	

Director Haney moved to approve Consider Approval of the Selection of Respondents Identified by RFQ 21-15 to Proceed with the Request for Proposal for the 301 East 3<sup>rd</sup> Street Property. Vice Chair LaVere seconded the motion.

**The motion passed unanimously.**

**INFORMATIONAL ITEMS**

**10. Receive and File Six Month Late Night Safe Rides Service Update – Margaret Schoep, Paratransit & Special Projects Manager & Robert Lucio, Mobility Management Coordinator**

The report was filed and received.

**11. Receive Update on Zero Emissions Transition Plan with Presentation on Initial Findings by Stantec – James Beck, Director of Operations and Maintenance**

The report was filed and received.

**12. Future Agenda Items – Vanessa Rauschenberger, Acting Assistant General Manager**

The report was filed and received.

## **CLOSED SESSION**

**13. CONFERENCE WITH LABOR NEGOTIATORS** – Agency designated representatives: General Manager or designee – Employee organization: SEIU

There were no announcements from the Closed Session.

There being no further business, Chair Bryan MacDonald adjourned the Board of Directors meeting at 11:32 AM.

Minutes recorded by: Angie Delgado, Clerk of the Board of Directors

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Steven P. Brown  
Secretary of the Board of Directors

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Chair Bryan MacDonald  
Board of Directors

Unless otherwise determined by the Board of Directors, the next meeting of the GCTD Board of Directors will be on **February 2, 2022, at 10:00 A.M. Held via-ZOOM**. Copies of administrative reports relating to the Board agenda are available on-line at [www.gctd.org](http://www.gctd.org) or from the Clerk of the Board, Gold Coast Transit District, 1901 Auto Center Drive, Oxnard, CA 93036.



**Item #2**

**DATE** February 2, 2022  
**TO** GCTD Board of Directors  
**FROM** Dawn Perkins, Director of Finance *slp*  
**SUBJECT** **Consider the Approval of Expenditures for the Month of November 2021**

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Attached is a list of expenditures for the month of November 2021 from the various GCTD Accounts.

If any member of the Board wishes to review a particular item, please contact me to have the necessary documentation on hand for the meeting.

**Attachments:**

Accounts Payable Disbursement List – November 2021

**GENERAL MANAGER CONCURRENCE**

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Steven P. Brown  
General Manager

**GOLD COAST TRANSIT DISTRICT**

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA  
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG



# Accounts Payable Disbursement List

Vendor #	Name	Check #	Date	Amount	Voided	Comments
T0415	3D OF OXNARD SUPPLY	83377	11/10/2021	\$45.82		SUPPLIES
F0913	4IMPRINT INC.	83394	11/17/2021	\$9,656.64		ADVERTISING
R1400	ACCOMTEMPS A ROBERT HALF COMPANY	83368	11/10/2021	\$4,398.90		TEMPORARY HELP
A0109	AFFORDABLE AUTO GLASS	83309	11/10/2021	\$125.00		AUTO GLASS REPAIR
A0918	AIRGAS USA, LLC	83310	11/10/2021	\$105.60		MAINTENANCE SUPPLIES
A1308	AMERICAN MOVING PARTS	83312	11/10/2021	\$975.88		PARTS
A1801	ARAMARK UNIFORM & CAREER APPAREL GROUP	83313	11/10/2021	\$905.69		UNIFORMS
A1900	ASBURY ENVIRONMENTAL SERVICES	83314	11/10/2021	\$65.00		HAZMAT DISPOSAL SERVICES
A1900	ASBURY ENVIRONMENTAL SERVICES	83406	11/23/2021	\$65.00		HAZMAT DISPOSAL SERVICES
A1920	ASSURANT EMPLOYEE BENEFITS	83285	11/3/2021	\$1,700.52		DENTAL PREMIUMS
A2020	AT&T	83407	11/23/2021	\$345.35		TELEPHONE SRV
B0503	BECNEL UNIFORMS	83391	11/17/2021	\$1,925.52		UNIFORMS
B0211	BEST BEST & KRIEGER LLP	83286	11/3/2021	\$19,443.42		GENERAL COUNSEL SERVICE
B0211	BEST BEST & KRIEGER LLP	83315	11/10/2021	\$0.00	<input checked="" type="checkbox"/>	GENERAL COUNSEL SERVICE
B0211	BEST BEST & KRIEGER LLP	83316	11/10/2021	\$96,267.62		GENERAL COUNSEL SERVICE
B1808	BRINK'S, INCORPORATED	83408	11/23/2021	\$732.26		ARMORED CAR SERVICE
B1814	BROWN ARMSTRONG ACCOUNTANCY CORP.	83287	11/3/2021	\$1,000.00		PROFESSIONAL SERVICES
C0148	CATTLIDGE, WILL	83289	11/3/2021	\$96.10		EMPLOYEE REIMBURSEMENT
L0507	CHIHARU ENDO	83396	11/17/2021	\$1,034.48		EXPENSE REIMBURSEMENT
C0922	CITI CARDS	83320	11/10/2021	\$483.61		OFFICE SUPPLIES
O2414	CITY OF OXNARD	83356	11/10/2021	\$0.00	<input checked="" type="checkbox"/>	UTILITIES/TRASH
O2414	CITY OF OXNARD	83357	11/10/2021	\$0.00	<input checked="" type="checkbox"/>	UTILITIES/TRASH
O2414	CITY OF OXNARD	83358	11/10/2021	\$4,306.21		UTILITIES/TRASH
O2413	CITY OF OXNARD	83424	11/23/2021	\$1,270.80		UTILITIES/TRASH
C1504	COASTAL OCCUPATIONAL MEDICAL GROUP	83321	11/10/2021	\$5,280.00		PHYSICALS/DRUG SCREENS
C1540	COMPUWAVE, INC.	83290	11/3/2021	\$43,738.79		LAPTOPS
V0501	COUNTY OF VENTURA - IT SVCS. DEPT.	83306	11/3/2021	\$189.00		REPEATER SITE RENTAL
C1805	CREATIVE BUS SALES	83323	11/10/2021	\$1,251.67		BUS PARTS
C2115	CUMMINS PACIFIC LLC	83324	11/10/2021	\$0.00	<input checked="" type="checkbox"/>	PARTS
C2115	CUMMINS PACIFIC LLC	83325	11/10/2021	\$23,601.28		PARTS
C2115	CUMMINS PACIFIC LLC	83409	11/23/2021	\$2,859.79		PARTS
D0114	DANIELS TIRE SERVICE	83411	11/23/2021	\$829.77		TIRES/SERVICES
D0122	DAVMAR	83326	11/10/2021	\$158.18		CNG COMPRESSOR
H1520	DCH HONDA OF OXNARD	83337	11/10/2021	\$368.27		PARTS
D0519	DESTIN THOMAS COMMUNICATIONS &	83291	11/3/2021	\$45.79		RADIO REPAIRS
D1504	DOCUMENT SYSTEMS	83292	11/3/2021	\$2,936.98		SERVICE FOR COPIER
D2515	DYER SHEEHAN GROUP, INC.	83328	11/10/2021	\$14,720.00		REDEVELOPMENT CONSULTING
E0409	EDISON CO.	83293	11/3/2021	\$19,714.37		ELECTRICAL POWER
E0409	EDISON CO.	83329	11/10/2021	\$1,437.86		ELECTRICAL POWER
E0048	EMPLOYMENT DEVELOPMENT DEPARTMENT	83393	11/17/2021	\$2,267.72		UNEMPLOYMENT CHARGES
A1219	ERICH KREIG	83311	11/10/2021	\$485.00		SERVICES
F0505	FEDERAL EXPRESS CORP.	83330	11/10/2021	\$79.94		MAIL SERVICES
F0505	FEDERAL EXPRESS CORP.	83412	11/23/2021	\$16.53		MAIL SERVICES
O1805	FIRST CALL AUTO PARTS	83355	11/10/2021	\$9.28		PARTS
F1815	FRONTIER COMMUNICATIONS	83294	11/3/2021	\$130.98		INTERNET PRVDER-PTSIT CNTR
F1815	FRONTIER COMMUNICATIONS	83331	11/10/2021	\$395.77		INTERNET PRVDER-PTSIT CNTR
F1815	FRONTIER COMMUNICATIONS	83395	11/17/2021	\$871.77		INTERNET PRVDER-PTSIT CNTR
F1815	FRONTIER COMMUNICATIONS	83413	11/23/2021	\$130.98		INTERNET PRVDER-PTSIT CNTR

Vendor #	Name	Check #	Date	Amount	Voided	Comments
G0809	GHI ENERGY, LLC	83415	11/23/2021	\$66,821.17		GNC CREDIT/CONSULTING SERVICE
G0902	GIBBS INTERNATL TRUCKS	83416	11/23/2021	\$54.14		PARTS
G0912	GILLIG LLC	83334	11/10/2021	\$673.31		PARTS
G0912	GILLIG LLC	83417	11/23/2021	\$8,671.97		PARTS
G1801	GRAINGER	83335	11/10/2021	\$1,064.65		MISC PARTS/SUPPLIES
T1506	GREG'S PETROLEUM SERVICE, INC	83380	11/10/2021	\$2,925.28		OIL SUPPLIER
T1506	GREG'S PETROLEUM SERVICE, INC	83434	11/23/2021	\$2,001.17		OIL SUPPLIER
G2013	GTT COMMUNICATIONS, INC.	83336	11/10/2021	\$176.84		TELEPHONE/LONG DIST SRVC
I1411	INIT INNOVATIONS IN TRANSPORTATION, INC.	83297	11/3/2021	\$18,916.69		SCHEDULING SOFTWARE
I1417	INSIGHT STRATEGIES, INC.	83338	11/10/2021	\$10,500.00		TRAINING
I1433	INSTRUMENT CONTROL SERVICES	83340	11/10/2021	\$4,530.32		PARTS
I1423	INTERSTATE BATTERIES	83298	11/3/2021	\$760.17		BATTERIES
I1423	INTERSTATE BATTERIES	83339	11/10/2021	\$467.92		BATTERIES
I1414	IRON MOUNTAIN, INC.	83418	11/23/2021	\$99.45		SHREDDING SERVICES
C0822	JENEE CHANDLER	83319	11/10/2021	\$789.47		EXPENSE REIMBURSEMENT
K0511	KELLY CLEANING & SUPPLS, INC.	83341	11/10/2021	\$3,306.00		CLEANING SUPPLIES
K0915	KIMBALL MIDWEST	83419	11/23/2021	\$1,070.34		PARTS
K0915	KIMBALL MIDWEST	83342	11/10/2021	\$43.70		PARTS
L0523	LEWIS BRISBOIS BISGAARD & SMITH LLP	83299	11/3/2021	\$6,336.50		LEGAL SERVICES
L0908	LIGHTGABLER	83343	11/10/2021	\$1,405.00		LEGAL SERVICES
B0902	LOS ANGELES TRUCK CENTERS, LLC	83317	11/10/2021	\$0.00	<input checked="" type="checkbox"/>	PARTS/SERVICES
B0902	LOS ANGELES TRUCK CENTERS, LLC	83318	11/10/2021	\$5,452.82		PARTS/SERVICES
C1550	LYNETTE COVERLY	83322	11/10/2021	\$6,817.50		PROFESSIONAL SERVICES
H0502	MARY MARGARET SCHOEP	83296	11/3/2021	\$377.76		EXPENSE REIMBURSEMENT
M0130	MAURO TAPIA	83420	11/23/2021	\$14.72		EXPENSE REIMBURSEMENT
S0908	MIKE REESE	83371	11/10/2021	\$347.70		EXPENSE REIMBURSEMENT
S0908	MIKE REESE	83428	11/23/2021	\$254.81		EXPENSE REIMBURSEMENT
M1501	MOBILE CREATE USA, INC.	83344	11/10/2021	\$1,267.30		2 WAY RADIO EQUIPMENT
M1520	MOTION INDUSTRIES, INC.	83345	11/10/2021	\$1,497.97		SUPPLIES
M2116	MUNCIE RECLAMATION AND SUPPLY COMPANY	83346	11/10/2021	\$3,582.87		PARTS
M2116	MUNCIE RECLAMATION AND SUPPLY COMPANY	83397	11/17/2021	\$63.15		PARTS
M2116	MUNCIE RECLAMATION AND SUPPLY COMPANY	83421	11/23/2021	\$1,732.35		PARTS
M2220	MV TRANSPORTATION, INC.	83301	11/3/2021	\$182,994.88		GCT ACCESS SERVICE
N0124	NATIONAL AUTO BODY&PAINT	83347	11/10/2021	\$1,095.11		BODY WORK
O0306	OCEANVIEW PLUMBING & ROOTER	83352	11/10/2021	\$85.00		PLUMBING SERVICE
O1004	OJAI VALLEY DIRECTORY	83353	11/10/2021	\$1,700.00		ADVERTISING SERVICES
O1118	OK RADIATOR SHOP INC.	83354	11/10/2021	\$610.32		REPAIRS
P0119	PARKHOUSE TIRE, INC.	83359	11/10/2021	\$4,003.81		TIRES
P0919	PITNEY BOWES GLOBAL	83360	11/10/2021	\$485.26		POSTAGE MACHINE
P1603	PLANETERIA MEDIA LLC	83400	11/17/2021	\$3,300.00		ADVERTISING SERVICES
P1601	PLATINUM TOW AND TRANSPORT INC.	83361	11/10/2021	\$320.00		TOWING SERVICES
P1601	PLATINUM TOW AND TRANSPORT INC.	83425	11/23/2021	\$320.00		TOWING SERVICES
P1602	PLEXUS GLOBAL	83362	11/10/2021	\$92.25		BRACKGRD & DRUG SCREENING
P1807	PREFERRED BENEFIT INSURANCE	83363	11/10/2021	\$0.00	<input checked="" type="checkbox"/>	DENTAL PREMIUMS
P1807	PREFERRED BENEFIT INSURANCE	83364	11/10/2021	\$10,147.10		DENTAL PREMIUMS
P1821	PROFORMA	83365	11/10/2021	\$651.13		ADVERTISING SERVICES
P1821	PROFORMA	83401	11/17/2021	\$2,591.22		ADVERTISING SERVICES
C2118	R.M. CURTIS - WELDING	83410	11/23/2021	\$130.00		WELDING SERVICES
R0126	RAYNE WATER CONDITIONING	83426	11/23/2021	\$178.80		WATER COOLER BREAK ROOM
R0504	RED WING SHOE STORE	83366	11/10/2021	\$218.77		SAFETY SHOES
R0913	RINGLEADER, INC	83402	11/17/2021	\$373.59		TELEPHONE/LONG DIST SRVC
L2109	ROBERT LUCIO	83300	11/3/2021	\$1,392.01		EMPLOYEE REIMBURSEMENT
R0510	ROMAINE ELECTRIC CORPORATION	83367	11/10/2021	\$2,045.16		BUS PARTS

Vendor #	Name	Check #	Date	Amount	Voided	Comments
R2102	RUBBER NECK SIGNS	83369	11/10/2021	\$5,300.25		SERVICES
R2102	RUBBER NECK SIGNS	83403	11/17/2021	\$3,369.91		SERVICES
R2102	RUBBER NECK SIGNS	83427	11/23/2021	\$3,369.90		SERVICES
W0925	SANDRA WILEY	83307	11/3/2021	\$12.00		EMPLOYEE REIMBURSEMENT
S0319	SCR TTC	83370	11/10/2021	\$1,000.00		TRAINING
S0518	SERVICE EMPLOYEES INT'L UNION LOCAL #721	83302	11/3/2021	\$4,069.41		P/R DEDUCTION
S0917	SINCLAIR SANITARY SUPPLY	83372	11/10/2021	\$95.09		SUPPLIES
S0919	SITEONE LANDSCAPE SUPPLY, LLC	83373	11/10/2021	\$36.30		MAINTENANCE SUPPLIES
S0919	SITEONE LANDSCAPE SUPPLY, LLC	83429	11/23/2021	\$9.96		MAINTENANCE SUPPLIES
G0514	SOUTHERN COUNTIES FUELS	83333	11/10/2021	\$1,263.81		OIL/LUBE PRODUCTS
S1624	SPX CORPORATION	83430	11/23/2021	\$0.00	<input checked="" type="checkbox"/>	PARTS
S1624	SPX CORPORATION	83431	11/23/2021	\$3,884.27		PARTS
S1925	STANTEC CONSULTING SERVICES INC.	83303	11/3/2021	\$7,611.25		CONSULTING SERVICE
S2000	STAPLES ADVANTAGE	83374	11/10/2021	\$487.36		OFFICE SUPPLIES
B1816	STEVEN P. BROWN	83288	11/3/2021	\$44.65		EMPLOYEE REIMBURSEMENT
S2126	SUPERIOR PRINTING & GRAPHICS, INC	83304	11/3/2021	\$335.40		PRINTING SERVICES
S2126	SUPERIOR PRINTING & GRAPHICS, INC	83376	11/10/2021	\$441.38		PRINTING SERVICES
S2119	SUPERIOR SANITARY SUPPLIES	83375	11/10/2021	\$1,657.97		SUPPLIES
S2119	SUPERIOR SANITARY SUPPLIES	83432	11/23/2021	\$1,891.53		SUPPLIES
T0503	TEAMSTERS LOCAL 186	83305	11/3/2021	\$100.40		PAYROLL DEDUCTION
T0503	TEAMSTERS LOCAL 186	83378	11/10/2021	\$1,156.00		PAYROLL DEDUCTION
T0514	TELCOM COMMUNICATIONS	83433	11/23/2021	\$2,141.01		RADIO SERVICE
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83348	11/10/2021	\$0.00		PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83349	11/10/2021	\$0.00		PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83350	11/10/2021	\$0.00		PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83351	11/10/2021	\$22,439.17		PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83398	11/17/2021	\$0.00		PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83399	11/17/2021	\$929.35		PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY, LLC	83422	11/23/2021	\$385.24		PARTS/BUSES
G0120	THE GAS COMPANY	83295	11/3/2021	\$657.63		NATURAL GAS
G0120	THE GAS COMPANY	83332	11/10/2021	\$27,814.83		NATURAL GAS
G0120	THE GAS COMPANY	83414	11/23/2021	\$965.97		NATURAL GAS
T0810	THINK INK	83379	11/10/2021	\$108.00		TONER
T1832	TRILLIUM USA COMPANY, LLC	83382	11/10/2021	\$5,200.00		CNG CREDIT/CONSTNG SERVICE
T1831	TRUE NORTH LEADERSHIP, INC.	83381	11/10/2021	\$4,000.00		TRAINING
T1910	TST PRIVATE SECURITY	83383	11/10/2021	\$21,840.12		SECURITY SERVICES
U1902	U.S. BANK	83385	11/10/2021	\$6,411.61		CALCARD PAYMENT
U1925	UPRISING ENTERPRISES, LLC.	83386	11/10/2021	\$2,400.00		
U1802	URBAN TRANSPORTATION	83384	11/10/2021	\$6,000.00		AUTO PASSENGER COUNT SYST
V0112	VALLEY POWER SYSTEMS, INC.	83387	11/10/2021	\$48.67		RAPAIR PARTS/SERVICE
O2402	VENTURA COUNTY AUTO SUPPLY	83423	11/23/2021	\$494.35		PARTS
V0513	VENTURA COUNTY STAR	83404	11/17/2021	\$1,171.15		ADVERTISING
V0537	VENTURA COUNTY TRANSPORTATION COMM	83405	11/17/2021	\$7,355.00		
V0523	VENTURA HOSE-MAN	83388	11/10/2021	\$83.59		REPAIR PARTS/SUPPLIES
V1809	VERIZON	83390	11/10/2021	\$1,110.76		PHONE SRVC-CSC
V1525	VOYAGER	83389	11/10/2021	\$1,063.92		CNG FUEL FOR ACCESS
D0928	WEX HEALTH, INC.	83327	11/10/2021	\$252.75		FSA ADMINISTRATIVE FEE
D0928	WEX HEALTH, INC.	83392	11/17/2021	\$249.15		FSA ADMINISTRATIVE FEE
W1519	WORLDNET COMMUNICATION SERVICES INC.	83308	11/3/2021	\$7.88		TELEPHONE/LONG DIST SRVC
W1519	WORLDNET COMMUNICATION SERVICES INC.	83435	11/23/2021	\$8.90		TELEPHONE/LONG DIST SRVC

**Total: \$780,502.48**



**DATE** February 2, 2022 **Item #3**

**TO** GCTD Board of Directors

**FROM** Dawn Perkins, Director of Finance *slp*

**SUBJECT** **Consider Approval of Budget Income Statement for the Month Ending November 30, 2021**

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Attached for the Board's approval is a copy of GCTD's Budget Income Statement covering the period ending November 30, 2021.

Attachment

**GENERAL MANAGER'S CONCURRENCE**

---

Steven P. Brown  
General Manager

**GOLD COAST TRANSIT DISTRICT**

**GOLD COAST TRANSIT DISTRICT**  
**MONTHLY BUDGET INCOME STATEMENT**  
**For Five (5) Months Ending November 30, 2021**

**Item # 4**

**Operating Budget**

	<b>Adopted Budget</b>	<b>Year-to-Date</b>	<b>Percent of Budget Used</b>
<b>Revenues:</b>			
Passenger Fares	\$ 2,870,124	\$ 779,299	27.2%
Non-Operating Revenues	\$ 788,000	\$ 411,718	52.2%
State Assistance	\$ 244,722	\$ 66,538	27.2%
Local Assistance	\$ 16,466,666	2,591,834	15.7%
Federal Demo Projects	\$ 783,154	-	0.0%
Federal Assistance	\$ 7,638,656	319,830	4.2%
<b>Total Revenues</b>	<b>\$ 28,791,322</b>	<b>\$ 4,169,219</b>	<b>14.5%</b>

**Expenses:**

**FUNCTIONAL CATEGORIES**

Employee Support	\$ 20,606,491	\$ 8,444,951	41.0%
Service/Supplies - Operational	5,988,703	1,207,620	20.2%
Service/Supplies - Support	2,196,127	802,099	36.5%
<b>Total, Functional Categories</b>	<b>\$ 28,791,321</b>	<b>\$ 10,454,670</b>	<b>36.3%</b>

**OPERATIONAL CATEGORIES**

Fixed Route	\$ 14,722,461	\$ 5,908,224	40.1%
Maintenance	3,264,685	1,527,697	46.8%
Administration	4,844,311	1,822,345	37.6%
Planning and Marketing/Paratransit	5,959,864	1,196,405	20.1%
<b>Total, Operational Categories</b>	<b>\$ 28,791,321</b>	<b>\$ 10,454,670</b>	<b>36.3%</b>

**Excess or (Deficit)**

<b>\$ -</b>	<b>\$ (6,285,451)</b>
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February 2, 2022

Item #4

**TO** GCTD Board of Directors

**FROM** Marlena Kohler, Purchasing Manager *MLK*

**SUBJECT** Report of Contracts Awarded.

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**SUMMARY**

As requested by the Board of Directors on December 2, 2020 and in accordance with the GCTD Purchasing Resolution, staff is to provide a monthly report of all purchases issued by this agency. The attached report lists all purchase orders awarded since the January 2022 Board meeting.

**RECOMMENDATION**

**It is recommended that the Board of Directors receive and file this report.**

**GENERAL MANAGER'S CONCURRENCE**

---

Steven P. Brown  
General Manager

**GOLD COAST TRANSIT DISTRICT**



CONTRACTS/PO AWARDED  
FEBRUARY 2022

Date Ordered	Name	PO#	Description	Cost
<b>PROCUREMENT</b>				
12/29/2021	THE AFTERMARKET PARTS COMPANY, LLC	M0048918	GLASS ENT DOOR REAR TOP	\$11,133.06
1/5/2022	TAFT ELECTRIC COMPANY	M0048925	Installation of Electrical Charger	\$14,900.00
1/5/2022	A 1 AUDIO VIDEO	A0010244	A/V work	\$2,100.00
1/10/2022	CCI OFFICE TECHNOLOGIES	A0010245	Annual Equipment Contract	\$1,111.36
1/10/2022	CLEAN ENERGY	M0048939	CNG Maintenance	\$18,020.00
1/13/2022	PLANETERIA MEDIA LLC	P0030256	Annual Website Maintenance	\$6,600.00
1/18/2022	COMPUWAVE, INC.	A0010246	PowerEdge Server	\$18,665.36
1/18/2022	SUPERIOR PRINTING & GRAPHICS, INC	A0010247	Printing Services	\$3,213.33
			<b>Procurement Total</b>	<b>\$75,743.11</b>
<b>PARTS</b>				
12/21/2021	THE AFTERMARKET PARTS COMPANY, LLC	M0048910	AIR BAG, FRONT/REAR	\$3,203.07
12/21/2021	GILLIG LLC	M0048909	ROD LATCH ASSM	\$619.81
12/27/2021	LOS ANGELES TRUCK CENTERS, LLC	M0048913	FILTER, AIR	\$4,142.91
12/27/2021	GILLIG LLC	M0048916	PIVOT, FORE ENT DOOR	\$2,463.04
12/27/2021	MUNCIE RECLAMATION AND SUPPLY COMPANY	M0048914	SERVICE KIT, SPINNER	\$981.96
12/27/2021	ROMAINE ELECTRIC CORPORATION	M0048912	Regulator, 24V	\$841.44
12/27/2021	AMERICAN MOVING PARTS	M0048911	VALVE, RELAY	\$811.36
12/27/2021	INTERSTATE BATTERIES	M0048915	BATTERY - INTERSTATE	\$467.92
12/29/2021	RUDOLPH COBOS	M0048920	SEMI-ANNUAL VISIT 12/13/2021	\$3,712.00
12/29/2021	GENFARE	M0048919	S/A SHAFT NO. 4B	\$419.78
12/30/2021	SOUTHERN COUNTIES FUELS	M0048921	GEARLUBE 80W90 GL5	\$1,316.24
1/2/2022	GREG'S PETROLEUM SERVICE, INC	M0048922	VALVOLINE PREMIUM BLUE 9200 15W-40	\$2,001.16
1/3/2022	UNITED TRANSMISSION EXCHANGE	M0048923	B-400B Transmission Gen4	\$3,818.29
1/3/2022	ROMAINE ELECTRIC CORPORATION	M0048924	SPARK PLUGS, DENSO	\$677.53
1/5/2022	GILLIG LLC	M0048926	AIR CONNECTOR, QUICK RELEASE	\$907.23
1/5/2022	CUMMINS PACIFIC LLC	M0048928	Sensor, Humidity	\$415.84
1/5/2022	VALLEY POWER SYSTEMS, INC.	M0048927	SHIFT SELECTOR, ALLISON	\$411.49
1/6/2022	THE AFTERMARKET PARTS COMPANY, LLC	M0048933	FUEL MANIFOLD	\$8,200.76
1/6/2022	CUMMINS PACIFIC LLC	M0048930	Tube, Oil Gauge	\$716.84
1/6/2022	GILLIG LLC	M0048931	PUMP, WASHER	\$175.82
1/6/2022	MUNCIE RECLAMATION AND SUPPLY COMPANY	M0048932	CAP, OIL FILLER	\$135.46
1/6/2022	DCH HONDA OF OXNARD	M0048929	MAIN FUSE FOR HONDA CIVIC	\$11.92
1/7/2022	CUMMINS PACIFIC LLC	M0048935	CYLINDER HEAD 8.9L	\$7,136.98
1/7/2022	CUMMINS PACIFIC LLC	M0048934	ECM	\$2,869.78
1/10/2022	AMERICAN MOVING PARTS	M0048938	REBUILT BRAKE DRUM KIT	\$7,116.65
1/10/2022	GILLIG LLC	M0048940	3/4 INCH BALL VALVE	\$1,846.18
1/10/2022	MUNCIE RECLAMATION AND SUPPLY COMPANY	M0048937	BRAKE PADS	\$1,565.44
1/10/2022	GILLIG LLC	M0048936	Seal, Rear Inner	\$733.22
1/11/2022	CHK AMERICA INC.	P0030255	Timepoint ASPs	\$5,169.71
1/11/2022	LOS ANGELES TRUCK CENTERS, LLC	M0048943	FILTER OIL	\$2,657.00
1/11/2022	THE AFTERMARKET PARTS COMPANY, LLC	M0048941	BRACKET WELDED ASSEMBLY	\$1,657.98
1/11/2022	INTERSTATE BATTERIES	M0048942	BATTERY - INTERSTATE	\$701.88
1/13/2022	GREG'S PETROLEUM SERVICE, INC	M0048946	VALVOLINE PREMIUM BLUE 9200 15W-40	\$1,693.12
1/13/2022	GILLIG LLC	M0048945	3/4 INCH BALL VALVE	\$956.35
1/15/2022	LOS ANGELES TRUCK CENTERS, LLC	M0048947	CORE CHARGES - 107794	\$163.88
1/17/2022	GILLIG LLC	M0048948	VALVE, REAR LEVELING	\$3,066.33
1/17/2022	THE AFTERMARKET PARTS COMPANY, LLC	M0048949	SLIDE, DRIVERS SEAT	\$2,384.85
1/17/2022	SPX CORPORATION	M0048950	PRINT HEAD KHT-51-8MPE1-GF	\$546.03
1/18/2022	CUMMINS PACIFIC LLC	M0048951	RECTANGULAR RING	\$1,416.53
1/18/2022	ROMAINE ELECTRIC CORPORATION	M0048953	Regulator, Alt	\$838.08
1/18/2022	GILLIG LLC	M0048952	Bearing, Front Inner Cup	\$279.63
1/19/2022	LOS ANGELES TRUCK CENTERS, LLC	M0048954	AIR DRYER DESICCANT CARTRIDGE	\$424.02
1/19/2022	VALLEY POWER SYSTEMS, INC.	M0048956	SWITCH ASSEMBLY	\$259.91
			<b>Parts Total</b>	<b>\$79,935.42</b>
			<b>Grand Total</b>	<b>\$155,678.53</b>



Item #5

**DATE** February 2, 2022

**TO** GCTD Board of Directors

**FROM** Vanessa Rauschenberger, Acting Assistant General Manager

**SUBJECT** **Consider Reconfirming Resolution 2021-09 Authorizing Virtual Board and Committee Meetings Pursuant to AB 361**

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### **SUMMARY**

Since the start of the pandemic, the Board of Directors has been holding its regular board meetings virtually in accordance with Executive Orders issued by the Governor. The Governor has now rescinded those orders as they relate to the virtual meetings and the legislature has adopted AB 361 reestablishing and amending the requirements to meet virtually.

On November 3, 2021, the Board adopted resolution 2021-09 which authorized continuation of virtual meetings for 30 days. In order to continue meeting virtually, the Board of Director is required to make findings reconfirming the continuation of virtual meetings every 30 days.

### **BACKGROUND**

When the COVID-19 pandemic began, California Governor Gavin Newsom signed an Executive Order that allowed public agencies to meet virtually. The most recent Executive Order, N-33-20, expired on September 30, 2021. On September 16, Governor Newsom signed Assembly Bill (AB) 361. AB 361 gives the option for public agencies to continue meeting virtually until January 1, 2024. This bill allows local agencies to use teleconferencing in compliance with the Ralph M. Brown Act. Pursuant to AB 361, the GCTD Board of Directors must reconsider the continuing need for virtual meetings every thirty (30) days.

Virtual meetings are permitted presently because Governor Newsom has proclaimed a state of emergency. The State of California and many local officials have recommended measures to promote social distancing. If those conditions change, the local agency can still meet virtually if it has determined that physical presence at meetings would present imminent risks to the health and safety of attendees.

### **RECOMMENDATION**

**It is recommended that the Board consider reconfirming GCTD Resolution 2021-09, declaring the need for continuation of virtual Board meetings, pursuant to AB 361.**

**GOLD COAST TRANSIT DISTRICT**

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA  
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG



Item #6

**DATE** February 2, 2022

**TO** GCTD Board of Directors

**FROM** Alex Zaretsky, Acting Human Resources Director  
Vanessa Rauschenberger, Acting Assistant General Manager

**SUBJECT** **Consider Adoption of Resolutions 2022-01 (Administrative); 2022-02 (Bus Operators); and 2022-03 (Mechanical), Approving the Memorandum of Understanding (MOU) Between GCTD and Service Employees International Union (SEIU) Local 721**

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## **I. EXECUTIVE SUMMARY**

GCTD has three established bargaining units with the Service Employees International Union (SEIU) Local 721 (Administrative Support Unit, Bus Operators Unit, and Mechanical Unit). On January 10, 2022, the parties reached a tentative agreement with all three units on a new MOU that is effective from July 1, 2021 through June 30, 2024. It is recommended that the Board Consider Adoption of Resolutions 2022-01 (Administrative); 2022-02 (Bus Operators); and 2022-03 (Mechanical), Approving the Memorandum of Understanding (MOU) Between GCTD and Service Employees International Union (SEIU) Local 721.

## **II. BACKGROUND**

The most recent set of the Memorandum of Understandings (MOU) expired on June 30, 2021 and have been extended by mutual agreement of the parties throughout the term of negotiations. From July 26, 2021, through January 10, 2022, the SEIU 721 bargaining team and GCTD management (GCTD) met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions.

On January 10, 2022, the parties reached an agreement with all three units on a new MOU would be effective from July 1, 2021, through June 30, 2024. This MOU includes a general wage (COLA) increase of 3.00% effective June 27, 2021, 3.50% on June 26, 2022, and 3.00% on June 25, 2023, and an increase to GCTD's medical benefit contributions by 5% annually for the same calendar years. The MOU also includes a number of other administrative and operational changes outlined below.

On January 26, 2022, the members of the Bus Operator Unit, Administrative Unit and Mechanical Unit of SEIU 721 voted to ratify GCTD's contract offer. The full versions of the proposed MOU's (Administrative Unit, Bus Operator Unit, and Mechanical Unit) are attached.

### **GOLD COAST TRANSIT DISTRICT**

**ALL UNITS MOUs include:**

- Wage increase (COLA) 3.0% June 27, 2021, 3.5% June 26, 2022, & 3.0% June 25, 2023
- GCTD Medical Benefit contribution increase up to 5% each year (2022, 2023 & 2024)
- Medical Benefit “opt out” payment of \$150 per month
- Increase tuition reimbursement \$1,200 per fiscal year (increased from \$800)
- Extra days for employees written response to Skelly due process
- Updated employee complaint procedure with response timelines
- Incentive for attendance, increased bonus to \$200 (increased from \$ 150.00)
- Bilingual Pay (Speaking) increase to \$.35 per hour (\$60 / month)

**ADMINISTRATIVE MOU includes:**

- Bilingual Pay (Speaking & Writing) increase to \$.52 per hour (\$90 / month)
- Extra uniforms for Maintenance Material Specialist (12 shirts and pants)
- Work shoe allowance for Maintenance Material Specialist increased to \$200 (from \$ 175)

**BUS OPERATORS MOU includes:**

- New hire pay increase to \$21.75 (increased from \$ 19.87)
- Increased top wage step to \$28.80 (increased from \$ 27.91) before COLA applied
- All Operators including extra board get full time benefits
- Two tier extraboard, with top tier eligible to bid on two guaranteed days off
- Larger extraboard phased in as the number of operators increases

**MECHANICAL MOU includes:**

- Building Maintenance Worker pay increase to Service Worker II
- Extra uniforms: 12 shirts and pants
- Increase in tool allowance increase to \$ 1,000 per fiscal year (increased from \$780)
- Work shoe allowance increased to \$ 200 (increased from \$ 175)

**III. RECOMMENDATION**

**Consider Adoption of Resolutions 2022-01 (Administrative); 2022-02 (Bus Operators); and 2022-03 (Mechanical), Approving the Memorandum of Understanding (MOU) Between GCTD and Service Employees International Union (SEIU) Local 721**

*Steven P. Brown*

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**General Manager's Concurrence**

*Attachments:*

*Resolutions 2022-01 (Administrative); 2022-02 (Bus Operators); and 2022-03 (Mechanical)*

*A: Administrative Unit & Common Articles July 1, 2021-June 30, 2024 – Redline Version*

*B: Bus Operator Unit July 1, 2021-June 30, 2024 – Redline Version*

*C: Mechanical Unit July 1, 2021-June 30, 2024 – Redline Version*

**RESOLUTION NO. 2022-01**

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

WHEREAS, commencing on July 26, 2021, and continuing from time to time through January 10, 2022, the GCTD Administrative Support Unit of Service Employees International Union Local #721 (SEIU), through its duly appointed representatives, and GCTD management (GCTD), through its duly appointed representatives, met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions; and,

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

WHEREAS, SEIU conducted a member election vote on January 26, 2022 which resulted in the members of the Bus Operator Unit approving the agreed upon Memorandum of Understanding between the parties, copies of which are on file in the office of the Clerk; and,

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

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

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY 2022**

\_\_\_\_\_  
**Bryan MacDonald, GCTD Board Chair**

**ATTEST:**

I HEREBY CERTIFY that the foregoing Resolution **2022-01** was duly adopted by the Board of Directors of Gold Coast Transit District at a regular meeting thereof held on the 2<sup>nd</sup> day of February 2022.

\_\_\_\_\_  
**Steven P. Brown, General Manager** (Secretary of the Board)

**RESOLUTION NO. 2022-02**

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

WHEREAS, commencing on July 26, 2021, and continuing from time to time through January 10, 2022, the GCTD Bus Operator Unit of Service Employees International Union Local #721 (SEIU), through its duly appointed representatives, and GCTD management (GCTD), through its duly appointed representatives, met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions; and,

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

WHEREAS, SEIU conducted a member election vote on January 26, 2022 which resulted in the members of the Bus Operator Unit approving the agreed upon Memorandum of Understanding between the parties, copies of which are on file in the office of the Clerk; and,

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

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

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY 2022**

\_\_\_\_\_  
**Bryan MacDonald, GCTD Board Chair**

**ATTEST:**

I HEREBY CERTIFY that the foregoing Resolution **2022-02** was duly adopted by the Board of Directors of Gold Coast Transit District at a regular meeting thereof held on the 2<sup>nd</sup> day of February 2022.

\_\_\_\_\_  
**Steven P. Brown, General Manager** (Secretary of the Board)



**RESOLUTION NO. 2022-03**

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

WHEREAS, commencing on July 26, 2021, and continuing from time to time through January 10, 2022, the GCTD Mechanical Unit of Service Employees International Union Local #721 (SEIU), through its duly appointed representatives, and GCTD management (GCTD), through its duly appointed representatives, met and conferred and exchanged freely information, opinions and proposals concerning wages, hours and working conditions; and,

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

WHEREAS, SEIU conducted a member election vote on January 26, 2022 which resulted in the members of the Bus Operator Unit approving the agreed upon Memorandum of Understanding between the parties, copies of which are on file in the office of the Clerk; and,

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

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

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY 2022**

\_\_\_\_\_  
**Bryan MacDonald, GCTD Board Chair**

**ATTEST:**

I HEREBY CERTIFY that the foregoing Resolution **2022-03** was duly adopted by the Board of Directors of Gold Coast Transit District at a regular meeting thereof held on the 2<sup>nd</sup> day of February 2022.

\_\_\_\_\_  
**Steven P. Brown, General Manager** (Secretary of the Board)

## **ATTACHMENT A- PAGE MARKUPS**

- Exhibit A: Administrative Unit & Common Articles MOU - Final with Redlines**
- Exhibit B: Bus Operator Unit MOU- Final with Redlines**
- Exhibit C: Mechanical Unit MOU - Final with Redlines**

| Marked Up Version

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

| ~~JANUARY 3, 2018 THROUGH JUNE 30, 2021~~

| JULY 1, 2021 THROUGH JUNE 30, 2024

**ADMINISTRATIVE SUPPORT UNIT**

| **AND COMMON ARTICLES**

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# MEMORANDUM OF UNDERSTANDING

## ADMINISTRATIVE SUPPORT UNIT

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

*Part I contains Articles that are specific only to the GCTD-SEIU 721 Administrative Support 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 classifications of:

CUSTOMER SERVICE ASSISTANT  
MAINTENANCE MATERIAL SPECIALIST  
~~MARKETING COORDINATOR~~

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 Administrative Support Unit and approved by Resolution duly adopted by the Board of Directors of GOLD COAST TRANSIT DISTRICT.

This Memorandum of Understanding constitutes the mutual recommendation by the parties to the GCTD Board of Directors that one or more resolutions be adopted

accepting this Memorandum and affecting the changes enumerated herein relative to wages, fringe benefits and other terms of employment for the employees represented by SEIU.

##### **Article 1.03 PARTIES' RIGHTS**

Common Article

##### **Article 1.04 SEVERABILITY**

Common Article

##### **Article 1.05 PAYROLL DEDUCTIONS**

Common Article

##### **Article 1.06 NONDISCRIMINATION POLICY**

Common Article

##### ~~**Article 1.07 DEFINITIONS**~~

##### ~~**Common Article**~~

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

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

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

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

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

~~**Full Time**—Regular assignment in position is at least 35 hours a week.~~

~~**Part Time**—Regular assignment in position is less than 35 hours a week.~~

~~**Extra Board**—Required to work as assigned.~~

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

## SECTION 2 WAGES

### Article 2.01 WAGES AND WAGE SCHEDULE

- A. There is established a six-step wage schedule. A newly hired unit employee may be compensated at the first ("A") step or above depending on qualifications. Employees at step "A" shall be eligible for advancement to Step "B" after having served six (6) months at Step "A"; employees at Step "B" shall be eligible for advancement to Step "C" after having served six (6) months at Step "B"; Employees at Step "C" and subsequent steps shall thereafter be eligible for advancement to each subsequent step after having served one (1) year in the prior step. Step "F" is the top step.

GCTD agrees to cost of living wage adjustments to classes in the bargaining units covered by this MOU on the first pay period commencing on July 1<sup>st</sup>, 2021 three percent (3.0%), July 1<sup>st</sup>, 2022 three-and-a-half percent (3.5%), and July 1<sup>st</sup> 2023 three percent (3.0%).

See the wage scale in Appendix "A".

- B. ~~All current bargaining unit employees hired prior to ratification of this~~

~~agreement will receive a one-time signing bonus of \$500 if this MOU is ratified by the bargaining unit and subsequently approved by the GCTD Board of Directors on January 3, 2018. The bonus will be paid no later than January 12, 2018. Article 2.01B will be automatically deleted in the subsequent MOU.~~

### Article 2.02 LONGEVITY PAY Common Article

### Article 2.03 INCENTIVE FOR ATTENDANCE Common Article

### Article 2.04 OUT-OF-CLASSIFICATION PAY

#### Common Article

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

### Article 2.05 BILINGUAL PAY

Consistent with the need of GCTD for bilingual ability, an employee may be authorized additional compensation for bilingual ability. To qualify, the bilingual employee must use both languages to meet a public service responsibility and display sensitivity toward the culture and needs of a large group of foreign speaking residents. The General Manager shall establish guidelines governing position assignments or duties, language ability, minimum bilingual frequency, and other reasonable rules for the authorization of payment to specific employees. Compensation for bilingual pay shall be computed at ~~\$55 per month .35 / hour (about \$60 per month)~~ for positions requiring bilingual speaking and ~~\$85 per month .52 / hour (about \$90 per month)~~ for positions requiring bilingual speaking and writing.

### Article 2.06 NIGHT DIFFERENTIAL

A five percent (5%) night differential shall be paid to those employees required to work three hours or more of their work shift before 8:00 AM or after 6:00 PM.

## SECTION 3 HOURS

### Article 3.01 ADMINISTRATIVE SUPPORT HOURS

- A. Work Week: The total hours of work ordinarily required for a full-time administrative unit employee shall be forty (40) hours, five (5) consecutive days within a seven-day period. Any hours in excess of the required 40 hours shall be considered overtime work for the classifications listed in Article 1.01.

B. Rest Periods:

- ~~1. In lieu of paid rest periods, GCTD agrees to continue its current practice of permitting employees to leave their work station for short periods of time to obtain drinks or snacks which may be brought back to the employee's desk. Snacks to be eaten at the desk do not include sandwiches, pizza, or other foods normally eaten during the duty free meal break.~~
- ~~2. If paid rest periods are mandated by State or Federal law, GCTD will implement paid rest periods in the manner prescribed by law and the practice referred to in B.1. above relating to snacks shall be discontinued.~~

All regular and probationary, full-time bargaining unit employees will receive two ten-minute paid rest periods and one one-hour unpaid lunch period per shift. Management retains the right to schedule such periods and they shall be coordinated with the shift to provide maximum flexibility and continuity of personnel on duty.

### Article 3.02 OVERTIME

- C. A. Overtime Work - Defined: Overtime work is work performed by an employee at times other than those normally required for the employee's employment and must be in excess of the number of hours established as full-time service for

the position classification (forty [40] hours). Employees shall be paid for overtime at one and one-half (1½) the regular hourly rate. 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. 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.

- B. Compensatory Time Off: Administrative Support Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of sixty (60) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the pay check no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule.

## SECTION 4 BENEFITS

All Articles in Section 4 are Common Articles

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

Common Article

### Article 4.02 RETIREMENT

Common Article

### Article 4.03 LIFE INSURANCE

Common Article

### Article 4.04 LONG-TERM DISABILITY INSURANCE

Common Article

**Article 4.05 RETIREE MEDICAL TRUST FUND**  
Common Article

## **SECTION 5 LEAVE TIME**

All Articles in Section 5 are Common Articles

**Article 5.01 HOLIDAYS**  
Common Article

**Article 5.02 SICK LEAVE**  
Common Article

**Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM**  
Common Article

**Article 5.04 INDUSTRIAL LEAVE**  
Common Article

**Article 5.05 BEREAVEMENT LEAVE**  
Common Article

**Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE**  
Common Article

**Article 5.07 FMLA/CFRA**  
Common Article

**Article 5.08 VACATION**  
Common Article

## **SECTION 6 WORKING CONDITIONS**

**Article 6.01 SENIORITY**

Seniority shall be the determining factor in all work schedules and vacations. Seniority shall be defined as the last date of hire into the employee's current job group. The job groups in the Administrative Services Unit shall be as follows:

Maintenance Support Job Group:  
Maintenance Material Specialist

Customer Support Job Group:  
Customer Service Assistant

~~Marketing Job Group: Marketing Coordinator~~

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

~~**Article 6.02 PHYSICAL EXAMINATIONS**~~  
~~Common Article~~

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

**Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT**  
Common Article

**Article 6.04 UNIFORM ALLOWANCE**

A. GCTD will rent uniforms for all regular full-time administrative support employees working in the Maintenance Department. Employees shall be responsible for placing dirty uniforms in designated receptacle on the day and time prescribed by the uniform rental company. Employees will not be held responsible for items not returned by the uniform rental company. Failure to do so will relieve GCTD of any obligation to provide clean uniforms during the week the employee fails to comply. It will be the responsibility of the employee to pay the cost for uniforms damaged due to their own negligence. Should any part of the uniform be damaged in the performance of the employee's duties without negligence by the employee, the employee will not be responsible for the cost of the replacement. Employees will, at all times they are on duty, wear uniforms as specified by GCTD that are presentable, clean and in good repair. GCTD will provide 12 shirts and pants as uniforms.

B. All regular Administrative Support Maintenance employees shall be provided one work jacket with liner every other fiscal year during the term of this agreement, starting in FY 2014-15.. Such jacket shall be of GCTD's selection with no cost to the employee. The jacket will have reflective properties which can be worn in lieu of a safety vest. GCTD will provide cleaning of the jacket and liner twice annually.

C. All full-time administrative support employees working in the Maintenance Department shall be provided the following rain gear:

- Rain Jacket
- Rain Trousers
- Rain Boots
- Rain Hood

Rain gear which is no longer serviceable will be replaced on an exchange basis.

D. All regular and probationary Administrative Support employees working in the Maintenance Department will wear safety shoes while on duty in accordance with GCTD Standard Safety Practices. GCTD shall provide a pair of safety shoes for those regular and probationary Administrative Support employees working in the Maintenance Department. Annually within one week of July 1, GCTD will authorize the purchase of one pair of safety shoes, which may include insoles, at a cost not to exceed ~~\$175.00~~ \$200.00. GCTD shall not be required to replace lost or stolen boots.

E. Safety shoes which meet specifications described in GCTD Standard Safety Practices shall be purchased from a vendor with whom GCTD has established a business agreement. GCTD will provide the employee with an approved purchase form, and GCTD will be directly billed by the vendor. Shoe purchases will be made outside of the employee's work shift and on the employee's own time. GCTD agrees to meet and confer with SEIU 721 prior to changing safety shoe vendor(s).

#### **Article 6.05 ACCIDENT REVIEW BOARD** Common Article

#### **Article 6.06 SAFETY**

All administrative support employees shall be responsible for keeping their work area clean and neat as well as complying with OSHA regulations and reasonable written GCTD policies on safety.

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

Whenever an employee is required to conduct business away from the GCTD Administrative Facility, a GCTD vehicle will be provided if one is available. If a GCTD vehicle is not available or if the employee is authorized to use the employee's vehicle on GCTD business, the employee shall be reimbursed for the use of the employee's vehicle pursuant to GCTD's expense/travel reimbursement policy.

#### **Article 6.08 TRAINING**

GCTD shall provide up to twenty (20) hours per year per employee for GCTD selected training. Employees on leave who are receiving some third-party compensation may only receive prorated pay for attendance.

#### **Article 6.09 WORK SHIFT BIDDING -**

~~aA.~~ The Mechanical job group will hold a bid for work shifts annually, at the same time as the Maintenance Department summer shift bid. Notwithstanding the annual bid provision, Management retains the right to initiate an unscheduled shift bid at any time based on changes to operating requirements.

~~b. The Customer Support job group will hold a bid for work shifts annually prior to the beginning of the upcoming calendar year. The bid shall cover one calendar year. Bidding will be based on seniority. Members of the Customer Support job group shall not bid the same shift in a period of 24 consecutive months. Notwithstanding the annual bid provision, Management retains~~



~~the right to initiate an unscheduled shift bid at any time based on changes to operating requirements.~~

B. The Customer Support job group will hold a bid for work shifts annually prior to the beginning of the upcoming calendar year. The bid shall cover one calendar year. Bidding will be based on seniority. Members of the Customer Support job group shall not bid the same shift in a period of 12 (twelve) consecutive months. Notwithstanding the annual bid provision, Management retains the right to initiate an unscheduled shift bid at any time based on changes to operating requirements.

The bidding process will be as follows:

- The 1st seniority employee will pick their preferred shift (but may not pick the same shift they worked in the previous 12 consecutive months).
- Once the initial selection is made, the 2nd seniority employee will be notified of the remaining option(s) and may pick their preferred shift (but may not pick the same shift they worked in the previous 12 consecutive months).
- Finally, the 3rd seniority employee will be assigned the remaining shift (regardless of if the shift is the same shift worked in the previous year.)

#### **Article 6.10 VACATION and SHORT-DAY BIDDING**

The Customer Support job group will conduct vacation bids annually just after the work shift bid has concluded and shifts have been assigned. Bidding will be conducted based on seniority order. Approved vacation time may only be taken if the employee has adequate accrued vacation hours as of the vacation start date. The process is as follows:

1. SHORT DAYS – Short days are defined as holidays on which the GCTD Administrative Offices are closed for the full day and the Customer Service center is open on a limited schedule.

As part of the annual vacation bid, the Customer Support job group will first bid for short days. Bidding will be conducted based on seniority order. Each employee will bid

to work a minimum of two short days, if that number of days is available. Selections will be made one short day at a time in seniority order. All short days must be covered. Any short days remaining unassigned after all employees have signed up for at least two short days will be made available based on seniority order. Any short day not covered after all employees finish with their selections will be assigned in reverse seniority order. Employees not working on short days are on regular holiday leave. Management retains the right to change the schedule in order to provide coverage for an uncovered shift.

2. HALF DAYS – Half Days are defined as days on which the last half workday is a holiday per Section 5.01 of the MOU and the Customer Service center is open on a limited schedule.

As the second part of the annual vacation bid, the Customer Support job group will bid vacation for all half days. Each employee, in seniority order, may select a vacation slot for only one (1) half-day, if available. Remaining employees will work the first half of their regularly-scheduled shift, however Management retains the right to change shift schedules in order to provide coverage for an uncovered shift.

Management will consider offering additional half-day vacation slots upon request after the bid process is complete, as long as acceptable coverage is available.

3. Special Vacation Blocks are the week of Thanksgiving, the week of Christmas and the week of New Year's Day. Special Vacation Blocks will be bid separately. Employees may bid one Special Vacation Block, on a seniority basis, until all blocks are taken. Each employee may then sign up for vacation time during their special vacation block. After Special Vacation Block sign ups are complete, any unused days may be available to be bid during the regular bid process.

4. Regular Bid Process – Employees request days off on a seniority basis. No more than one employee will be approved for vacation on any day. No employee may be approved for vacation time in excess of



the hours they will have available as of the vacation start date.

## **SECTION 7 UNION RIGHTS**

All Articles in Section 7 are Common Articles

**Article 7.01 REASONABLE NOTICE**  
Common Article

**Article 7.02 ACCESS TO PREMISES**  
Common Article

**Article 7.03 STEWARD  
ADMINISTRATIVE LEAVE**  
Common Article

**Article 7.04 ADVERSE ACTION,  
NOTICE AND PROCEDURES**  
Common Article

**Article 7.05 SKELLY PROCEDURE**  
Common Article

**Article 7.06 BULLETIN BOARD**  
Common Article

**Article 7.07 FAIR SHARE/AGENCY  
SHOP**  
Common Article

**Article 7.08 LAYOFFS**  
Common Article

**Article 7.09 MONTHLY LABOR-  
MANAGEMENT MEETINGS**  
Common Article

**Article 7.10 COMPLAINT FORM**  
Common Article

## **SECTION 8 CLOSING**

All Articles in Section 8 are Common Articles

**Article 8.01 TERM OF MEMORANDUM**  
Common Article

**Article 8.02 PEACEFUL  
PERFORMANCE**  
Common Article

**Article 8.03 SUCCESSORS AND  
ASSIGNEES**  
Common Article

**Article 8.04 FULL UNDERSTANDING  
MODIFICATION AND WAIVER**  
Common Article

## **PART II - COMMON ARTICLE SECTION**

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

## **SECTION 1 INTRODUCTION COMMON ARTICLES**

### **Article 1.03 PARTIES' RIGHTS**

#### **A. GCTD Management's Rights**

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

#### **B. SEIU 721's Rights**

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

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

### C. Release for Bargaining

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

## Article 1.04 SEVERABILITY

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

## Article 1.05 ~~PAYROLL DEDUCTIONS~~ ~~MEMBERSHIP UNION DUES~~ ~~DEDUCTION, COPE & INDEMNIFICATION~~

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

omissions arising out of the other party's use of the SEIU's sponsored deduction code.

### Dues Deduction

The Employer will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; work status (ex: full time, part time, hourly, seasonal, etc.); annual base wage amount; base wage earned per pay period; hourly rate; wage step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payday.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall take the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union within ten (10) business days of each payday. To the extent possible, such payments shall be made via an electronic funds transfer. The Employer shall also provide the breakdown of each amount remitted (i.e., dues, COPE, supplementary benefits, etc.).

### Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the

“authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

### **Indemnification**

The Union agrees to indemnify and hold the Employer harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

## **Article 1.06 NONDISCRIMINATION POLICY**

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

In addition, it is agreed that SEIU, GCTD and employees will endeavor to interact with each other in a professional manner, with respect and dignity.

## **Article 1.07 DEFINITIONS**

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

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

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

**Probationary Employee** – Period of time from placement into a position until the employee becomes a regular employee. Normal introductory period is the initial six (6) months of employment in a specific classification, in accordance with Section 23G of the GCTD Personnel Rules. Regular three month reviews of performance will be conducted during the probationary period,

including any extensions of the probationary period. This means that all probationary employees will receive a three-month review. Any employee whose probation is extended beyond six months will receive a six-month review, and any employee who remains on probation after nine months will receive a nine-month review.

**Full Time** – Regular assignment in position is at least ~~35~~32 hours a week.

**Part Time** – Regular assignment in position is less than ~~35~~32 hours a week.

**Extra Board** – Required to work as assigned.

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

## **SECTION 2 WAGES** **COMMON ARTICLES**

### **Article 2.02 LONGEVITY PAY**

To encourage stability of employment with GCTD, additional payment over and above the ~~salary~~wage 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 ~~employee's~~ basic ~~salary~~wage step held by the employee for each five (5) years of GCTD service.
- B. The additional payment shall be made at each time any installment of ~~salary~~wage is made to the eligible employee, and the amount of the additional payment shall be predicated upon the increment of ~~salary~~wage then paid.

### **Article 2.03 INCENTIVE FOR ATTENDANCE**

If an employee has no unscheduled absences (sick leave, GCTD family leave as defined in Article 5.02E, suspensions or industrial leave) in a 6-month period (November 1-April 30; May 1-October 31), a

bonus of ~~\$150~~ \$200 for each qualifying 6-month period will be paid. If an employee has no unscheduled absences for the full contract year (November 1-October 31), an additional ~~\$400~~ \$200 bonus will be paid, for a maximum of ~~\$400~~ \$600 per contract year.

#### **Article 2.04 OUT-OF-CLASSIFICATION PAY**

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

### **SECTION 3 HOURS COMMON ARTICLES**

None

### **SECTION 4 BENEFITS COMMON ARTICLES**

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

The total monthly GCTD insurance premium contribution for health, dental, and vision benefits for regular and probationary full-time and part-time bus operator employees is listed in Appendix "B". For purposes of determining benefit contributions, Full Time includes all employees (including Extraboard Bus Operators) who regularly work at least 32 hours per week (regardless of bid hours). Part Time means employees who are regularly scheduled to work less than 32 hours per week.

- A. If GCTD's contribution to medical, dental, and/or vision insurance premium is in excess of the respective amounts for the employee, no excess monies shall be returned to the employee. Beginning in calendar year 2023, employees who "opt out" of health insurance coverage can receive a \$150 monthly "opt out" payment upon providing proof of alternative health insurance coverage. "Opt out" means a waiver of all GCTD insurance premium contribution dollars.

- B. If two GCTD employees are a legally married couple or registered domestic partners, GCTD will pay for their full premium of the HMO plans of health and dental insurance and vision insurance. The two GCTD employees must select joint insurance coverage under either "Employee+1" or "Employee + family."

- C. GCTD Management will review benefit and premium proposals and recommendations with the SEIU stewards or designated representatives by September 21<sup>st</sup> of each year. GCTD shall authorize paid time up to an aggregate total of four (4) hours per year for a maximum of three SEIU stewards or designated representatives participating in this review.

- D. For calendar years 2023 and 2024, GCTD agrees to cover the cost of the Kaiser plan premium increase (up to 5%) per year. During the term of the MOU, if Kaiser health insurance premiums increase by an average of by more than twelve percent per year, there shall be a re-opener to discuss options of paying the increased premium cost.
- E. GCTD and SEIU agree to an Employee Assistance Program (EAP) for the employees.

#### **Article 4.02 RETIREMENT**

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

The retirement program for GCTD employees who are characterized as PEPRA under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2% @ 62 Formula for Miscellaneous/Industrial

Members PEPPRA program and 1959 Survivor Benefit Level IV.

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

#### **Article 4.03 LIFE INSURANCE**

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

#### **Article 4.04 LONG-TERM DISABILITY INSURANCE**

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

### **SECTION 5 LEAVE TIME COMMON ARTICLES**

#### **Article 5.01 HOLIDAYS**

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

1. New Year's Day - January 1
2. Martin Luther King, Jr., Day - Third Monday in January
3. Washington's Birthday - Third Monday in February
4. Cesar Chavez's Birthday - March 31
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Veterans Day - November 11
9. Thanksgiving Day - Fourth Thursday in November
10. Thanksgiving Friday - Day following Thanksgiving

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

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

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



<b>HOLIDAY PAY GRID</b>	
Applicable to all Full Time and Extra Board	
<b>**Employee must work the full scheduled shift on the day before and the day after the holiday to be eligible for Holiday Pay**</b>	
If not prescheduled, and employee does not work the full shift the day before and the day after the holiday, they lose all holiday benefits including consecutive holidays. (ie. Christmas Eve, Christmas Day.)	
<b><u>SCHEDULED to Work &amp; Worked</u></b>	
<b>Service Provided</b>	<b>No Service Provided</b>
<p>Holiday Pay at one and one-half times their hourly rate for hours worked.</p> <p>Pay at their hourly rate for all hours actually worked.</p> <p>For any of those hours that exceed 40 hours in the workweek, this pay shall be one and one-half times their regular rate of pay.</p> <p><i>Example: Employee worked 40 hours in a week prior to the holiday. On the holiday, employee would receive Regular OT of 1.5 + Holiday OT Pay of 1.5. This equals 3 times the Regular Pay per hour. **See above.</i></p>	N/A
<b><u>SCHEDULED to Work &amp; DID NOT Work</u></b>	
<b>Service Provided</b>	<b>No Service Provided</b>
<p><b>Other holidays</b> If it is prescheduled sick and still have a bid, they would receive the bid hours as banked vacation.</p> <p><b>Christmas Eve &amp; New Year's Eve (1/2 day holiday)</b> Four hours banked vacation</p>	<p><b>Thanksgiving, Christmas, &amp; New Year's Day</b> <b>Operators:</b> Paid straight time <u>plus</u> ½ regular hours as banked vacation <b>Admin/Mech:</b> Eight hours holiday pay plus four hours banked vacation</p> <p><b>Labor, July 4<sup>th</sup>, Memorial</b> Eight hours holiday pay</p>
<b><u>NOT Scheduled to Work &amp; DID NOT Work</u></b>	
<b>Service Provided</b>	<b>No Service Provided</b>
<p><b>Other holidays</b> Eight hours banked vacation</p> <p><b>Christmas Eve &amp; New Year's Eve (1/2 day holiday)</b> Four hours banked vacation</p>	<p><b>Thanksgiving, Christmas, &amp; New Year's Day</b> Twelve hours banked vacation</p> <p><b>Labor, July 4<sup>th</sup>, Memorial</b> Eight hours banked vacation</p>

## Article 5.02 SICK LEAVE

- A. All regular full-time employees hired prior to December 2, 1981 will accrue sick leave ~~entitlement~~ at the rate of 3.693 hours per biweekly pay period (equivalent of eight [8] hours per month).
- B. As of November 1, 2005, all employees hired after December 1, 1981 who become full-time employees will accrue sick leave at the rate of 2.769 hours per bi-weekly pay period (equivalent of six [6] hours per month).
- C. Effective January 1, 1985, all regular employees who have accrued sick leave for one full calendar year and uses sixteen (16) hours or less of accrued sick leave in a calendar year may elect to convert eight (8) hours of accrued sick leave to eight (8) hours of vacation. Such election shall be made in January of the following calendar year.
- D. All employees accumulating 480 hours of sick leave may elect to convert sixteen (16) hours of such sick leave to vacation leave. This election shall be made one time each calendar year and shall be on a one for one basis.
- E. An employee may use up to one-half the annual accrual rate for the care of the employee's child (biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis), parent (biological, foster, or adoptive parent, a stepparent, or a legal guardian), spouse or registered domestic partner.
- F. A note from a medical physician confirming treatment is required if (1) an employee is on sick leave for three or more consecutive days or (2) for less than three consecutive days, at the discretion of the supervisorDepartment Director with consultation with Human Resources, based on the employee's attendance record and with prior notice. The General Manager, or designee, shall review each January and July the record of those employees who have

mandatory requirements to provide a physician's note. The findings will be provided to SEIU.

In the biannual attendance record review each January and July:

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

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

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

#### **Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM**

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

A. A catastrophic illness or injury is a severe illness or injury constituting a momentous tragic event of extreme misfortune that is expected to

incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her/their accumulated leave banks.

- B. The application of this program is on a case-by-case basis at the discretion of the SEIU steward team for represented employees. ~~Each request will be reviewed for uniformity and consistency of application.~~ Upon authorization from the employee requesting a donation, the District will provide SEIU with that employee's leave balances to assist with their decision.
- C. Eligibility to participate in this program is limited to regular employees.
- D. Accumulated vacation or sick leave time may be donated. To be eligible to donate, an employee must retain a minimum of 60 hours in the accrual bank designated. If the adjusted accrual bank falls beneath this minimum, no donation can be made.
- E. During a twelve-month period, an employee may donate to a recipient a maximum of 40 hours and a minimum of 4 hours.
- F. The maximum donated hours an employee may receive is 480 hours in a twelve-month period.
- G. Donated leave hours will be credited to the recipient's sick leave bank on an hour-for-hour basis at the recipient's hourly rate of pay at the time the sick leave is used.
- H. All donated time will be designated as sick leave accrual for the recipient.
- I. If the employee is receiving state disability insurance or temporary disability indemnity benefits payments, the payment of the leave will be adjusted to the normal net take-home pay (as defined in the policy under Section 5.04 Industrial Leave).
- J. Donated vacation hours, up to a maximum of 40 vacation hours in a

rolling 12-month period, shall be counted as "used hours" for the purposes of qualifying for the vacation redemption benefit referenced in Section 9F of the GCTD Personnel Rules.

#### **Article 5.04 INDUSTRIAL LEAVE**

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

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

1. Related Medical Expenses; and
2. Temporary and permanent disability indemnity benefit payments.

B. Industrial Disability Compensation: Whenever any GCTD employee is disabled temporarily and is entitled to receive temporary disability indemnity benefits payments provided under the Worker's Compensation Insurance and Safety Act, the employee may fill out a form indicating the use of accumulated sick leave time and/or accumulated vacation time up to the amount of the employee's net take-home pay, but not to exceed a total period of twenty-six (26) weeks for any one injury or all combined injuries within one calendar year. The integration form must be submitted to the payroll office ~~within three days from the start of the leave period prior to the end of the pay period~~ and the decision is irrevocable. If a form is not submitted within the required time period, the automatic default will be the use of only the accumulated sick leave time up to the amount of the employee's net take-home pay, but not to exceed a total period of twenty-six (26) weeks for any one injury or all combined injuries within one calendar year.

As used in this section, "net take-home pay" means an employee's regular, current biweekly rate of pay, less deductions for federal and state income tax and CalPERS retirement plan contributions: the term does not include overtime, standby or shift differential pay. GCTD shall continue to pay insurance premiums for the period of industrial injury for the employee, but not to exceed a period of twenty-six (26) weeks provided the carrier for each of these programs will accept the payment without additional premium cost to GCTD.

#### **Article 5.05 BEREAVEMENT LEAVE**

A. When an employee is absent from duty because of the death of a member of the employee's immediate family, such employee shall be entitled to five (5) working days leave of absence with pay. Immediate family shall be the father, mother, mother-in-law, father-in-law, spouse or registered domestic partner, children (biological, adopted or step), brother, sister, grandparent or grandchild of the employee.

B. The first five (5) days of bereavement leave taken by an employee are not chargeable to accrued leave. Any authorized bereavement leave taken in excess of five (5) days is chargeable to either accrued sick or vacation leave, at the employee's discretion.

C. A regular employee who has accrued sick leave may take an additional two days chargeable to accumulated sick leave if in the opinion of the General Manager excessive travel is required in connection with the death of a family member.

D. Management will make every effort to grant requests for vacation or comp time for bereavement for relatives not listed in Section "A" above, when documentation of the death and funeral service is provided. In such circumstances, time off for the grieving employee may take priority over other



employees' non-bid vacation requests which have not yet been approved.

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

#### **Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE**

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

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

the public agency safety service activities.

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

#### **Article 5.07 FMLA/CFRA**

Employees on FMLA/CFRA leave may utilize paid leaves. The twelve (12) month period used for determining eligibility shall be based on a twelve (12) month rolling-back period. GCTD agrees to pay medical premiums while on approved FMLA/CFRA leave in accordance with applicable law. Employees may use accrued sick leave, accrued vacation leave or compensatory time off when on FMLA/CFRA leave in order to remain in a paid status. Use of such leave may be integrated with other disability leave benefits.

#### **Article 5.08 VACATION**

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

##### VACATION CREDIT FOR FULL-TIME SERVICE

<u>YEARS OF SERVICE</u>	<u>HOURS PER MO.</u>	<u>HOURS BIWEEKLY</u>
Less than 3	6-2/3	3.077
3 but less than 5	8	3.693
5 but less than 7	8-2/3	4.000
7 but less than 9	9-1/3	4.308
9 but less than 10	10	4.616
10 but less than 11	10-2/3	4.924
11 but less than 12	11-1/3	5.231
12 but less than 13	12	5.539
13 but less than 14	12-2/3	5.847
14 but less than 15	13-1/3	6.154
15 or more	14	6.462

- B. VACATION SEVERANCE PAY: Any employee who leaves the service of GCTD shall be paid for accrued vacation at the rate currently authorized

for the position-classification ~~salary~~wage range and step level.

C. VACATION CARRIED FORWARD:

Vacations shall be taken as earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance may an employee carry forward total vacation accrual as of the first of April of any year greater than ~~twice the number of days that the employee currently earns annually. 340~~hours. -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 vacations must be scheduled in accordance with the rules and processes defined in section 5.09 of the MOU. All assigned vacation must be completed prior to April 1<sup>st</sup>.
2. Prior to April 1<sup>st</sup>, request vacation redemption, in accordance with Section 9F of the Personnel Rules, 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 program of GCTD. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTD's functions will not be greatly interrupted.

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

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

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

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

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

D) An employee subject to the terms of this MOU will be compensated for the shortfall between military pay and pay for the employee's regularly scheduled GCTD shift or shifts, if any, for days spent in inactive duty training time or drills, not to exceed 24 days in any calendar year. GCTD shall also

allow paid time off for one-half day on the day immediately preceding an inactive duty training assignment if that preceding day is a scheduled work day.

## **SECTION 6 WORKING CONDITIONS COMMON ARTICLES**

### **Article 6.02 PHYSICAL EXAMINATIONS**

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

1. GCTD will normally plan to schedule recertification physicals three to four weeks ahead of the expiration date.

2. Physical examinations may either be conducted by a doctor on staff at GCTD's contracted provider or by a certified doctor of the employee's choice. The cost of these examinations will be paid by GCTD, unless the employee chooses his or her own certified doctor, in which case the employee shall bear the cost of the examination. The decision to have the examination conducted by a doctor of the employee's choosing must be made prior to the initial examination. Once an examination has been conducted by a doctor at GCTD's contracted provider, then all follow up matters must be reviewed and approved by that provider.

3. Upon request, GCTD will provide employees with a list of the doctors who are currently on staff at the District's contracted provider and who have the proper DOT certification to conduct the physical examination.

4. GCTD will check with the employee prior to scheduling an appointment to see if they have any objection to being examined by a particular doctor on staff at GCTD's contracted provider. GCTD will communicate this to the provider when scheduling appointments. Excluding a doctor from consideration may limit times available for appointments

### **Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT**

GCTD shall provide reimbursement for the cost of textbooks, tuition, registration and laboratory fees for school courses, workshops, and seminars completed on the employee's own time. A maximum of ~~eight hundred (\$800) one-thousand-two-hundred~~ \$1,200 dollars per fiscal year shall be covered for each employee that has successfully completed eligible course work. Courses must be completed satisfactorily with grade of "C" or its equivalent in order to be eligible for reimbursement. In order to be eligible, courses must be offered at an institution that has been accredited through the Western Association of Schools and Colleges (WASC). (A listing of the institutions is on the web site of WASC—<http://www.wascweb.org>.)

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

### **Article 6.05 ACCIDENT REVIEW BOARD**

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

utilize Transportation Safety Institute guidelines in determining preventability.

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

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

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

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

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

3. Maintenance Representative: The Maintenance Representative should have an all-around working knowledge of the maintenance of all vehicles should questions of mechanical failure come up in a meeting. This representative will be a Mechanic I, Mechanic II or Mechanic III, and will be selected by ~~the Director of Fleet and Facilities with the concurrence of the General Manager~~ SEIU.

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

- E. Action/Voting: Voting will be conducted by secret ballot with all ARB members present, including the Ex-Officio Member. The voting will take place without confrontational deliberation or harassment. There will be no arguing. It will be the responsibility of Management to inform all involved Operators of the results and findings of the ARB.

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

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

everything he/she reasonably could have done to prevent the occurrence.

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

I. Determination by the Accident Review Board: Once a determination is made by the Board, the Operator may appeal that determination at the next ARB meeting. The Board may uphold or overturn its previous decision based upon additional facts, and such action is final. ~~The determination for disciplinary action based upon the results of the ARB is solely the prerogative of GCTD management.~~ The ARB shall not make personnel decisions nor be responsible for adverse actions against GCTD employees. If a member decides to challenge a preventable accident decision, no additional charges should be added against him/her unless GCTD discover new safety violations that were missed in the initial review, in that case GCTD may bring those violations to the employee's attention in the way of coaching and not in punitive way.

## **SECTION 7 UNION RIGHTS COMMON ARTICLES (ALL)**

### **Article 7.01 REASONABLE NOTICE**

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

Reasonable written notice (normally not less than fifteen [15] calendar days) shall be given to SEIU of any proposed rule, resolution or regulation directly relating to matters within the scope of representation, as defined in California Government Code Section 3505, prior to the time it is presented to the Board of Directors for

consideration, or, if not a matter of Board policy, prior to implementation. If SEIU, within seven calendar days of receiving such written notice, requests to meet and confer on the proposal, such a meeting will be held within fourteen calendar days of the request unless time is extended by mutual agreement. The meeting will be held prior to implementation or presentation to the Board.

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

### **Article 7.02 ACCESS TO PREMISES**

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

### **Article 7.03 STEWARD ADMINISTRATIVE LEAVE**



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

#### **Article 7.04 ADVERSE ACTION, NOTICE AND PROCEDURES**

- A. An adverse action is defined as a violation of the expressed terms of this Memorandum of Understanding or the GCTD Personnel Rules, or other rules or practices in place at GCTD. Any regular employee against whom an adverse action is initiated by GCTD, ~~dependent upon the seriousness of the violation,~~ for suspension without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances, will be given pre-disciplinary procedural rights, such as notice and a hearing.

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

1. **Grievance Procedure:** Adverse actions consisting of suspensions without pay of two days or less, imposed upon employees where minor actions

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

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

3. **Letters to the file:** Letters to the file by GCTD pertaining to employees which are not grievable may be rebutted, in writing, by the employee within ~~five (5)~~ ten (10) working days after receipt of the letter. Letters to the file shall not be incorporated into the employee's personnel file if there are no similar occurrences within one year from the date of issuance of the correspondence. It shall be the employee's responsibility to request GCTD to remove the document(s) in accordance with this provision.

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

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

- B. **Grievance Procedure:** A "grievance" shall be defined as a controversy between GCTD and SEIU or an employee or employees. Such controversy must pertain to a dispute

regarding the interpretation, application or enforcement of the terms of this Memorandum, or the Resolutions or Rules of GCTD that fall within the scope of representation and excluding the practical consequences or impact on employment terms or conditions of decisions made by GCTD under Article 1.03 "GCTD Management Rights Reserved." There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

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

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

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

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

A meeting with the employee, Steward and/or Union Business Representative and General Manager or designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. The meeting will take place within fourteen (14) calendar days from the date the grievance is received by the

General Manager or designee. The General Manager or designee may invite other members or representatives of management to be present at such meeting. After reviewing the information presented by the employee and all other documentation, the general manager, or designee, will issue the notice of action in a written reply by the end of the tenth (10<sup>th</sup>) calendar day following the date of the meeting. The employee must be provided at least five (5) days notice before the effective date of the action.

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

3. STEP THREE – MEDIATION -

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

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

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

#### 4. STEP FOUR - ARBITRATION:

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

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

decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.

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

#### **Article 7.05 SKELLY PROCEDURE**

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



writing or at a pre-disciplinary conference.

1. If the employee chooses to respond in writing to the notice of intent, the written response must be submitted within 5-seven (7) working days of receipt of the notice.

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

B. Skelly Meeting: The *Skelly* meeting will be conducted by the general manager, or designee. This is not an adversarial proceeding, therefore the employee will not have the opportunity to cross-examine GCTD representatives, ~~not present the formal case and opposition to the proposed discipline. The appealing employee, his/her steward and/or Union Representative will present the case to the Skelly hearing officer in the employee's defense.~~

C. Notice of Action: After reviewing the information presented by the employee and all other documentation, the general manager, or designee, will issue the notice of action. The employee must be provided at least five (5) days notice before the effective date of the action. The employee may appeal the proposed disciplinary action within five (5) working days after receipt of the notice of action ~~to the Labor/Management Committee. Such an appeal shall be in accordance with Section 7.05 (D).~~

D. Labor/Management Committee: A Labor/Management Committee will be formed by one member from management, who is appointed by the general manager, and one member from the union, who is appointed by the union. The committee will meet within five (5) working days after receipt of an appeal of a proposed disciplinary action, or as soon as agreed to by mutual

consent. The committee ~~can may~~ invite the appealing employee and/or his/her steward and union representative by mutual consent to attend the meeting. The committee will review the proposed action and supporting documentation. The committee will make every effort to agree upon the appropriate action for the employee. If an agreement is reached on the appropriate action, notice will be provided to the employee within ten (10) working days.

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

1. Appeal Review Board: A three-member board of review is formed by the general manager appointing two members from among public agency officials whose responsibilities encompass personnel matters and SEIU appointing a member representative. The board of review shall determine from among the members its own chairperson, who has authority to conduct the hearing. The general manager, or designee, and the employee may be represented, may themselves testify, call witnesses and submit other relevant evidence. The board of review shall, by a majority of its members, make written findings and a decision affirming, revising or modifying the adverse action based on applicable law, GCTD policies, procedures and rules, and the evidence and arguments presented by the parties.

2. Arbitration: As soon as possible, and in any event not later than fifteen (15) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. The State

Mediation and Conciliation Service (SMCS) shall provide a list of qualified arbitrators and SEIU and GCTD will select the arbitrator by alternating the striking of submitted names until one arbitrator remains. Either GCTD or SEIU may call any employee as a witness and GCTD agrees to provide leave for said witness from work if he/she is on duty. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The losing party in the arbitration shall be responsible for the cost of arbitration and court reporters, with the exception that each party shall be responsible for its own counsel's fees.

#### **Article 7.06 BULLETIN BOARD**

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

#### **Article 7.07 FAIR SHARE/AGENCY SHOP**

~~A. Unit employees, who choose not to become members of SEIU shall be required to pay to SEIU a representation service fee that represent such employee's proportionate share of SEIU's costs of legally authorized representational services on behalf of unit employees in their relations with GCTD. Such representation service fee shall in no event exceed the regular periodic membership dues paid by unit employees who are members of SEIU.~~

~~Employees shall be subject to its terms thirty (30) days after becoming an employee of GCTD.~~

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

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

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

#### **Article 7.08 LAYOFFS**

It is agreed that during the term of this agreement if layoffs occur SEIU and GCTD

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

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

#### **Article 7.09 MONTHLY LABOR-MANAGEMENT MEETINGS**

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

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

meeting conflicts with the member's regularly scheduled shift, to a maximum of two (2) hours of paid release time per meeting.

#### **Article 7.10 COMPLAINT FORM**

It is agreed that a complaint form will be available to employees in this unit to address employee complaints. In the absence of such a complaint form, SEIU or an employee can submit their own written complaint. Complaints will be investigated by Human Resources in a timely manner, depending upon the circumstances of the matters being investigated. Upon conclusion of the investigation, the District will provide a response within 30 days. If additional time is necessary before the response can be provided, Human Resources will notify affected parties of the need for additional time and the reason.

### **SECTION 8 CLOSING COMMON ARTICLES (ALL)**

#### **Article 8.01 TERM OF MEMORANDUM**

The term of this Memorandum is ~~January 3, 2018 through June 30, 2021.~~ July 1, 2021 through June 30, 2024. Either party may serve the other, in writing, at any point after February 28, ~~2021~~2024, with a request to open negotiations for a successor agreement.

#### **Article 8.02 PEACEFUL PERFORMANCE**

During the term of this MOU, SEIU agrees that neither SEIU, its officers or agent, nor any of the employees covered by this MOU will cause, engage in, sanction, or support any strikes, work slow-downs, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, nor shall SEIU or any employee covered by this MOU honor any similar job action of any other employee or group of employees of GCTD or any union or association by withholding or refusing to perform services for GCTD. In the event an employee violates this provision, SEIU shall immediately notify any such employee in writing to cease and desist from any such action and shall instruct them to return to their duties. SEIU

agrees that any or all employees who violate any of this provision may be disciplined up to and including discharge. During the term of this MOU, GCTD agrees there shall be no lockouts made by GCTD.

#### **Article 8.03      SUCCESSORS AND ASSIGNEES**

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

#### **Article 8.04      FULL UNDERSTANDING MODIFICATION AND WAIVER**

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

Except as specifically provided herein, it is agreed and understood that each party

voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

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

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

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

**APPENDIX A**  
**ADMINISTRATIVE SUPPORT UNIT WAGE TABLE**

Customer Service Assistant						
Effective	STEPS					
Date	A	B	C	D	E	F
June 27, 2021	\$ 19.70	\$ 20.69	\$ 21.71	\$ 22.82	\$ 23.95	\$ 25.13
June 26, 2022	\$ 20.39	\$ 21.42	\$ 22.47	\$ 23.62	\$ 24.79	\$ 26.01
June 25, 2023	\$ 21.01	\$ 22.06	\$ 23.15	\$ 24.33	\$ 25.53	\$ 26.79
Maintenance Material Specialist						
Effective	STEPS					
Date	A	B	C	D	E	F
June 27, 2021	\$ 21.31	\$ 22.38	\$ 23.47	\$ 24.68	\$ 25.90	\$ 27.22
June 26, 2022	\$ 22.06	\$ 23.17	\$ 24.30	\$ 25.54	\$ 26.81	\$ 28.18
June 25, 2023	\$ 22.72	\$ 23.86	\$ 25.02	\$ 26.31	\$ 27.62	\$ 29.02

**APPENDIX B**  
**GCTD INSURANCE PREMIUM CONTRIBUTION TABLE**

<u>GCTD CONTRIBUTION 1/1/2022</u>	Employee	Employee + 1	Employee + Family
SEIU Represented - Full Time	\$640.86	\$1,149.12	\$1,496.53
SEIU Represented - Part Time	\$576.78	\$1,034.21	\$1,346.88

**For calendar years 2023 and 2024, GCTD agrees to cover the cost of the Kaiser plan premium increase (up to 5%) per year.**

ON BEHALF OF SEIU

ON BEHALF OF GCTD

\_\_\_\_\_  
Aram Agdaian  
SEIU 721

\_\_\_\_\_  
Steven P. Brown  
General Manager

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Marked Up Version

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**GOLD COAST TRANSIT DISTRICT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION #721**  
  
**JANUARY 3, 2018 THROUGH JUNE 30, 2021**  
**JULY 1, 2021 THROUGH JUNE 30, 2024**  
  
**BUS OPERATOR UNIT**

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# MEMORANDUM OF UNDERSTANDING

## BUS OPERATOR UNIT

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

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

#### **SECTION 1 INTRODUCTION**

##### **Article 1.01 PARTIES TO MEMORANDUM**

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

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

##### **Article 1.02 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION**

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

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

employment for the employees represented by SEIU.

##### **Article 1.03 PARTIES' RIGHTS**

Common Article

##### **Article 1.04 SEVERABILITY**

Common Article

##### **Article 1.05 PAYROLL DEDUCTIONS**

Common Article

##### **Article 1.06 NONDISCRIMINATION POLICY**

Common Article

##### **~~Article 1.07 DEFINITIONS~~**

##### **~~Common Article~~**

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

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

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

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

~~remains on probation after nine months will receive a nine-month review.~~

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

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

**Extra Board**—Required to work as assigned.

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

## SECTION 2 WAGES

### Article 2.01 WAGES AND WAGE SCHEDULE

~~GCTD agrees to a step adjustment for all Bus Operators by adjusting top step to \$28.80 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, 2021. There is established a nine-step wage schedule for bus operators. A newly hired bus operator shall be compensated at the first step for the first year of employment. trainee level for a period of thirty (30) days or until the first day the trainee drives a bus alone, whichever occurs first; the bus operator shall then be eligible, in accordance with present wage administration policy, for advancement to Step "A"; Bus Operator unit employees at Step "A" shall be eligible, in accordance with present wage administration policy, for advancement to Step "B" six (6) months from the initial appointment as trainee; Bus Operator unit employees at Step "B" shall then be eligible for advancement to Step "C" after having served six (6) months in Step "B"; Bus Operator unit employees in Step "C" and subsequent steps shall thereafter be eligible for advancement to the next steps subsequent steps after having served one (1) year in the prior step. Step "I" is the top step.~~

A. GCTD agrees to cost of living wage adjustments (COLA) to classes in the bargaining units covered by this MOU on the first pay period commencing on July 1st, 2021 three percent (3.0%), July 1st, 2022 three-and-a-half percent (3.5%), and July 1st 2023 three percent (3.0%).

See the wage scale in Appendix "A".

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

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

### Article 2.02 LONGEVITY PAY Common Article

### Article 2.03 INCENTIVE FOR ATTENDANCE Common Article

### Article 2.04 NIGHT DIFFERENTIAL

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

### Article 2.05 BILINGUAL PAY

Consistent with the need of GCTD for bilingual ability, an employee may be authorized additional compensation for bilingual ability. To qualify, the bilingual employee must use both languages to meet a public service responsibility and display sensitivity toward the culture and needs of a large group of foreign speaking residents. The General Manager shall establish guidelines governing position assignments or duties, language ability, minimum bilingual frequency, and other reasonable rules for the authorization of payment to specific employees. Compensation for

bilingual pay shall be computed at ~~\$55 per month~~ .35 per hour (about \$60 per month).

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

Bus Operators scheduled to work a split shift shall be paid their regular hourly rate for time worked, except that they shall be paid a minimum of ~~three-four~~ (3 4) hours per split shift day in the event they were scheduled to work and worked less than ~~three-four~~ (3 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.

#### **Article 2.08 OUT-OF-CLASSIFICATION PAY**

##### **Common Article**

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

### **SECTION 3 HOURS**

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

Any bus operator who is authorized to and does work in excess of his/her regularly scheduled daily shift and/or more than forty (40) hours per week shall be paid for overtime at one and one-half (1½) the regular hourly rate, except as otherwise provided in Article 3.02 hereof. For the accrual of benefits, ~~thirty-eight~~ thirty-two ~~(3832)~~ hours or more, shall be considered as full-time.

In any scheduled work bid, ~~eighty-at least~~ seventy percent ~~(80%)~~ (70%) of all bid runs will consist of thirty-eight (38) hours or more. The percentage will be based on the number of Operators employed on the first day of the bid period as shown in the table below.

<u>Total # of Bus Operators</u>	<u>Minimum % of Bid Runs with 38+ Hours</u>
<u>117</u>	<u>80%</u>
<u>123</u>	<u>77%</u>
<u>126</u>	<u>75%</u>
<u>130</u>	<u>73%</u>
<u>135</u>	<u>70%</u>
<u>136+ or more</u>	<u>At least 70%</u>

In any scheduled work bid for which GCTD's service levels (measured by Revenue Service Hours) are reduced by 10% or more from the previous service level, GCTD reserves the right to reduce this ratio ~~from 80% to no less than 70%~~; GCTD will meet and confer with SEIU regarding any such reduction.

~~GCTD also agrees to meet with SEIU during or after July 2012, upon the completion of two complete bid cycles, to review its scheduling process to evaluate the practical impact of maximizing and increasing the percentage of runs which are 40 hours or more.~~

#### **Article 3.02 OVERTIME**

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



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

- D. Overtime Assignment: Bus Operators who choose to be made available for overtime work shall place their names on an overtime list, which is in seniority order. Seniority shall be the determining factor in the assignment of overtime hours until a bus operator has worked one shift in overtime in any given week. When the highest seniority bus operator on the overtime list is not immediately available for overtime, the bus operator who is next in seniority on the overtime list will be offered the overtime. An available operator or supervisor may be used on a temporary basis for an overtime assignment until GCTD can reach the next operator on the overtime list, that agrees to work, can be reached. If there is less than two (2) hours remaining on the shift GCTD need not contact any operator on the overtime list even if the assignment to the run will put the available operator over 40 hours for the week in question. GCTD reserves the right to adjust the remaining schedules of impacted extra board operators to reduce overtime where possible. When calling overtime operators GCTD will allow ten (10) minutes from a call that was not answered for the operator in question to return the call before moving to the next operator. GCTD will call only one phone number for overtime. It is the operators responsibility to designate a phone number as their primary number. If there is an immediate need for assignment of a route, GCTD has the right to fill the run regardless of seniority. A bus operator shall have his/her choice of runs should there be multiple runs available, up to 24 hours before the

overtime run. Any dispute shall be determined by the seniority factor.

- E. Compensatory Time Off: Bus Operator Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of sixty (60) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the pay check no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule. If an operator is in a modified duty position at the time of the cash payout, the compensation will be consistent with the pay in the classification when compensatory time was earned.
- F. Bumping - Bumping shall be allowed. . If an operator has signed on to a part-time or a piece of a run, and a full-time run becomes available, the operator shall have first rights to that full-time run. All unforeseen conditions, like contesting one's right to overtime, shall be decided by seniority.
- G. Responsibility for Accepted Overtime:  
Once a Bus Operator accepts an overtime assignment, that Bus Operator is responsible for working that shift.

For overtime assignments accepted more than 24 hours prior to the scheduled start time of the shift, any overtime assignment accepted may be cancelled with no consequences up until 24 hours prior to the scheduled start time of the shift. Employees who call in sick for accepted overtime shifts less than 24 hours prior to the scheduled start time of the shift will be charged with a non-prescheduled absence for attendance tracking purposes (including the mandatory physician's note list review). There is no sick pay provision for any overtime assignment outside the



regularly scheduled shift. Bus Operators accepting overtime assignments 24 hours or less prior to the scheduled start time of the shift will not be charged with a non-prescheduled absence for attendance tracking purposes.

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

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

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

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

- A. This section of the collective bargaining agreement expressly provides for meal and rest periods, as defined in this agreement, for bus operators.
- B. Rest Periods: The rest periods are defined as the scheduled layovers built into each work run. Additional compensation for the rest periods will be ten (10) minutes per five (5) hours worked. Two ten-minute compensation periods must be provided if the assigned daily work time exceeds nine (9) hours. The compensation for the rest period will not be authorized for bus operators

whose total daily work time is less than three and one-half (3½) hours.

#### **C. Meal Periods:**

- 1. Bus operators shall be provided meal periods. The authorized meal period time shall be a minimum of 30 minutes after the first eight hours and thirty minutes (8:30) of work. However, a meal period need not be authorized for bus operators whose total daily work time is less than eight hours and thirty minutes (8:30). Authorized meal period time shall not be counted as hours worked.
- 2. No second meal period is required to be scheduled if the total hours worked is more than ten hours but less than twelve hours.
- 3. Operators may eat/drink while in the driver's seat at layover points. Operators may not leave a layover/time point late due to eating. Operators are responsible for cleaning up after themselves.
- 4. Operators may drink, from a water bottle or thermos that will remain closed while not in use, while in revenue service but only when the bus is at a complete stop.

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

### **Article 3.05 SCHEDULE EXCHANGE PROGRAM**

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

- A. No request is guaranteed to be approved simply because both

operators have agreed. The request must also be approved by management and must not impact service coverage needs of the agency.

- B. No request will be granted that would increase either operators scheduled overtime by more than one hour of their current total weekly bid time.
- C. Request will only be granted when GCTD has sufficient personnel available on the affected days to insure adequate staffing in case of unexpected absences.
- D. There is no set number of approved slots for exchange. Each request is on a case-by-case approval.
- E. Any exchanged shift becomes part of that operators regularly scheduled and counts towards qualification for holiday pay.

## **SECTION 4 BENEFITS**

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

Common Article

### **Article 4.02 RETIREMENT**

Common Article

### **Article 4.03 LIFE INSURANCE**

Common Article

### **Article 4.04 LONG-TERM DISABILITY INSURANCE**

Common Article

### **Article 4.05 ELIGIBILITY FOR BENEFITS**

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

## **SECTION 5 LEAVE TIME**

### **Article 5.01 HOLIDAYS**

Common Article

### **Article 5.02 SICK LEAVE**

Common Article

### **Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM**

Common Article

### **Article 5.04 INDUSTRIAL LEAVE**

Common Article

### **Article 5.05 BEREAVEMENT LEAVE**

Common Article

### **Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE**

Common Article

### **Article 5.07 FMLA/CFRA**

Common Article

### **Article 5.08 VACATION**

Common Article

### **Article 5.09 VACATION BIDDING**

- A. GCTD shall post semi-annual sign-ups for vacations after semi-annual open route bidding is completed. Bus operators shall complete their vacation bidding by the date listed on the bid schedule. If a bus operator wishes to pass on bidding for a vacation period, that bus operator's name shall fall to the bottom of the seniority list and must wait until their name again comes up for bidding. Bidding will be done in two (2) parts as shown in section B below. The purpose of the two part bid is to allow all operators an opportunity to bid some vacation time each year. No more vacation days may be taken than the bus operator will accrue by the requested vacation time. Except in emergency situations, no changes may be made without mutual agreement of the operator and management. Vacation Bids will be done on a seniority basis using the total bus operator list.

Bidding will take place at specific times, posted on the bid list. .

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

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

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

A minimum of ~~one two~~ thirds ~~(1/3)~~ (2/3) of the vacation slots are guaranteed to be available on any given day.

- E. After the regular bidding has been completed, additional requests may be submitted in writing on a first come, first served basis. If a vacation request is cancelled in writing no less than 72 hours prior to the beginning of the shift and the cancelling operator is available to work the employee's regularly scheduled shift, the vacated vacation slot will be filled from the next request on the existing vacation request list. Operators cancelling a vacation shift and later calling in sick for the same shift will be subject to the physician's note requirement in Article 5.02F, at GCTD's discretion.
- F. Approval notification on the additional vacation requests (requests received after semiannual bid) will be at a minimum the Friday before the week of the requested vacation. A vacation calendar will be posted in the drivers' room and will be updated weekly.
- G. If a bus operator does not have sufficient vacation accrual or comp time to cover the requested vacation at the time of the leave, the vacation request will be cancelled unless the bus operator has an approved leave without pay.
- H. Part-time 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.

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

## 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 6.02 PHYSICAL EXAMINATIONS

#### Common Article

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

### Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT

#### Common Article

### Article 6.04 UNIFORM ALLOWANCE

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

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

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

### Article 6.05 ACCIDENT REVIEW BOARD

#### Common Article

### Article 6.06 TRAINING

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

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

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

C. Remedial-Refresher Training - Remedial Refresher training is given to all operators who have been determined to have had a preventable accident. GCTD may also, at its discretion, assign remedial-refresher training to operators it feels would benefit from the training based on a review of the operator's performance. The provision of remedial 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 \$1.50 premium for each hour worked in revenue training. Bus Operators who wish to be considered for eligibility to serve as a new operator trainer may apply during an annual application period designated by Management. Factors that will be considered in evaluating applicants are bus operating skills and work record, customer service skills and work record, attendance and punctuality, work habits, disciplinary record and employee performance reviews. GCTD management reserves the right to select and assign revenue trainers

#### Article 6.07 AUTOMOBILE USE

A. Any bus operator who is required to travel approximately one-half mile or more from the Yard to the bus operator's relief point will be furnished a GCTD vehicle for the purpose of relief. Relief points designated by GCTD shall be located at points where operators have access to reasonably adequate public facilities.

A. The furnishing of GCTD vehicles hereunder shall not apply to work breaks of one (1) hour or less.

B. Bus operator use of GCTD vehicles is for business use only. GCTD allows incidental use along the designated route from relief point to the yard only. No incidental use is allowed when going out to relieve other operators, only when returning to the GCTD yard. Refer to the bus operator policy summary book for definition. Bus operators may not take GCTD vehicles home.

#### Article 6.08 ROUTE BIDDING

A. Definitions:

Open Bid: All eligible bus operators will participate, in seniority order, in an open bid (a) at the semiannual bid times (),



(b) when new or eliminated routes are instituted, or (c) in a layoff situation.

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

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

Bump Bids will be conducted in the following manner:

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

accommodated for their vacation bid as long as they meet normal criteria such as enough hours in their bank.

.  
B. Process:

1. Bidding will be done in groups. Each group will encompass 1/8<sup>th</sup> of the operator seniority list
2. Copies of the Summary Sheets and master Bid Sheet shall be posted at least seven (7) calendar days prior to the time of bidding in an accessible location in the Drivers Lounge. Any employee on leave may request to receive notice by email; otherwise the employee shall receive notice by certified mail at the last known address. The bus operator may review the copies prior to bidding. The copies shall be updated after each group has bid. .
3. Operators shall list choices on the approved form equivalent to their position on the bid list for that day (i.e. an operator at seniority position 15 shall submit 15 choices) in preference order.
4. All bids are due to dispatch no later than 12:00 pm (noon) of the operators assigned bid date. By 2:00 pm of the same day all bid results will be posted to allow the next group time to study the available work. Forms received after 12:00 pm (noon) but before 2:00 pm will be processed on the same day, however operators submitting late forms will need to provide sufficient choices to cover the total number of bid spaces for that day. Forms received after 2:00 pm will be processed at the end of the bid after all operators have bid.
5. Beginning at 12:10 pm staff will take all bids received by 12:00 pm and process them in seniority order. If the operator's first choice is available they will be given that choice. If the first choice is not available, the operator will be given the operator's highest choice that is available. Late bid forms from the

same day will be processed last. A final list of the each day's selected runs will be posted at 2:00 pm

6. Bus operators on extended leave shall not be permitted to bid a route until the next regular bid. Extended leave is defined as a return to work date that is beyond the bid start date. Bus operators who are eligible to bid but out of the area and unavailable to bid in person may arrange in advance with the Operations Department to receive bid availability information and submit a bid by a prearranged and prescheduled phone call or by e-mail.

#### Article 6.09 LATE REPORT RULE

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

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

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

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

#### Article 6.10 FAILURE TO REPORT

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

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

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

#### Article 6.11 EXTRA BOARD

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

- 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 extraboard spots available to bid on will be based on the number of bus operators employed at the time of the first day of the bid.

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

#### **Article 6.12 RADIO COMMUNICATION**

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

#### **Article 6.13 COMPLAINT PROCEDURE**

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

advance with the director of administrative services. The supervisor shall attempt to present complaints at the end of the bus operator's shift whenever reasonably possible.

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

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

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

### **SECTION 7 UNION RIGHTS**

All Articles in Section 7 are Common Articles

**Article 7.01 REASONABLE NOTICE**  
Common Article

**Article 7.02 ACCESS TO PREMISES**  
Common Article

**Article 7.03 STEWARD ADMINISTRATIVE LEAVE**  
Common Article

**Article 7.04 ADVERSE ACTION, NOTICE AND PROCEDURES**  
Common Article



**Article 7.05 SKELLY PROCEDURE**  
Common Article

**Article 7.06 BULLETIN BOARD**  
Common Article

**Article 7.07 FAIR SHARE/AGENCY SHOP**  
Common Article

**Article 7.08 LAYOFFS**  
Common Article

**Article 7.09 MONTHLY LABOR-MANAGEMENT MEETINGS**  
Common Article

**Article 7.10 COMPLAINT FORM**  
Common Article

## **SECTION 8 CLOSING**

All Articles in Section 8 are Common Articles

**Article 8.01 TERM OF MEMORANDUM**  
Common Article

**Article 8.02 PEACEFUL PERFORMANCE**  
Common Article

**Article 8.03 SUCCESSORS AND ASSIGNEES**  
Common Article

**Article 8.04 FULL UNDERSTANDING MODIFICATION AND WAIVER**  
Common Article

## **COMMON ARTICLE SECTION**

*Common Articles that are common language to all GCTD-SEIU 721 MOUs.*

**SEE ADMINISTRATIVE SUPPORT UNIT MOU FOR NEW COMMON ARTICLE SECTION**

*Common articles will be included here in final clean version.*

**APPENDIX A**

**BUS OPERATORS WAGE TABLE**

BUS OPERATOR								
Effective	STEPS							
Date	A	B	C	D	E	F	G	H
Step Adjustment June 27, 2021	\$ 21.12	\$ 22.11	\$ 23.11	\$ 24.15	\$ 25.23	\$ 26.37	\$ 27.56	\$ 28.80
June 27, 2021	\$ 21.75	\$ 22.78	\$ 23.80	\$ 24.87	\$ 25.99	\$ 27.16	\$ 28.38	\$ 29.66
June 26, 2022	\$ 22.51	\$ 23.57	\$ 24.63	\$ 25.74	\$ 26.90	\$ 28.11	\$ 29.38	\$ 30.70
June 25, 2023	\$ 23.19	\$ 24.28	\$ 25.37	\$ 26.51	\$ 27.71	\$ 28.95	\$ 30.26	\$ 31.62
Note: Trainee Rate Removed, Step A was formerly Step B, Top Rate Adjusted to \$28.80								

**APPENDIX B**

**GCTD INSURANCE PREMIUM CONTRIBUTION TABLE**

<i>GCTD CONTRIBUTION 1/1/2022</i>	Employee	Employee + 1	Employee + Family
SEIU Represented - Full Time	\$640.86	\$1,149.12	\$1,496.53
SEIU Represented - Part Time	\$576.78	\$1,034.21	\$1,346.88

**For calendar years 2023 and 2024, GCTD agrees to cover the cost of the Kaiser plan premium increase (up to 5%) per year.**

ON BEHALF OF SEIU

ON BEHALF OF GCTD

Aram Agdaian  
SEIU 721

Steven P. Brown  
General Manager

DATE

DATE

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

| ~~**JANUARY 3, 2018 THROUGH JUNE 30, 2021**~~

| [\*\*JULY 1, 2021 THROUGH JUNE 30, 2024\*\*](#)

**MECHANICAL UNIT**

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# MEMORANDUM OF UNDERSTANDING

## MECHANICAL UNIT

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

*Part I contains Articles that are specific only to the GCTD-SEIU 721 Mechanical 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 classifications of:

Mechanic I, Mechanic II, Mechanic III, (and E-Mechanic I, II and III), Service Worker I, Service Worker II, Facility and Equipment Mechanic I, Facility and Equipment Mechanic II, Building Maintenance Worker, and Facility and Vehicle Cleaner/Sanitizer Worker.

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 Mechanical Unit and approved by Resolution duly adopted by the Board of Directors of GOLD COAST TRANSIT DISTRICT.

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

##### **Article 1.03 PARTIES' RIGHTS Common Article**

##### **Article 1.04 SEVERABILITY Common Article**

##### **Article 1.05 PAYROLL DEDUCTIONS Common Article**

##### **Article 1.06 NONDISCRIMINATION POLICY Common Article**

##### **Article 1.07 DEFINITIONS Common Article**

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

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

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

~~**Probationary Employee**—Period of time from placement into a position until the employee becomes a regular employee. Normal introductory period is the initial six (6) months of employment in a specific classification, in accordance with Section 23G of the GCTD Personnel Rules. Regular three month reviews of performance will be~~

~~conducted during the probationary period, including any extensions of the probationary period. This means that all probationary employees will receive a three-month review. Any employee whose probation is extended beyond six months will receive a six-month review, and any employee who remains on probation after nine months will receive a nine-month review.~~

~~**Full Time** Regular assignment in position is at least 35 hours a week.~~

~~**Part Time** Regular assignment in position is less than 35 hours a week.~~

~~**Extra Board** Required to work as assigned.~~

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

## SECTION 2 WAGES

### Article 2.01 WAGES AND WAGE SCHEDULE

- A. There is established a six-step wage schedule. A newly hired unit employee may be compensated at the first ("A") step or above depending on qualifications. Employees at step "A" shall be eligible for advancement to Step "B" after having served six (6) months at Step "A"; employees at Step "B" shall be eligible for advancement to Step "C" after having served six (6) months at Step "B"; employees at Step "C" and subsequent steps shall thereafter be eligible for advancement to each subsequent steps after having served one (1) year in the prior step. Step "F" is the top step.

Effective June 27, 2021, Building Maintenance Worker wages will be adjusted as indicated in Appendix "A"

GCTD agrees to cost of living wage adjustments (COLA) to classes in the bargaining

units covered by this MOU on the first pay period commencing on July 1st, 2021 three percent (3.0%), July 1st, 2022 three-and-a-half percent (3.5%), and July 1st 2023 three percent (3.0%).

See the wage scale in Appendix "A".

~~B. All current bargaining unit employees hired prior to ratification of this Agreement will receive a one-time signing bonus of \$500 if this MOU is ratified by the bargaining unit and subsequently approved by the GCTD Board of Directors on January 3, 2018. The bonus will be paid no later than January 12, 2018. Article 2.01B will be automatically deleted in the subsequent MOU.~~

### Article 2.02 LONGEVITY PAY Common Article

### Article 2.03 INCENTIVE FOR ATTENDANCE Common Article

### Article 2.04 NIGHT DIFFERENTIAL

A five percent (5%) night differential shall be paid to those employees required to work three hours or more of their work shift before 8:00 AM or after 6:00 PM.

### Article 2.05 OUT-OF-CLASSIFICATION PAY

Common Articles  
~~If the General Manager temporarily appoints a unit employee to serve as the Acting Director of Fleet & Facilities, the employee's salary shall be at least five percent (5%) greater than that being earned at the previous salary.~~

### Article 2.06 CALL-BACK PAY

A Mechanical Unit employee called back to work after leaving work at the end of the employee's shift shall be guaranteed a minimum of two hours work upon returning, or shall be guaranteed a minimum of two hours pay. This article will only apply if the call back was made by management more than 30 minutes after the employee clocked

out, and the if employee had left the property prior to the call being made.

## SECTION 3 HOURS

### Article 3.01 MECHANICAL HOURS

Work Week: A work schedule of forty (40) hours of work in a five (5) day-week, with the regular workday as an eight and one-half (8½) hour scheduled day, shall be considered as the regular working hours required for a full-time maintenance employee. Any hours in excess of that requirement shall be considered overtime work for these classifications listed in Article 1.01.

All regular and probationary, full-time maintenance employees will receive two fifteen-minute paid rest periods and one thirty-minute unpaid lunch period. Management retains the right to schedule such periods and they shall be coordinated with the shift to provide maximum flexibility and continuity of personnel on duty.

### Article 3.02 OVERTIME

A. Overtime Work - Defined: Overtime work is work performed by an employee at times other than those normally required for the employee's employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Mechanical Unit employees will be paid on a minute for minute basis for overtime. Vacation leave taken, sick leave taken and compensatory time taken shall not be counted as time worked for purposes of computing overtime.

B. Overtime Worked - Compensation: Employees shall be paid for overtime at one and one-half (1-1/2) the regular hourly rate.

C. Overtime Assignment: Overtime work, when available, should be performed by Unit employees. Overtime should be distributed and rotated by an established overtime list of those employees in the job classification required to perform the work. The ranking of the list shall be based on seniority of those individuals on the list.

D. Compensatory Time Off: Mechanical Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of sixty (60) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December 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.

### Article 3.03 SCHEDULE EXCHANGE PROGRAM

All mechanical unit employees may participate in a schedule exchange program that allows the switching of shifts within the same payroll week between two same classification employees if it is agreed upon by GCTD management. A form for the exchange of work shifts 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 mechanical unit employees within same classification have agreed. The request must also be approved by management and must not impact service coverage needs of the agency. An exchange will only be approved in situations where an employee requested vacation and the request was not approved.

B. No request will be granted that would increase either employee's 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 employee's regular work schedule and counts towards qualification for holiday pay

## SECTION 4 BENEFITS

All Articles in Section 4 are Common Articles

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

**Article 4.02 RETIREMENT**  
Common Article

**Article 4.03 LIFE INSURANCE**  
Common Article

**Article 4.04 LONG-TERM DISABILITY INSURANCE**  
Common Article

## SECTION 5 LEAVE TIME

**Article 5.01 HOLIDAYS**  
Common Article

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Common Article

**Article 5.03 EMPLOYEE SICK LEAVE DONATION PROGRAM**  
Common Article

**Article 5.04 INDUSTRIAL LEAVE**  
Common Article

**Article 5.05 BEREAVEMENT LEAVE**  
Common Article

**Article 5.06 COMMUNITY SERVICE PROGRAM LEAVE**  
Common Article

**Article 5.07 FMLA/CFRA**  
Common Article

**Article 5.08 VACATION**  
Common Article

**Article 5.09 VACATION BIDDING**

Sign-ups for vacation usage shall be conducted for two periods as follows:

1. The First scheduled vacation bid shall take place two (2) days after the first scheduled shift bid is posted in accordance with 6.08 Shift Bidding.

The first scheduled vacation period shall commence on the Sunday of the first payroll period in January and end on the Saturday before the first payroll period in July.

2. The second scheduled vacation bid shall take place two (2) days after the second scheduled shift bid is posted in accordance with 6.08 Shift Bidding.

The second scheduled vacation period shall commence on the Sunday of the first payroll period in July, ending on the first payroll period in January.

The vacation bidding period will remain open for fourteen (14) days. Vacation requests will be processed and posted seven (7) days prior to the start of the scheduled vacation period. Seniority shall be the determining factor for date selection. More than one employee may be allowed off at any one time.

After the bid cycle is completed, non-bid vacation shall be distributed on a first come-first serve basis, based on the date the request was time stamped. The Department Director shall approve the vacation requests based upon GCTD's operational needs. The Department Director will make every effort to approve or deny non-bid vacation requests no later than ten days after receipt of vacation request. Requests for vacation received five (5) days or less prior to the date of the requested vacation day will be approved at the discretion of the Department Director. If a vacation request extends over both vacation bid periods, consideration of the request will be done on a case-by-case basis.

## SECTION 6 WORKING CONDITIONS

### Article 6.01 SENIORITY

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

All Mechanical job group employees shall have seniority based on the last date of hire into the Mechanical job group.

All Service job group employees shall have seniority based on the last date of hire into the Service job group.

All Facility job group employees shall have seniority based on the last date of hire into the Facility job group.

All Cleaner/Sanitizer job group employees shall have seniority based on the last date of hire into the Cleaner/Sanitizer job group.

The groups are as follows:

Mechanical Group — Mechanic I, Mechanic II, Mechanic III, (and E-Mechanic I, II and III)

Service Group — Service Worker I, Service Worker II

Facility Group — Facility & Equipment Mechanic I, Facility & Equipment Mechanic II, Building Maintenance Worker

Cleaner/Sanitizer Group – Cleaner/Sanitizer

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

### Article 6.02 PHYSICAL EXAMINATIONS

Common Article

GCTD will provide physical examinations for

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

### Article 6.03 TEXTBOOK AND TUITION REIMBURSEMENT

Common Article

### Article 6.04 UNIFORM ALLOWANCE

A. GCTD will rent uniforms for all maintenance employees. Employees shall be responsible for placing dirty uniforms in designated receptacle on the day and time prescribed by the uniform rental company. Employees will not be held responsible for items not returned by the uniform rental company. Failure to do so will relieve GCTD of any obligation to provide clean uniforms during the week the employee fails to comply. It will be the responsibility of the employee to pay the cost for uniforms damaged due to their own negligence. Should any part of the uniform be damaged in the performance of the employee's duties without negligence by the employee, the employee will not be responsible for the cost of the replacement. Employees will, at all times they are on duty, wear uniforms as specified by GCTD that are presentable, clean and in good repair. GCTD will provide 12 shirts and pants as uniforms.

B. All regular Mechanical Unit employees shall be provided one work jacket with liner every other fiscal year during the term of this agreement, ~~starting in FY 2014-15.~~ Such jacket shall be of GCTD's selection with no cost to the employee. The jacket will have reflective properties which can be worn in lieu of a safety vest. GCTD will provide cleaning of the uniform jacket and liner four (4) times annually. Vest with liner will be provided as an option in lieu of jacket if available through the District's vendor.

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- C. All Mechanical Unit employees shall be provided the following rain gear:

- Rain Jacket
- Rain Trousers
- Rain Boots
- Rain Hood

Rain gear which is no longer serviceable will be replaced on an exchange basis.

- D. All regular and probationary maintenance personnel will wear safety shoes while on duty in accordance with GCTD Standard Safety Practices. GCTD shall provide a pair of safety shoes to all regular and probationary maintenance personnel. Annually within one week of July 1, GCTD will authorize the purchase of one pair of safety shoes, which may include insoles, at a cost not to exceed ~~\$175.00~~ \$200.00. GCTD shall not be required to replace lost or stolen boots.

- E. Employees in the position of Building Maintenance Worker, Service Worker I or Service Worker II will be provided a second pair of safety shoes, which may include insoles, every other year, with the total cost to GCTD for each fiscal year not to exceed ~~\$275.00~~ \$400. GCTD will in July authorize for Building Maintenance Worker, Service Workers (I or II) ~~the~~ purchase of safety shoes at any time during the year; one pair, not to exceed ~~\$175~~ \$200, in fiscal years that start in July of an even numbered year and two pair, not to exceed ~~\$275~~ \$400, in years that start in July of an odd numbered year. It is agreed that any costs billed to GCTD in excess of the authorized amount in any fiscal year will be reimbursed as a pickup from the employee's pay in the following pay period. Service Workers hired after January 1<sup>st</sup> of an odd numbered year, who are provided one pair of safety shoes when first hired, will be authorized in the following July to purchase only one additional pair the following fiscal year.

- F. Safety shoes which meet specifications described in GCTD Standard Safety Practices shall be purchased from a vendor with whom GCTD has established a business agreement. GCTD will provide the employee with an approved purchase form, and GCTD will be directly billed by the vendor. Shoe purchases will be made outside of the employee's work shift and on the employee's own time. GCTD agrees to meet and confer with SEIU 721 prior to changing safety shoe vendor(s).

#### **Article 6.05 ACCIDENT REVIEW BOARD** Common Article

#### **Article 6.06 SAFETY**

All maintenance positions shall be responsible for keeping their work area clean and neat as well as complying with OSHA regulations and reasonable GCTD policies on safety.

GCTD agrees that SEIU's ~~business agent representative~~ shall be permitted, to the extent possible, to accompany management on safety inspections conducted by the safety representative of ~~the State Compensation Insurance Fund~~ Certified Unified Program Agencies (CUPA).

#### **Article 6.07 TOOLS**

A. All standard mechanic positions shall supply their own hand tools, "roll-aways," and shall likewise be responsible for their maintenance, repair and cleanliness.

B. GCTD's mechanic tool reimbursement allowance shall apply to each regular Mechanic (I, II and III) and Facility and Equipment Mechanic (I and II), who have successfully completed their probationary period. Reimbursement will be up to ~~\$700~~ \$1,000 per fiscal year, for FY 2021-22, FY 2022-23, and FY 2023-24. in FY 2017-18 (July 2017 through June 2018) and \$750 per fiscal year in FY 2018-19. Beginning in FY 2019-20, increases to the tool allowance will be based on Los Angeles area CPI for the period of the preceding calendar year. (Example: For FY19-20, increase will be the



~~FY2018-19 amount, \$750, increased by the calendar 2018 Los Angeles area CPI).~~

C. All eligible Mechanics (I, II and III), Electronic Mechanics (I, II and III) and Facility and Equipment Mechanics (I and II) shall be reimbursed up to the allowable amount respectively, upon written proof of purchase of mechanic tools that will be utilized for the repair of GCTD fleet or facilities, respectively. Written proof shall be in the form of a fully completed bona fide receipt from the supplier with the name, address, and specific tools utilized for the repair of GCTD fleet. The receipt shall be signed by a representative of the supplier and dated.

Receipts for mechanic tools which exceed the employee's annual allotment may be submitted by the employee for reimbursement in subsequent years until the receipt has been fully reimbursed. GCTD shall be relieved of any obligation to reimburse the employee for non-applicable tools or other materials, and failure to comply with other conditions set forth above.

D. Newly eligible employees may receive reimbursement in the first year of eligibility prorated by the number of full or partial months for which they are eligible in that fiscal year. (Example: An employee who passes probation and becomes eligible effective April 15<sup>th</sup> is eligible for three months - April, May and June – out of twelve; the employee may be reimbursed in that fiscal year to a maximum of 25% - 3/12<sup>ths</sup> – of the annual fiscal year maximum). Receipts for qualifying tools purchased after the employee's hire date but prior to the employee becoming eligible for this program may be submitted after the employee becomes eligible for the program as described in paragraph (C) above.

E. GCTD shall permit tool trucks to visit the GCTD facility on a scheduled basis. The trucks will be encouraged to visit during lunch or break periods. Mechanical Unit employees will be allowed to clock out to visit the tool trucks, if it is not their lunch or break time, a total of thirty (30) minutes per month. This thirty (30) minute time period shall be unpaid by GCTD.

#### **Article 6.08 SHIFT BIDDING**

A. Scheduled shift bids shall be conducted on the first Tuesday of December and on the first Tuesday of June in conjunction with Article 5.09. Management will post a notice two weeks prior to the scheduled bid informing employees of the impending process. Results of the shift bid shall be posted two days after the completion of the shift bid.

1. The first scheduled shift bid in December, shall commence on the Sunday of the first payroll period in January and end on the Saturday before the first payroll period in July

2. The second scheduled shift bid in June, shall commence on the Sunday of the first payroll period in July and end on the first payroll period in January.

B. Shift preference shall be given to the most senior employee; seniority as defined in the MOU. Management retains the right to initiate an unscheduled shift bid at any time based on operating requirements.

### **SECTION 7 UNION RIGHTS**

All Articles in Section 7 are Common Articles

**Article 7.01 REASONABLE NOTICE**  
Common Article

**Article 7.02 ACCESS TO PREMISES**  
Common Article

**Article 7.03 STEWARD  
ADMINISTRATIVE LEAVE**  
Common Article

**Article 7.04 ADVERSE ACTION,  
NOTICE AND PROCEDURES**  
Common Article

**Article 7.05 SKELLY PROCEDURE**  
Common Article

**Article 7.06 BULLETIN BOARD**  
Common Article

Article 7.07 FAIR SHARE/AGENCY  
SHOP  
Common Article

**COMMON ARTICLE SECTION**  
Common Articles that are common  
language to all GCTD-SEIU 721 MOUs

Article 7.08 LAYOFFS  
Common Article

**SEE ADMINISTRATIVE SUPPORT UNIT  
MOU FOR NEW COMMON ARTICLE  
SECTION**

Article 7.09 MONTHLY LABOR-  
MANAGEMENT MEETINGS  
Common Article

Common Articles will be added here to  
clean version.

Article 7.10 COMPLAINT FORM  
Common Article

## APPENDIX A

### MECHANICAL UNIT WAGE TABLE

Mechanic I *						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 20.81	\$ 21.31	\$ 22.99	\$ 24.15	\$ 25.35	\$ 26.59
June 26, 2022	\$ 21.53	\$ 22.06	\$ 23.79	\$ 25.00	\$ 26.24	\$ 27.53
June 25, 2023	\$ 22.18	\$ 22.72	\$ 24.51	\$ 25.75	\$ 27.02	\$ 28.35
Mechanic II *						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 27.21	\$ 28.54	\$ 29.99	\$ 31.52	\$ 33.05	\$ 34.74
June 26, 2022	\$ 28.17	\$ 29.54	\$ 31.04	\$ 32.62	\$ 34.21	\$ 35.96
June 25, 2023	\$ 29.01	\$ 30.43	\$ 31.97	\$ 33.60	\$ 35.24	\$ 37.04
Mechanic III *						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 28.25	\$ 30.86	\$ 31.19	\$ 32.74	\$ 34.34	\$ 36.48
June 26, 2022	\$ 29.24	\$ 31.94	\$ 32.28	\$ 33.89	\$ 35.54	\$ 37.76
June 25, 2023	\$ 30.12	\$ 32.90	\$ 33.25	\$ 34.91	\$ 36.61	\$ 38.89
Service Worker I						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 18.74	\$ 19.69	\$ 20.62	\$ 21.64	\$ 22.74	\$ 23.84
June 26, 2022	\$ 19.39	\$ 20.38	\$ 21.34	\$ 22.40	\$ 23.54	\$ 24.68
June 25, 2023	\$ 19.97	\$ 20.99	\$ 21.98	\$ 23.07	\$ 24.24	\$ 25.42
Service Worker II						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 19.23	\$ 20.18	\$ 21.14	\$ 22.17	\$ 23.29	\$ 25.03
June 26, 2022	\$ 19.90	\$ 20.88	\$ 21.88	\$ 22.94	\$ 24.10	\$ 25.91
June 25, 2023	\$ 20.50	\$ 21.51	\$ 22.53	\$ 23.63	\$ 24.83	\$ 26.68
Facility and Equipment Mechanic I						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 20.81	\$ 21.31	\$ 22.99	\$ 24.15	\$ 25.35	\$ 26.59
June 26, 2022	\$ 21.53	\$ 22.06	\$ 23.79	\$ 25.00	\$ 26.24	\$ 27.53
June 25, 2023	\$ 22.18	\$ 22.72	\$ 24.51	\$ 25.75	\$ 27.02	\$ 28.35
Facility and Equipment Mechanic II						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 27.21	\$ 28.54	\$ 29.99	\$ 31.52	\$ 33.05	\$ 34.74
June 26, 2022	\$ 28.17	\$ 29.54	\$ 31.04	\$ 32.62	\$ 34.21	\$ 35.96
June 25, 2023	\$ 29.01	\$ 30.43	\$ 31.97	\$ 33.60	\$ 35.24	\$ 37.04
Building Maintenance Worker						
Effective Date	STEPS					
	A	B	C	D	E	F
Step Adjustment June 27, 2021	\$ 18.67	\$ 19.59	\$ 20.52	\$ 21.52	\$ 22.61	\$ 24.30
June 27, 2021	\$ 19.23	\$ 20.18	\$ 21.14	\$ 22.17	\$ 23.29	\$ 25.03
June 26, 2022	\$ 19.90	\$ 20.88	\$ 21.88	\$ 22.94	\$ 24.10	\$ 25.91
June 25, 2023	\$ 20.50	\$ 21.51	\$ 22.53	\$ 23.63	\$ 24.83	\$ 26.68
Cleaner / Sanitizer Worker						
Effective Date	STEPS					
	A	B	C	D	E	F
June 27, 2021	\$ 16.18	\$ 16.98	\$ 17.83	\$ 18.72	\$ 19.64	\$ 20.62
June 26, 2022	\$ 16.75	\$ 17.58	\$ 18.45	\$ 19.37	\$ 20.33	\$ 21.34
June 25, 2023	\$ 17.25	\$ 18.11	\$ 19.01	\$ 19.95	\$ 20.94	\$ 21.98
*E Mechanic +\$1/hour						

**APPENDIX B**

**GCTD INSURANCE PREMIUM CONTRIBUTION**

<i><u>GCTD CONTRIBUTION 1/1/2022</u></i>	Employee	Employee + 1	Employee + Family
SEIU Represented - Full Time	\$640.86	\$1,149.12	\$1,496.53
SEIU Represented - Part Time	\$576.78	\$1,034.21	\$1,346.88

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**For calendar years 2023 and 2024, GCTD agrees to cover the cost of the Kaiser plan premium increase (up to 5%) per year.**

ON BEHALF OF SEIU

\_\_\_\_\_  
Aram Agdaian  
SEIU 721

DATE

\_\_\_\_\_

ON BEHALF OF GCTD

\_\_\_\_\_  
Steven P. Brown  
General Manager

DATE

\_\_\_\_\_

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**DATE** February 2, 2022 **Item #7**

**TO** GCTD Board of Directors

**FROM** Alex Zaretsky, Acting Human Resources Director AGZ

**SUBJECT** **Consider Adoption of Resolution #2022-04 to Implement Revisions to Gold Coast Transit District Personnel Rules effective February 2, 2022**

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## **I. EXECUTIVE SUMMARY**

Periodically GCTD's personnel rules are subject to an update. This update is based on minor changes, with California employment law and consistencies with the MOU's. The last update was completed on September 30, 2020 and approved by GCTD's Board of Directors on October 7, 2020.

This report provides an update to GCTD's personnel rules and three standalone policies. Staff along with employment counsel updated the applicable sections in the personnel rules and referenced the sections in this Board report, with the attachment "mark-up". Also, staff provided a copy of this Board report and attachments to Union management, SEIU and Teamsters.

Below is a summary of the significant changes to the personnel rules including the statutory regulations that apply to the following recommended changes:

1. **Personnel Rules, Section 1: Compensation: Section 3: Overtime exclusions:** Added: Recent Board approved exempt positions.
2. **Personnel Rules, Section 1: Compensation Section 5: Bilingual Pay:** Updated to mirror represented employees on bilingual pay.
3. **Personnel Rules, Section 1: Compensation Section 7: Insurance:** Updated to mirror represented employees' benefits, OPT out of Medical Insurance, \$ 150.00 per month.
4. **Personnel Rules, Section 11: Paid Industrial:** Added Language: The integration form must be submitted to the payroll department prior to the end of the pay period.
5. **Personnel Rules, Section 13: Jury Duty:** Add language: "Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty."
6. Bereavement Leave Section 14 and PDL Section 15 are out of order (clean-up in order).

### **GOLD COAST TRANSIT DISTRICT**

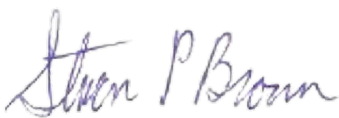
7. **Personnel Rules, Section 14: Bereavement leave:**  
Second paragraph second sentence fragment (clean-up)
8. **Personnel Rules, Section 15A: Family and Medical leave:** Added language: The integration form must be submitted to the payroll department prior to the end of the pay period
9. **Personnel Rules, Section 16: Civil Air Patrol Leave:**  
Add language to end of section: "We will not discriminate or retaliate against you based upon your membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with our Company."
10. **Personnel Rules, Section 20: Textbook and Tuition:** Updated to mirror represented employees' benefits, i.e., Memorandum of Understanding, \$ 1200.00.
11. **Policy: Standards of Conduct Policy (Applicable to Non-Represented Personnel):** Add language, in section in wrongdoing: "Being under the influence of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs" Updated to conform with current practices
12. **Policy: California Consumer Privacy Protection Act:** Removed "required if GPS used"
13. **Policy: Zero Tolerance Policy for Workplace Violence:** Add language, under specific examples: "Hitting or shoving another person: "Unauthorized or inappropriate use of firearms or weapons" "The conviction of an employee or any representative of the Company under any criminal code relating to violence or threats of violence".

## II. ADDITIONAL INFORMATION

GCTD's other long standing employment policies are compliant.

## III. RECOMMENDED ACTION

**It is recommended that the Board adopt Resolution 2022-04 to implement the revised Gold Coast Transit District Personnel Rules, effective February 2, 2022.**



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General Manager's Concurrence



## RESOLUTION NO. 2022-04

### A RESOLUTION OF THE BOARD OF DIRECTORS OF GOLD COAST TRANSIT DISTRICT PROVIDING FOR THE REVISIONS TO THE PERSONNEL RULES

WHEREAS, Gold Coast Transit had in effect a Resolution providing for employment terms and conditions, most recently amended by Resolution 2020-08 adopted on October 7, 2020; and

WHEREAS, it has been determined that some of the Personnel Rules required modifications to sections to include important changes to California employment law.

**Personnel Rules, Section 1: Compensation: Section 3: Overtime exclusions:** Added language: recent Board approved positions.

**Personnel Rules, Section 1: Compensation Section 5: Bilingual Pay:** Updated to mirror represented employees

**Personnel Rules, Section 1: Compensation Section 7: Insurance:** Updated to mirror represented employees' benefits, OPT out of Medical Insurance, \$ 150.00 per month.

**Personnel Rules, Section 11: Paid Industrial:** Added Language: The integration form must be submitted to the payroll department prior to the end of the pay period.

**Personnel Rules, Section 13: Jury Duty:** Add language: "Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty."

Bereavement Leave Section 14 and PDL Section 15 are out of order.

**Personnel Rules, Section 14: Bereavement leave:**  
Second paragraph second sentence appears to be a sentence fragment.

**Personnel Rules, Section 15A: Family and Medical leave:** Added language: The integration form must be submitted to the payroll department prior to the end of the pay period

**Personnel Rules, Section 16: Civil Air Patrol Leave:**  
Add language to end of section: "We will not discriminate or retaliate against you based upon your membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with our Company."

**Personnel Rules, Section 20: Textbook and Tuition:** Updated to mirror represented employees' benefits, i.e., Memorandum of Understanding, \$ 1200.00.

**Policy: Standards of Conduct Policy: (Applicable to Non-Represented Personnel):** Add language, in section in wrongdoing: "Being under the influence of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs" Updated to conform with current practices

**Policy: California Consumer Privacy Protection Act:** Removed "required if GPS used"

**Policy: Zero Tolerance Policy for Workplace Violence:** Add language, under specific examples: "Hitting or shoving another person: "Unauthorized or inappropriate use of firearms or weapons" "The conviction of an employee or any representative of the Company under any criminal code relating to violence or threats of violence".

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 2022-04 on February 2, 2022.

PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF FEBRUARY 2022

---

Bryan MacDonald  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-04 was duly adopted by the Board of Directors of Gold Coast Transit District at a regular meeting thereof held on the 2<sup>nd</sup> day of February 2022.

---

Steven P. Brown  
Secretary of the Board

## **ATTACHMENT A- PAGE MARKUPS**

### **EXHIBIT A**

## PERSONNEL RULES



A consolidation of Board resolutions and minute orders.

Revised February 2, 2022~~September 30, 2020~~

## IMPORTANT EMPLOYEE NOTICE

This employee handbook is not an employment contract. It does not confer any contractual or other rights upon Gold Coast Transit District or its employees. Nothing in this employee handbook or in any other policy documents referred to herein creates or is intended to create a promise or a representation of guaranteed or continued employment for any employee.

Further, nothing in this employee handbook is intended to prohibit an employee from discussing the employee's own wages, discussing the wages of others, inquiring about another employee's wages, or aiding or encouraging any other employee to exercise his or her rights under California's Fair Pay Act. In addition, as used in this employee handbook, "Confidential Information" does not refer to the terms and conditions of an employee's employment including, but not limited to, wages, hourly rate, salary, benefits, hours of employment, job performance, personnel records, disciplinary matters, workload, managers/supervisors, staffing, or workplace complaints unless otherwise required by law. This policy is not intended to interfere with employee's rights, pursuant to state or federal law (including the National Relations Labor Act), to access, or communicate, the above information, or to engage in protected concerted activity pursuant to the National Relations Labor Act or to bring such issues to attention of management at any time.

Finally, nothing in the employee handbook prohibits an employee from reporting possible violations of federal, state or local law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. Employees do not need the prior authorization of Gold Coast Transit District to make any such reports or disclosures, and employees are not required to notify Gold Coast Transit District that they have made such reports or disclosures.

**This handbook supersedes any prior handbook, verbal or written policy or procedure that may conflict with its provisions. We reserve the right to modify or change any of the policies or procedures contained in this handbook as necessary. Any changes to this handbook will be in writing. No oral statements, representations, conduct or practices of any officer or employee of the company will modify any of these policies.**

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## I. COMPENSATION

### SECTION 1: SALARY RATES

- A. Represented Positions: The salary rates of the following position titles are established pursuant to memoranda of understandings entered into by and between the Board of Directors of Gold Coast Transit District, Service Employees International Union Local #721 and International Brotherhood of Teamsters Local 186, as adopted by resolutions of the Board of Directors:

#### SFIU #721

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  
Facility & Vehicle Cleaner-Sanitizer

#### TEAMSTERS LOCAL 186

Customer Service Supervisor  
Maintenance Administration Supervisor  
Operations Safety & Training Supervisor  
Operations Supervisor

- 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.
- D. Equal Pay: Unlawful pay discrimination is strictly prohibited by law and Gold Coast Transit District policy. Gold Coast Transit District will not pay any of our employees wage rates that are less than what we pay employees of the opposite sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under similar working conditions.

Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.

### 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, as well as based upon legitimate business considerations.
- 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 the employee's 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. The outcome of a performance review and any compensation adjustment received will not alter a non-represented employee's at-will status, if applicable.
- 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 in accordance with applicable law. Overtime shall not be pyramided or compounded. All overtime hours must be authorized in advance by Department Manager, Department Director or General Manager. If

a non- exempt, non-represented employee works unauthorized overtime, the employee will be paid for their time, but the employee will also be disciplined or terminated for doing so.

- 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  
Assistant General Manager  
Director of Finance ~~and Administration~~  
Director of Human Resources  
Director of Planning & Marketing  
Director of Operations & Maintenance  
Operations Manager  
Human Resources and Risk Manager  
Fleet Manager  
IT Manager  
~~IT Technician~~  
Paratransit and Special Projects Manager  
~~Mobility Management Coordinator~~  
Purchasing Manager /DBE Officer  
Communications and Marketing Manager  
Planning Manager  
Transit Planner I and Transit Planner II  
Accounting Manager  
Finance Manager  
~~Revenue Specialist~~  
~~Accounting Analyst~~  
~~Finance Analyst~~  
HR Generalist  
HR Generalist  
Buyer  
Office Coordinator/Executive Assistant

#### **SECTION 4: LONGEVITY PAY**

(Non-represented personnel)

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

- A. Employees shall receive an additional sum equal to one percent (1%) of the basic salary step held by the employee for each five (5) years of GCTD service.
- B. The additional payment shall be made at

each time any installment of salary is made to the eligible employee, and the amount of the additional payment shall be predicated upon the increment of salary then paid.

#### **SECTION 5: BILINGUAL PAY**

Consistent with the need of GCTD for bilingual ability, a GCTD 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 ~~\$60.00 \$55.00~~ per month (~~\$.35-.3174~~ per hour) for positions requiring bilingual speaking and ~~\$90.00 \$85.00~~ per month (~~\$.524904~~ 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 District, Service Employees International Union Local #721 and International Brotherhood Teamsters Local 186 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: GCTD shall make available group medical-hospital, dental and vision care insurance options for all eligible employees, including opt out. Employees are eligible for coverage in accordance with the terms of the applicable insurance policy and the Affordable Care Act, as well as any equivalent local, state or federal laws. The details of our insurance benefits are controlled by the terms of the health, dental and vision insurance plans.

The Director of Finance and Administration will publish annually, for each calendar year, the maximum insurance premium contributions made by GCTD for health, dental and vision 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 understandings entered into by and between the Board of Directors of Gold Coast Transit District, Service Employees International Union Local #721 and International Brotherhood of Teamsters Local 186, 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 (unless otherwise required by applicable law or the plan documents).

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 GCTD is the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members. The retirement program for GCTD includes the 1959 Survivor Benefit Level IV, for which the employee is responsible for paying the premium.

Effective July 3, 2016, "classic" employees shall contribute toward the employee contribution portion 6% of covered wages and GCTD will pay 2% of covered wages

For any fiscal year in which GCTD's employer contribution to the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members' retirement program is 10% or less of covered wages, the "recent employees" employee contribution share percentage will be reduced from 6% of covered wages by the difference. *(Example: If GCTD's employer contribution were 9.25%, the employee contribution share percentage would drop by .75% [10%-9.25%]; this would make the "recent employees" employee contribution 5.25% [6%-.75%].)*

C. Employees hired on or after January 1, 2013, who do not qualify as "classic" members in accordance with CalPERS policies are considered "PEPRA" members. For PEPRA members the retirement program for GCTD is the CalPERS 2% @ 62 full and supplemental formula for local miscellaneous members. The retirement program for GCTD 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.

GCTD acknowledges that all GCTD employees covered by this section are considered transit employees as defined in California Government Code section 7522.02, and GCTD 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 workweek.

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

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

YEARS OF SERVICE	HOURS PER MONTH	HOURS BIWEEKLY
Less than 3	6-2/3	3.077
3 but less than 5	8	3.693
5 but less than 7	8-2/3	4.000
7 but less than 9	9-1/3	4.308
9 but less than 10	10	4.616
10 but less than 11	10-2/3	4.924
11 but less than 12	11-1/3	5.231
12 but less than 13	12	5.539
13 but less than 14	12-2/3	5.847
14 but less than 15	13-1/3	6.154
15 or more	14	6.462

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 workweek to receive 1/2 the vacation entitlement. Certain part-time positions may be approved to be excluded from receiving benefits, subject to local, state or federal law.

The General Manager shall receive vacation accrual in accordance with the General Manager's employment agreement.

C. Vacation Termination Pay: Any employee who leaves the service of GCTD shall be paid for accrued but unused vacation at the employee's current salary or hourly rate.

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 GCTD. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTD's functions will not be negatively impacted.
- E. Additional Vacation in Lieu of Sick Leave: When an employee's accumulated sick leave credit as of January 1 of each calendar year exceeds the maximum allowable amount of 1,440 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 or salary rate. Such employee must have a minimum of forty (40) hours accrued vacation leave remaining on the books 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 GCTD personnel. Exceptions are from agreements made in memoranda of understandings entered into by and between the Board of Directors of Gold Coast Transit District, Service Employees International Union Local #721 and International Brotherhood of Teamsters Local 186.

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, based on the hours the employee would have otherwise worked. Any such paid sick leave time shall be deducted from the employee's accrued sick leave.

In accordance with California's Paid Sick Leave Law (AB 1522). All employees who become full-time or part-time regular employees, earn 1 hour

of sick leave for every thirty (30) hours worked and shall accrue a sick leave entitlement.

In accordance with California's Paid Sick Leave Law (AB 1522). A temporary or per diem employee shall accrue paid sick leave by working on or after January 1, 2015, for at least 30 days for GCTD within a year and by satisfying a 90-day employment (probationary) period before a temporary or per diem employee can actually take sick leave. Accrued sick leave may be used starting on the 90<sup>th</sup> day of employment.

GCTD's part-time or full-time temporary or per-diem employees earn 1 hour of sick leave for every thirty (30) hours worked. All temporary or per diem employees shall accrue to a maximum of 48 hours or six days (whichever is greater) in a 12 month period. Once a part-time or full-time temporary employee has reached the maximum cap (48 hours or 6 days), that employee will not earn any additional paid sick leave until the employee has used enough sick leave to fall below the cap.

- A. The maximum sick leave which may be accumulated by any regular full-time or part-time 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 all 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 District. 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 at least one hour before scheduled to work or as soon as possible in light of the circumstances. When requesting sick leave, employees should not disclose private medical information or other confidential personal information. Subject to applicable law, the General Manager, or designee, may require verification in the form of a note from a medical physician confirming the absences. 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. GCTD will pay fifty percent (50%) of accumulated sick leave upon death, retirement or other voluntary employment separations as determined by GCTD'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 twenty four (24) 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, an exception applies, as stated in the Healthy Workplace Family Act of 2014 (California's Paid Sick Leave Law (AB1522), section 10 Paid Sick leave). Violations of abuse of sick leave privileges may result in disciplinary action and loss of pay.

Subject to applicable law, an employee may use accrued sick leave for any statutory protected leaves, including, among others, FMLA/CFRA/PDL, Military Family Leave Entitlements, Domestic Violence (sexual assault or stalking) Kin Care Leave: Cal. Lab. Code § 233, Organ and Bone Marrow Donor Leave: Cal. Lab. Code §§ 1508 to 1513, Alcohol and Drug Rehabilitation Leave: Cal. Lab. Code §§ 1025 to 1028. In addition sick leave can be used for preventative care or the diagnosis, care or treatment of an existing health condition including, things like, medical or dental appointments. Accrued sick leave may be used to care for your injured or ill family member, including any of the following: a 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, grandparent, grandchild or a legal guardian), spouse, or registered domestic partner of the employee, or any other family members specified by applicable law. Subject to legal compliance, leaves of absence for full-time regular and part-time regular employees who do not qualify for statutory leaves (for example), PDL, NDAA/ MFL, FMLA/CFRA, Domestic

Violence Leaves, are granted at the discretion of the General Manager. Subject to applicable law, this section does not extend the maximum period of any leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act, the California Family Rights Act, or any other statutory leave, 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 understandings entered into by and between the Board of Directors of Gold Coast Transit District, Service Employees International Union Local #721 and International Brotherhood Teamsters Local 186.

Any employee incapacitated from working 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 GCTD are entitled to industrial injury leave, medical care and other Workers' Compensation benefits.

In some circumstances, the realities of business or business necessity might require GCTD to hire a replacement on a permanent basis, and that in the event, if the position is not available if and when the employee is released to return to work, subject to legal compliance, GCTD may not be able to reinstate that employee. To clarify, GCTD may consider allowing the employee to transfer to other positions for which the employee is qualified and where required, Gold Coast Transit District will consider making reasonable accommodations for any disability an employee may have in accordance with applicable laws.

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 GCTD employee is disabled temporarily and is entitled to

receive temporary disability indemnity benefit payments provided under the Worker's Compensation Insurance and Safety Act, the employee shall receive any accumulated sick leave or vacation time up to the amount of the employee's normal net take home pay, but not to exceed a total period of twenty-six (26) weeks for any one injury or all combined injuries within one calendar year. The use of vacation time or sick leave will be coordinated (integrated) with any disability indemnity benefit payments provided under the Workers' Compensation Insurance and Safety Act. The integration form must be submitted to the payroll department prior to the end of the pay period.

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.

GCTD 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 GCTD, and the employee will be responsible for paying the employee share. If the employee does not to pay the employee's 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 District benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue whenever a GCTD 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 as soon as possible under the circumstances. The supervisor must complete the Supervisor's Report of Accident form and have it filed with GCTD'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 physician's 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. GCTD will not discriminate or retaliate against any employee based upon membership or service in any state or federal military force, as it pertains to any term, GCTD.

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

If a GCTD 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. Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty. In excess of five days is chargeable to accrued vacation leave, at the employee's discretion.

~~A regular employee may take an additional two (2) days, chargeable to accumulated other 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 14: PREGNANCY DISABILITY LEAVE (PDL)**

September 30, 2020

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 unless the qualifications for CFRA have not been met.

Any employee who is disabled as a result of pregnancy, childbirth, or related medical condition shall receive up to four months leave (up to 17.3 workweeks) per pregnancy. For employees who work part-time or do not work a regular schedule the PDL covers the amount of time the employee would typically work in a four-month period. Such leave shall be without pay except subject to applicable law, an employee may use accrued, unused vacation, sick and personal days during the (FMLA/CFRA, PDL) leave period, either in whole, or in part by integration with a state paid benefit. The integration form must be submitted to the payroll department prior to the end of the pay period. Employees will continue to accrue such benefits while they are being paid by GCTD any accumulated sick leave and vacation time **(Section 15A, Subsection 3) PAID LEAVE FOR CHILD/FAMILY CARE OR FOR EMPLOYEE'S SERIOUS HEALTH CONDITION /FMLA/CFRA/ PDL OR NDAA / MILITARY FAMILY LEAVE).**

At the General Manager's discretion, longer leaves of absence may be granted if requested by the employee in writing.

~~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 15: 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 five (5) working days' leave of absence with pay. Immediate family shall be the father, mother, spouse or registered domestic partner, children (biological adopted or step), brother, sister, grandparent, grandchild, father-in-law or mother-in-law of the employee.

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The first five days of bereavement leave taken by an employee are not chargeable to accrued sick leave. Any authorized bereavement leave taken

A regular employee may take an additional two (2) days, chargeable to accumulated other 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.

~~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 unless the qualifications for CFRA 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 understandings entered into by and between the Board of Directors of Gold Coast Transit District, Service Employees International Union Local #721 and International Brotherhood of Teamsters Local 186.

Gold Coast Transit District 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

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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 12 months of service with Gold Coast Transit District and have worked a minimum of 1,250 hours in the 12-month period preceding the leave to be eligible for such leave. A prior employee returning back to GCTD may qualify for leave based on aggregate years of service (within the past seven years).

**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 District's FMLA/CFRA or Military Family Leave Request Forms.

B. If the leave is unexpected, an employee should notify his/her supervisor and the human resources department by filing the FMLA/CFRA or Military Family Leave Request Forms as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when the employee becomes aware of the need for leave).

C. Any time that an employee expects to be or is absent for more than three consecutive work days as a result of their own serious health condition (including pregnancy), he/she will be required to submit appropriate medical certification from their physician. Such



certification must include, at a minimum, the 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 District at Gold Coast Transit District'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/FMLA/CFRA/ PDL OR NDAA / MILITARY FAMILY LEAVE**

All Gold Coast Transit District benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of State Disability Insurance (SDI) / state Paid Family Leave (PFL), FMLA/CFRA, PDL, NDAA/Military Family Leave which is unpaid by GCTD. Subject to applicable law, an employee may use accrued, unused vacation, sick and personal days during the (SDI) /PFL /FMLA/CFRA, PDL, NDAA, MFL) leave period, either in whole, or in part by integration with a state paid benefit. The integration form must be submitted to the payroll department prior to the end of the pay period. Employees will continue to accrue such benefits while they are being paid by GCTD any accumulated sick leave and vacation time. Once such benefits are exhausted, the balance of the leave will be without GCTD 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 District with a release to return to work from the treating physician. GCTD may require the employee to be assessed by GCTD'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 District 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 (MFL).

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

Leaves of absence for full-time regular and part-time regular employees who do not qualify for (State of California job protected leave) PDL, NDAA/MFL, FMLA/CFRA are granted at the discretion of the General Manager, subject to applicable law, 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 District's Leave-of-Absence Form. (Normally, this should be within two business days of when the employee becomes aware of the need for leave).

B. All Gold Coast Transit District 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, either in whole, or in part by integration with a state benefit (SDI/PFL). Employees will continue to accrue such benefits while they are being paid by GCTD any accumulated sick leave and vacation time. Once such benefits are exhausted, the balance of the leave will be without GCTD pay. Such employees may be eligible for other disability benefits in accordance with applicable federal or state law.

C. Unless applicable federal, 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. Subject to legal compliance, 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 District 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 District'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. Unless otherwise required by applicable law, 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.

### Witness Duty Leave: Cal. Lab. Code § 230(b)

#### Eligible Employees

All California employees, including crime victims who must appear in court to comply with a subpoena or court order are eligible for this leave ([Cal. Lab. Code § 230\(b\)](#)).

### Crime Victim Leave: Cal. Lab. Code §§ 230.2 and 230.5

#### Eligible Employees

California employees are eligible for this leave if they are:

- The victim of an enumerated crime.
- An immediate family member of a victim of an enumerated crime.
- A registered domestic partner of a victim of an enumerated crime.
- The child of a registered domestic partner of a victim of an enumerated crime

### Domestic Violence, Sexual Assault, and Stalking Victim Leave: Cal. Lab. Code §§ 230.1 and 230(c)

Eligible Employees. All California employees who are victims of domestic violence, sexual assault or stalking are eligible for this leave to obtain any relief to help ensure their health, safety and welfare, and that of their children, including:

- A temporary restraining order.
- A restraining order.
- Other injunctive relief.

([Cal. Lab. Code § 230\(c\)](#).)

Employees are also entitled to time off without pay to seek medical attention, to obtain assistance or services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling or to take other steps to ensure your safety and well-being. You must provide GCTD's Human Resources Department with reasonable advance notice whenever possible, and with documentation of the need for time off. Proper documentation may include a



police report, a restraining order or other notice of a court appearance, or documentation from a medical professional, health care provider, domestic violence advocate, or counselor stating that you are undergoing treatment for physical or mental injuries or abuse. You may use any accrued paid time off while on this leave. This time off will run concurrently with leave time provided under the FMLA/CFRA.

If these situations arise, we will work with the affected employee to determine whether there are any reasonable accommodations that would enable the employee to perform the employee's job duties without causing undue hardship to GCTD. (Cal. Lab. Code § 230(c).)

School Activity Leave: Cal. Lab. Code §§ 230.7 and 230.8

Eligible Employees

GCTD will give employees unpaid time off if the employee is a parent or guardian of a student and the employee has been summoned to appear at the student's school under the Education Code or there is a child care provider or school emergency under the Labor Code.

Parents, stepparents, foster parents, grandparents, guardians or a person standing in loco parentis with custody of a child in a licensed child care provider or in kindergarten through grade 12, is eligible take up to 40 unpaid hours (no more than eight hours per calendar month) for each child during each school year to participate in the child's school activities, or to find, enroll, or reenroll a child in a school or with a child care provider. Employees must give reasonable notice to GCTD's Human Resources Department. Employees can apply accrued paid time off benefits to this leave. If two eligible employees want to take the same leave to attend the same child's activity, GCTD will grant leave to the employee who makes the first request, and GCTD may grant leave to the second employee if business circumstances permit us to do so.

Volunteer Firefighter and Reserve Police Leave: Cal. Lab. Code §§ 230.3 and 230.4

Eligible Employees

Volunteer firefighters, reserve peace officers and emergency rescue personnel (including any officer, employee or member of a disaster medical response team sponsored by the state),

may take all necessary unpaid time off from employment to perform emergency duty. They may also take up to 14 days of unpaid leave each calendar year for the purpose of engaging in fire, law enforcement or emergency rescue training.

Employees must provide as much advance notice as possible to GCTD Human Resources Department and they must provide documentation of their need for leave. If employees are a health care providers they must notify GCTD at the time they become designated as "emergency rescue personnel" and when they are notified of deployment based on that designation. (Section 230.3 of the California Labor Code.

Alcohol and Drug Rehabilitation Leave: Cal. Lab. Code §§ 1025 to 1028

Eligible Employees

If employees voluntarily request the opportunity to enter and participate in an alcohol or drug (including marijuana) rehabilitation program, GCTD will reasonably accommodate the request by granting a leave of absence for that purpose, provided that it does not impose an undue hardship on GCTD. Employees may use accrued paid time off benefits during the leave of absence. We do not pay for the rehabilitation program. Employees must provide proof of attendance in the program. Employees are not eligible for a leave of absence if they are already subject to discipline or termination for a violation of this policy or any other Company policy.

Civil Air Patrol Leave: Cal. Lab. Code §§ 1500 to 1507

Eligible Employees

All employees of covered employers are eligible for this leave, if they:

- Have been employed for at least 90 days before beginning leave.
- Are a volunteer member of the California Wing of the Civil Air Patrol.

Are responding to an emergency operational mission of the California Wing of the Civil Air Patrol. To request a leave of absence, submit documentation of your service to GCTD Human Resources Department.

We will not discriminate or retaliate against you based upon your membership or service in any state or federal military force, as it pertains to any term, condition or privilege of employment with our Company.

Organ and Bone Marrow Donor Leave: Cal. Lab.

#### Code §§ 1508 to 1513

Employees are eligible for leave of up to five business days in any twelve consecutive months to serve as a bone marrow donor, and leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. This leave is paid by GCTD, except that if employees have accrued sick leave or vacation days available, they must apply five days of their accrued sick leave or vacation days to their leave for bone marrow donation and two weeks of their accrued sick leave or vacation days to their leave for organ donation. Using available paid leave does not extend the total amount of leave available to employees by law. In addition to the paid leaves described above, you are also eligible for a separate *unpaid* leave of up to 30 business days in any twelve consecutive months to serve as an organ donor. You may apply any available accrued but unused sick leave or vacation days to this unpaid leave for organ donation.

To be eligible for this leave, employees must provide medical certification of their need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and their absence will not be considered a break in service. GCTD will pay our usual share of insurance premiums during the leave. Depending upon the circumstances of the leave, FMLA/CFRA may apply to the request for donor leave.

#### Lactation Accommodation Cal. Lab. Code § 1031

GCTD shall provide a reasonable break time to accommodate an employee desiring to express breast milk for the employee's child. The employee may use the employee regular paid break periods for this purpose, or may use paid leave time, or request additional unpaid time to complete lactation. GCTD will provide the employee with the use of a location, other than a bathroom, in close proximity to the employee's work area for the purpose of expressing breast milk in private and shielded from view and free from intrusion. That area will be safe, clean, and free of hazardous materials. It will also contain a surface on which to place a breast pump and other personal items, a place to sit, and will have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump. We will also provide a sink with running water and a refrigerator, or

other cold storage device suitable for storing milk, in close proximity to your workstation. The room or location may include a place where the employee normally works. Employees seeking additional information or lactation accommodation should contact the Human Resources Department who will respond to you promptly. Should you require lactation accommodations following a return from pregnancy leave, please advise the Human Resources Department so that accommodations may be discussed and or made.

GCTD urges employees to immediately report any incidents or failures to accommodate lactation needs to the Human Resources Department, so that GCTD can quickly and fairly resolve those concerns. GCTD will not discriminate or retaliate against any employee based upon lactation needs or activity. However, employees are also entitled to file a complaint with the California Division of Labor Standards Enforcement (DLSE), if they think they have been discriminated or retaliated against in this regard. That agency may be found on the internet or through directory assistance.

#### **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's Birthday – March 31
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Veterans' Day - November 11
9. Thanksgiving Day - Fourth Thursday in November
10. Thanksgiving Friday - Day following Thanksgiving
11. Christmas Eve - The last 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 their full shift on the last regularly scheduled day before the holiday and their full shift on the first regularly scheduled day after the holiday to be eligible for holiday pay, unless your absence is excused. 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 under D. Holiday Schedule will be paid for eight hours at the employee's regular rate plus will receive a holiday vacation accrual for eight hours. Employees working a partial day on Holidays as listed in "D" will be paid for all hours worked at their regular rate and will be paid holiday pay at their regular rate for the remainder of the eight-hour shift, plus will receive a holiday vacation accrual for all hours worked. (Example: Three hours worked; employee is paid for three hours work at regular rate, is paid for five hours 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.
- H. If an employee recognizes alternative holidays for religious purposes, contact Human Resources to discuss your right to take additional religious holidays without pay or to use available vacation time.

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

September 30, 2020

- A. Leave: In addition to such other vacation to which GCTD 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 GCTD employees are entitled, GCTD shall pay the cost of additional life insurance for non-represented employees in an amount equal to \$ 100,000 or one (1) times the non-represented employee's annual salary, whichever is greater. 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: GCTD 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**

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

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

GCTD shall provide reimbursement for the costs of textbooks, tuition, registration and laboratory fees for GCTD-approved school courses, workshops, and seminars completed on the employee's own

time. A maximum of ~~twelve hundred seven-hundred (\$700)~~ \$ 1200.00 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 GCTD prior to the first-class session. An official record of grades and receipts must be received by GCTD within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after the grade report and receipts have been submitted to GCTD.

### III. PERSONNEL RULES

#### SECTION 21: GENERAL PROVISIONS

- A. Violation of Personnel Rules: Violation of the provisions of these personnel rules and regulations shall be grounds for employee discipline, which may include a verbal reprimand, a written warning, demotion, suspension, either paid or unpaid administrative leave, and dismissal.

Fair Employment Practices: Gold Coast Transit District is an equal opportunity employer and complies with all applicable federal, state and local fair employment practices laws.

Gold Coast Transit District is committed to providing a workplace that is free from prohibited harassment, bullying, retaliation and discrimination. All Gold Coast Transit District employees, officers, principles, agents, workers and representatives are prohibited from engaging in prohibited harassment, discrimination, bullying, retaliation, i.e., applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, (equal pay/compensation), benefits and termination of employment. Gold Coast Transit District strictly prohibits and does not tolerate prohibited harassment, discrimination, bullying, retaliation against employees and other covered persons (as defined below) by

September 30, 2020

co-workers, supervisors, managers or third parties on the basis of an individual's:

Race (including protective hairstyles and hair texture), Color, Age (40 or older), Religious Religion (including but not limited belief, observance and practice, including dress or grooming practices), Creed, Ancestry, citizenship, Physical disability, Mental disability, Medical condition, including: any cancer-related physical or mental health impairment from a diagnosis, record or history of cancer; or a genetic characteristic, Genetic information, including information about: an individual's genetic tests; family members' genetic tests; family members' diseases or disorders; an individual's or family member's receipt of, or request for, genetic services; and participation by an individual or their family member in clinical research that includes genetic services, Marital status, Registered Domestic Partnership status, Sex, including, pregnancy; childbirth; breastfeeding or medical conditions related to breast-feeding; and medical conditions related to pregnancy or childbirth; gender; gender expression, meaning a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth; and gender identity, meaning a person's identification as male, female, a gender different from the person's sex at birth, or transgender, transitioning employees, Sexual orientation, including heterosexuality, homosexuality, bisexuality or other orientations, Military or veteran status, or union membership or including a request for or approval of leave under applicable leave of absence laws or for requesting reasonable disability accommodation, enrollment in any public assistance program, status as an unpaid intern or volunteer, domestic violence victim status, political affiliation, or any other characteristic protected under applicable federal, state, or local law ("Protected Characteristics").

For purposes of national origin discrimination, improper and unlawful conduct includes, but is not limited to, an employee's or applicant's (or that individual's ancestors') actual or perceived physical, cultural, or linguistic characteristics associated with a national origin group, marriage to or association with persons of a national origin group, tribal affiliation, membership in or association with an organization identified with or seeking to promote the interests of a national origin group, attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and a name that is associated with a national origin group,

possessing a driver's license issued under Vehicle Code § 12801.9 (which authorizes licenses to individuals who cannot provide satisfactory proof of their presence in the US under federal law), or any other characteristic protected by law.

Gold Coast Transit District also prohibits and does not tolerate prohibited harassment, discrimination, retaliation or bullying against employees who are perceived to have any of these characteristics or who associate with a person who has, or is perceived to have, any of these characteristics. Harassment, discrimination, retaliation and bullying can occur in the workplace, after hours, or on social media. It should always be reported and will not be tolerated by Gold Coast Transit District.

Covered Persons:

For purposes of anti-harassment, discrimination, retaliation and bullying policy covered persons protected by law include employees, applicants, unpaid interns, volunteers, and independent contractors or by any outside persons in contact with our employees and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

No Retaliation: No one will be subject to, and Gold Coast Transit District prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment, discrimination, or bullying of any kind, pursuing any harassment, discrimination or bullying claim, or cooperating in related investigations. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. For more information on Gold Coast Transit District's policy prohibiting retaliation, please refer to Gold Coast Transit's Harassment, Discrimination, Bullying and Retaliation Prevention Policy (All unlawful Harassment, Discrimination and Bullying is Prohibited) or contact GCTD's Human Resources Department.

Disability Accommodations:

GCTD's Commitment to Equal Employment Opportunities:

Gold Coast Transit District complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act; the California Fair Employment and Housing Act (FEHA); the California Pregnancy Disability Leave Law (PDL); the California Family Rights

Act (CFRA); Family Medical Leave Act (FMLA) and all other applicable state, federal or local leave of absence laws. Consistent with those requirements, Gold Coast Transit will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. Gold Coast Transit will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

B. The Board of Directors:

The board of Directors has adopted a separate GCTD Policy and Complaint Procedure for preventing and correcting harassment, discrimination, bullying and retaliation in the workplace, on the basis of any Protected Characteristic identified by local, state or federal law. The Board of Directors has also adopted an additional policy providing a reasonable accommodation process for employees and applicants with a disability to enable them to perform the essential functions of the job.

C. Political Activity: The political activity of a GCTD employee shall conform to pertinent provisions of local, state and federal law. An officer or employee of GCTD 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 GCTD.
2. Using the employee's official position or influence to coerce the political actions of others.
3. Knowingly soliciting political contributions or services from GCTD employees or from persons on an employment eligibility list of GCTD.
4. Engaging in political activities during working hours or while wearing a GCTD 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 GCTD except the position of the General Manager.
- F. Amendment and Revision of Rules and Regulations: Recommendations for the amendments of these personnel rules and regulations shall be presented to the Board of Directors by the General Manager, or designee. Any interested employee or person may appear and be heard at the time amendments are being considered by the Board of Directors. Amendments shall become effective upon adoption by the Board of Directors.

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

- A. All Positions in the Competitive Service Classified: All positions in the competitive service shall be classified and identified by a set of position specifications which includes the position title, job definition, typical tasks and responsibilities, a statement of requirements as to training, experience and other applicable qualifications.
- B. Maintenance of Position Classification Plan: The General Manager, or designee, or a responsible contracting agency, will maintain the position classification plan covering all positions in the competitive service.
- C. Adoption of Position Classification Specifications: Any new or substantially revised position classification specifications become effective when approved by the Board of Directors. Before presentation to the Board of Directors for consideration, the General Manager shall review any substantial

changes recommended with the supervisor and the employee affected and, for represented positions, union representatives.

- D. Resurvey of All Position Classifications: Whenever a general resurvey of all the positions in the competitive services 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 GCTD organization and also to compare with other organizations. The analyses will make it possible to base salary differentials on sound and recognizable differences in work, skills and job responsibilities.
  - 2. As a source for preparing public announcements for position openings and in preparing examinations that will measure the qualifications of applicants.
  - 3. As an aid in planning improvement and defining more clearly the various levels of responsibility, lines of command and steps of promotion.
  - 4. As a means of identification in preparing payrolls and budgets.
  - 5. As a foundation for developing in-service training programs.

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

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

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

B. Applications and Applicants:

1. Announcement: Notice of all open positions in the competitive service will be posted on the GCTD 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 GCTD 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 GCTD. Such forms may require information covering position title, training, experience, references, and other pertinent information. All applications must be signed by the applicant.
3. Disqualification: The General Manager or designee may reject any

application when the applicant does not possess the minimum qualifications required for the position. Whenever an application is rejected, notice of such rejection may be mailed to the applicant. The applicant may be given an opportunity to either provide additional necessary information or documentation, and, assuming that time permits, the applicant may be allowed to continue in the application process upon providing the necessary information or documentation. Applications may be rejected if the applicant is unable to perform safely and effectively the duties of the position with reasonable accommodation for any disability, is addicted to the use of drugs or intoxicating liquor and as a result of such addiction the employee is unable to perform safely and effectively the duties of the position, has been convicted of a crime (such as a crime of moral turpitude, if it has a relationship to the position applied for), or has been untruthful in the application process.

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

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

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

2. Subjects and Methods of Tests: Tests may be assembled, unassembled, written, oral, practical demonstration or any combination thereof; or any form which will test fairly the qualifications of applicants and will consist



of one or more of the following parts:

- a. Special Subjects: This part may test the duties of a position and must be designed to test the ability of any individual to perform those duties.
  - b. Educational or Computer Skills: This part may consist of spelling, composition, mathematics or any or all of these, as well as other subjects to test the basic training which would logically form the groundwork for performing the duties of the classification. General or specific computer skills may be tested to determine ability to perform the duties of the classification.
3. Examination Grading: In all tests, the examination weighting may be based upon all factors in the test, including educational requirements, experience and other qualifying elements, as shown in the application of the candidate or 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 GCTD policy.
    - a. Physical or Medical: A physical or medical examination, which may include a job function analysis, may be required of any applicant once the applicant has been placed on the eligibility list or has been made an offer contingent upon passing a physical or medical examination.
    - b. Personal Interview: In oral examinations, the applicant may be questioned on the duties of the position, training and experience, nature of work performed and other reasonable questions to determine fitness for the position.
  - D. Eligibility Lists: As soon as practicable after the conclusion of a competitive examination, the General Manager, or designee, may establish an employment list of the applicants who successfully passed the test arranged in the order of final ratings received with the highest score listed first. The final rating may be determined by the total of the score received by each applicant for each part of the test, based upon the relative value assigned to each part of the test. Other regulations governing eligibility lists are:
    1. Identical Grades: Wherever identical grades exist, names may be arranged in order of application date.
    2. Duration of Eligibility Lists: Eligibility and promotion lists may become effective upon the approval by the General Manager or designee, and such lists may remain in effect for six (6) months. Eligibility lists may be extended by the General Manager, or designee, for an



additional not to exceed eighteen (18) months. If, at any time after an eligibility list has been used and the remaining names show low ratings, or names have been passed over previously for valid reasons by the appointing authority, or if there are three names or less on the eligibility list, the General Manager or designee, may cancel the entire list and order another examination when an eligibility list is requested to fill a position.

3. **Removal of Names From Lists:** The name of any person appearing on an eligibility or promotional list may be removed by the General Manager, or designee, if the eligible person requests in writing for removal from the list; if the person fails to respond to a notice of certification mailed to the last known address; if the person notifies GCTD 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 GCTD, 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 GCTD 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 fiscal 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 GCTD, the position may be replaced in accordance with the job description approved by the Board of Directors:

Assistant General Manager  
 Director of Finance and Administration  
 Director of Human Resources  
 Director of Planning & Marketing  
 Director of Operations & Maintenance

- F. **Promotion:** The General Manager or designee may designate a vacant position as either open to only current GCTD employees (an internal recruitment) or open to all candidates (an open recruitment).
- G. **Probationary Period:** All original and promotional appointments to regular represented positions shall be tentative and

subject to a probationary period of six (6) months, except that the period shall be twelve (12) months for all non-represented employees. The General Manager, or designee, may extend in writing and upon notice to the employee any employee's probationary period for an additional period of up to six months for a represented employee and up to twelve months for a non-represented employee. Any employee who takes an extended leave of absence (one month or more) during a probationary period shall have the probationary period automatically extended for a period of time equal to the amount of the extended leave of absence. The General Manager's employment appointment is specified by employment contract.

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 District is an equal opportunity employer and complies with all applicable federal, state and local fair employment practices laws.

Notification of rejection in writing shall be served on the probationer. Any permanent employee who is promoted to a higher position from a represented classification is automatically granted a leave of

absence from the employee's former position until the probationary period has ended.

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

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

- A. Preparation of Plan: The General Manager, or designee, or agency employed for that purpose shall prepare a plan for each class of represented position and non-represented position in the competitive service, showing the minimum and maximum rates of pay. In setting the salary ranges, consideration shall be given to prevailing rates of pay for comparable work

in comparable public and private employment, including consideration of all forms of benefits and conditions of work, current cost of living, and GCTD'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.

Unlawful pay discrimination is strictly prohibited by law and GCTD policy. GCTD will not pay any of our employees' wage rates that are less than what we pay employees of the opposite sex, of another race, national origin or ethnicity, or based on any other Protected Characteristic, for substantially similar work involving the same skill, effort, and responsibility, and performed under similar working conditions. Differences in compensation rates will be based upon legitimate business considerations such as education, experience, skill, productivity, and other performance qualities unrelated to the personal characteristics of any particular employee.

**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. Any compensation adjustment you may receive will not alter an employee's at-will status, as applicable.
- 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.

GCTD 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 GCTD or bank holiday, the direct deposits will be processed (or checks will be issued) before the end of the workday prior to the bank holiday. If an employee chooses direct deposit, the employee may choose to receive the wage statements in electronic or paper form.

- 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 applicable laws or as specified by our current carriers. 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 GCTD 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.
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 GCTD 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 GCTD, 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 GCTD's standard payroll work schedule is Sunday at 12:01 a.m. through midnight on the following Saturday. Our workday begins at 12:01 a.m. on each day and ends at midnight.

GCTD 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 GCTD's standard payroll workschedule. (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 GCTD Personnel Rules, or other rules or practices in place at GCTD. Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for reprimands, suspensions without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances, will be given pre-disciplinary procedural rights, such as notice and a hearing.

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

Any regular employee in the competitive service shall be subject to adverse actions (as specified in Government Code Section 19572.1 Causes for Discipline) for misconduct, incompetency, inefficiency, insubordination, dishonesty, fraud in securing appointment, inexcusable neglect of duty, inexcusable absence without leave, drunkenness or under the influence of illegal controlled substances or misuse of prescription medication while on duty, discourteous treatment of the public or other employees, misuse of agency property, conviction of a felony or conviction of a misdemeanor involving moral turpitude, prohibited discrimination, harassment, retaliation against any employee or member of the public, failure of good behavior either during or outside of duty hours, which is of such nature that it causes discredit to the appointing authority or the person's employment, and/or failure to comply with or abuse of GCTD 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 District 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 Manager, 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 GCTD, dependent upon the seriousness of the violation, for suspension without pay, demotions, and dismissals will be: (1) notified of the intended action, (2) the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s),

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

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

If the employee chooses to appear at the pre-disciplinary conference, the employee will have the right to representation. Even if the employee has representation, the employee must personally appear at the meeting. The employee must notify GCTD 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 GCTD representatives, nor present the formal case and opposition to the proposed discipline.
- c. Notice of Action: After reviewing the information presented by the employee and all other documentation, the general manager, or designee, will issue the notice of action. The employee must be provided at least five (5) days' notice before the effective date of the action. The employee may appeal the proposed disciplinary action within 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, GCTD 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 GCTD, 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 GCTD employee may resign from GCTD employment at any time; however, any employee resigning from GCTD should

give a minimum of one week's notice to the employee's department director in order for GCTD 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 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 policies. Any person resigning can petition to the General Manager for reemployment by the following Reinstatement Procedure or by complying with the established new applicant employment procedures like any other applicant.

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

- A. Reemployment: Any employee who has been laid off because of a reduction of personnel shall be eligible for re-employment for a period of twelve (12) months if a vacancy occurs for a position of the same classification. The laid-off employee will be placed on a special reemployment list for twelve (12) months. If reemployed, the laid-off employee shall have reinstated the employee's prior employment status, tenure rights and privileges.
- B. Reinstatement: Any employee who has left GCTD 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 GCTD employment, (2) work history since the GCTD termination, including description of duties, amount of earnings, and (3) future plans if reinstated to GCTD. 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 GCTD 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 or a representative authorized in writing by the employee shall, upon reasonable notice, have access to review the employee's personnel file, Labor Codes 1198.5 and 432.

Requests to review your personnel file or receive copies of your file must be made in writing to Human Resources. Within 30 day of receiving the written request, your personnel file will be made available for inspection at the time and place designated by GCTD's Human Resources. If you requested copies of your file, those copies will be sent to you at the address you have designated within 30 days of receiving your written request. Although you may be required to pay for the cost of such copies.

You may review your payroll records (including time records) in the presence of Human Resources or that person's designee within 21 days of making an oral or written request to Human Resources. You may also request copies of your payroll records, but you must pay the copying costs.

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

- A. Regular full-time employees shall not accept employment outside the GCTD 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 GCTD or would affect the efficiency of the employee in the performance of regularly assigned GCTD



duties.

- B. 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.
- C. 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. Employees should report to Direct Supervisor any outside work in excess of 20 hours to determine if any conflict of interest could interfere with job performance. 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 GCTD. GCTD employees working part time outside GCTD 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 District, 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 GCTD not to discriminate in its employment and personnel actions with respect to its employees, prospective employees and applicants on the basis of Protected Characteristics, including among others, 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 as that term is defined in applicable law.
- D. Notwithstanding the above provisions, GCTD 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.





## STANDARDS OF CONDUCT POLICY (Applicable to Non-Represented Personnel)

To function effectively, every organization must develop policies and procedures to protect its employees, business, customers, vendors and ensure that all employees are treated with respect and a supportive work environment is created. Gold Coast Transit District (District) is no exception. Conduct that may be disruptive, unproductive, unethical, or illegal will not be tolerated.

This policy applies to all Gold Coast Transit District (DISTRICT) non-union (non-represented) employees, contract employees, volunteers or other non-employees regarding District business. All such persons shall be referred to throughout this policy as "District personnel."

Violation of this Standards of Conduct Policy may lead to disciplinary action, which, based on the circumstances of the individual case, could result in corrective action up to and including discharge. The following is a non-exhaustive list of conduct that may violate this Policy:

- (A) Disclosure of information regarding conflicts, investigations, or other management level handling of cases involving employees;
- (B) Not abiding by the District's Procurement Ethics Code;
- (C) ~~Not promoting the protection of the Failure to protect~~ District's ~~on~~ sensitive confidential information;
- (D) Performing or encouraging non-conformance with applicable governmental laws, rules and regulations;
- (E) ~~Not complying and or abiding to~~ Failure to maintain confidentiality;
- (F) Engaging in wrongdoing, for example:
  - Falsifying records;
  - Engaging in fraud or misrepresentation;
  - Engaging in misconduct or misconduct that is undermining to the District, its management, employees and/or the Board of Directors;
  - Not knowing the difference between information that may be disclosed and confidential information that may not be disclosed to others and the legally asserted privileges of non-disclosure;
  - Removing District property from the premises without authorization;
  - Stealing or attempting to steal the District's or other employee's personal property;
  - Being habitually tardy or absent without authorization and/or without a valid reason;
  - Engaging in poor timekeeping;
  - Fighting on the District's property at any time;
  - Being under the influence of alcohol, marijuana or unlawful drugs, as well as being under the influence of certain legal or prescription drugs intoxicating substances on the District property at any time;
  - Being insubordinate and/or unfairly treating others;
  - Using or abusing District's time, property, materials, or equipment without authorization;

### GOLD COAST TRANSIT DISTRICT

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- Using offensive or profane language on District premises;
- Bringing dangerous or unauthorized weapons onto the District's premises;
- Defacing and/or damaging the District's property;
- Engaging in criminal activity;
- Violating or abusing District's policies;
- Neglecting job duties; and
- Bringing the District and organization into serious disrepute.

Any additional behavior that is not in line with the District's policies or applicable law. This should not be treated as an exhaustive list.

**A. Honest and Ethical Conduct**

- A.1. The District's policy is to promote high standards of integrity by conducting its affairs honestly and ethically.
- A.2. District personnel must act with integrity and observe the highest ethical standards of business conduct in his or her dealings with the District's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job. Treat everyone with dignity and respect.
- A.3. The District may consider an employee's job performance, prior violation of work rules, and other relevant circumstances in determining whether to counsel, warn, suspend, or discharge an employee. It is up to the District's Senior Management to decide whether the corrective action, up to and including dismissal, is appropriate.

**B. Abide by the District's Procurement Ethics Code:**

- B.1 The District's employees are prohibited from making, participating in, or in any way attempting to use their District employment to influence a District decision in which they know or have reason to know they have a financial interest.
- B.2 No employee of the District involved in purchasing shall use confidential information for his or her actual, anticipated, or apparent personal gain, or for the actual, anticipated, or apparent personal gain of any person related to such employee. "Confidential Information" is defined as any proprietary, privileged, or nonpublic information, coming to the employee's attention as a result of employment by District, the knowledge of which makes financial gain possible.
- B.3 District employees, officers and/or directors, members of their immediate families, their partners or an organization that employs or is about to employ the employee, officer and/or director, his/her immediate family and/or his/her partner, shall not be financially interested in any District contract made by them in their official capacity. They shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity.

The standards governing the determination as to whether a financial interest exists are set forth in Sections 1090, 1091, and 1091.5 of the California Government Code.



B.4 No Director, officer, employee or agent of District knowingly shall solicit, accept, or agree to accept gratuities, favors or anything of more than a nominal monetary value in connection with actual or potential procurement and contracting activities. Under this policy, the term "nominal monetary value" shall be defined as a value of fifty dollars (\$50) or less.

B.5 District employees and consultants shall conduct themselves as follows whenever the employee or consultant has, or may have, a financial interest in making or participating in making any governmental decision:

Employees: An employee shall immediately report the nature of the matter and the existence of a conflict to his or her supervisor or manager so that the work may be assigned to another person or so that other appropriate action may be taken.

Consultants: The consultant shall immediately report the nature of the matter and the existence of the conflict to the General Manager, who shall determine the appropriate action to be taken.

B.6. The General Manager or his/her designated representative shall review every procurement to identify and prevent real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under an existing or proposed contract or subcontract may, without some restrictions on future activities, result in or may result in an unfair competitive advantage to the actual or potential contractor or subcontractor or impair their objectivity in performing work under the contract or subcontract.

## C. Disclosure

C.1. Non-disclosure, to treat specific information (verbally and physically) from disclosure to others without proper authorization, items that are protected from disclosure under the Public Records Act, and, or Attorney Client privileges.

C.2. Disclosure, specific information not protected under non-disclosure. All management employees must be aware what constitutes disclosure and non-disclosure.

C.3. District personnel must be (a) be familiar with and comply with the District's disclosure controls and procedures, and (b) when it doubts seek assistance from Counsel or the General Manager; and (c) Take all necessary steps to ensure that all public announcements communications are channeled to District's Planning and Marketing Department and the Marketing and Communications Manager.

C.4. District personnel must report to senior management any information that they become aware of that is detrimental to the District, it's employees, or the Board of Directors.



**D. Compliance with applicable governmental laws, rules and regulations**

- D.1    District personnel should comply, when conducting business on behalf of the District, both in letter and spirit with all applicable laws both in Federal and State, including the rules and regulations and ordinances of cities and counties.
- D.2. Although not all District personnel are expected to know the details of all applicable laws, rules and regulations, it is important to know enough to determine when to seek advice from appropriate personnel. Questions about compliance should be addressed to the General Manager whom on turn will advise the employee on the appropriate resources for the answers.
- D.3. No employee may purchase or sell any District property without the approved permission while in possession and it is against District's policy for any management employee to obtain or use the District public property for their personal gain or private use.

**E. Confidentiality**

District personnel should maintain the confidentiality of information entrusted to them by the District's senior management, management and or the Board of Directors, except when disclosure is expressly authorized or is required or permitted by law. Confidential information includes all non-public information (regardless of its source).

**F. Conduct Not Prohibited by This Policy**

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

This policy is not intended to restrict communications or actions protected or required by state or federal law.



**STANDARDS OF CONDUCT POLICY**  
**(Applicable to Non-Represented Personnel)**

**Acknowledgment of Receipt and Review**

I, \_\_\_\_\_ (employee name), acknowledge that on  
\_\_\_\_\_ (date), I received and read a copy of the Gold Coast Transit District's,  
Expected Standards of Conduct Policy, ~~dated~~ dated February 2, 2022 ~~January 8, 2020~~, and  
understand that it is my responsibility to be familiar with and abide by its terms. I understand  
that the information in this Policy is intended to help Gold Coast Transit District's employees to  
work together effectively on assigned job responsibilities. This Policy is not promissory and does  
not set terms or conditions of employment or create an employment contract.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department Title & Employee Number

\_\_\_\_\_  
Date

This document shall be signed and placed in the Human Resources and Employee's files.



## CALIFORNIA CONSUMER PRIVACY PROTECTION ACT

### STATEMENT OF POLICY

~~REQUIRED IF GPS USED:~~ Subject to applicable law, GCTD reserves the right to observe, track and/or record your activity and whereabouts by use of Global Positioning Systems (GPS) or other similar tracking software or equipment. Any GCTD owned devices-provided device, including but not limited to computers, cell phones and other electronic equipment, may be GPS-enabled and any activity involving GCTD equipment can and may be monitored at any time. Similarly, GCTD vehicles may be equipped with a GPS tracking device and any activity involving GCTD vehicles can and may be monitored at any time. You are strictly prohibited from interfering with or disabling the GPS function on any GCTD-provided device, equipment or vehicle. You should not expect any right of privacy with regard to your activities or location when using any GCTD-provided device, equipment or vehicle.

[Approved by the GCTD Board of Directors on February 2, 2022](#)





## **GOLD COAST TRANSIT DISTRICT ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE**

### **STATEMENT OF POLICY**

Gold Coast Transit District recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are significant, both in human and financial terms. Therefore, GCTD has adopted this Zero Tolerance Policy for workplace violence.

The safety and security of Gold Coast Transit District's employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company, or which occur on Gold Coast Transit District property will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the company, including, but not limited to, Gold Coast Transit District personnel, contract and temporary workers and anyone else on Gold Coast Transit District property. Violations of this policy, by any individual on Gold Coast Transit District properties, by any individual acting as a representative of Gold Coast Transit District while off Gold Coast Transit District properties or by any individual acting off of Gold Coast Transit District properties when the representative's actions affect the business interests of Gold Coast Transit District, will lead to disciplinary and/or legal action as appropriate.

This policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from our premises, such as a business trip or business-related social function.

### **DEFINITIONS:**

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for the individual's personal safety or the safety of that of the individual's family, friends, and/or property, such that employment conditions are altered, or a hostile, abusive or intimidating work environment is created for one or several Gold Coast Transit District employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or Acts of violence occurring on Gold Coast Transit District premises, regardless of the relationship between Gold Coast Transit District and the parties involved in the incident.
- Threats or Acts of violence occurring off Gold Coast Transit District premises involving someone who is acting in the capacity of a representative of Gold Coast Transit District.

- Threats or Acts of violence occurring off Gold Coast Transit District premises involving an employee of Gold Coast Transit District if the threats or acts affect the business interests of Gold Coast Transit District.
- Threats or Acts resulting in the conviction of an employee or agent of Gold Coast Transit District, or of any individual performing services for Gold Coast Transit District on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of Gold Coast Transit District.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Hitting or shoving another person.
- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or the individual's family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of Gold Coast Transit District's or another's property.
- Harassing or threatening phone calls.
- Unauthorized surveillance.
- Stalking.
- Unauthorized possession or inappropriate use of firearms or weapons.
- Veiled threats of physical harm or like intimidation.
- The conviction of an employee or any other representative of the Company under any criminal code provision relating to violence or threats of violence.

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Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

## REPORTING REQUIREMENTS:

It is the responsibility of every person in the workplace to assist in the prevention of violence. Early reporting of dangerous and potentially dangerous incidents will facilitate an effective investigation and response by Gold Coast Transit District in a manner which will help achieve and secure its legal obligations. Towards this end, every person must report incidents of workplace violence in the following manner. (Every effort will be made

to maintain confidentiality.)

Employees must report all threats or acts of violence which occur on Gold Coast Transit District premises which they experience, witness or of which they otherwise become aware. Employees must also report all threats or acts of violence which they experience while acting in the scope of their employment off premises. In emergency situations dial 911.

Employees must report all threats or acts of violence which occur off Gold Coast Transit District premises which they experience, witness or otherwise become aware, if they are related to the legitimate business interests of Gold Coast Transit District. Employees must also report any threats or acts of violence occurring off Company premises of which they are a target, if there is a reasonable basis to believe that the violence will follow them to the workplace.

Employees should report the acts or threats described above to their immediate supervisor. If, however, the supervisor is the individual making the threat or performing the violent act, or is otherwise inaccessible, then the employee must report the conduct to Human Resources.

Employees must make these reports regardless of any relationship which may exist between the individual who initiated the threat or engaged in the violent act and the individual who was the victim of that conduct.

All employees who apply for or obtain a restraining order listing Gold Coast Transit District locations as protected area, are required to provide a copy of the petition, temporary restraining order or permanent restraining order, to their supervisor and/or to Human Resources. Gold Coast Transit District has an obligation to provide a safe workplace. This obligation cannot be met unless Gold Coast Transit District receives information concerning individuals who have been ordered to maintain a distance from its facilities.

Nothing in this plan alters any other reporting obligation established in other Gold Coast Transit District policies or in local, state or federal law.

#### **ENFORCEMENT:**

Any person who engages in a threat or violent action on Gold Coast Transit District property may be removed from the premises as quickly as safety permits and may be required, at Gold Coast Transit District's discretion, to remain off Gold Coast Transit District premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a Gold Coast Transit District employee, a judgment will be made by the Company as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action up to and including termination.

Once a threat has been substantiated, it is Gold Coast Transit District's policy to put the threat maker on notice that individuals will be held accountable for the individual's actions

and then follow through with the implementation of a decisive and appropriate response.

Under this Gold Coast Transit District policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing Gold Coast Transit District policy or procedure should be interpreted in a manner that prevents the above from occurring.

**IMPORTANT NOTICE:** Gold Coast Transit District will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination, Gold Coast Transit District may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Gold Coast Transit District

**WEAPONS:**

Employees are absolutely prohibited from using, possessing, selling or purchasing weapons or dangerous materials at any time on GCTD premises (including in any vehicle parked on GCTD property or in a bag, briefcase or purse you bring into GCTD), during work hours, or while representing GCTD or conducting GCTD business anywhere. In addition to disciplinary action, doing so may subject an employee to additional legal action.

If you observe that any person is in possession of a weapon or dangerous material on GCTD property or during GCTD activities, report it to management immediately. In emergency situations dial 911.

Approved by the GCTD Board of Directors on June 3, 2015  
Approved by the GCTD Board of Directors on October 7, 2020  
Approved by the GCTD Board of Directors on February 2, 2022



### NO VIOLENCE PROTOCOL

I understand that Gold Coast Transit District will not tolerate threats or acts of workplace violence. Engaging in such behavior may be grounds for discipline, up to, and including, immediate removal from Gold Coast Transit District premises and termination. I have received, read and reviewed the attached reporting requirements. I understand that it is my responsibility to assist in the prevention of violence in the workplace and that effective prevention requires timely reporting of acts and threats of workplace violence.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_



Item #8

February 2, 2022

**TO:** GCTD Board of Directors  
**FROM:** Dawn Perkins *dp*  
Director of Finance  
Alexander Zaretsky  
Acting Director of Human Resources

**SUBJECT:** Consider Approval of Adjustment to GCTD Non-Represented Salary Ranges

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## I. Discussion

Effective July 1, 2021, 2022 and 2023, GCTD's represented employees will receive a 3%, 3.5% and 3% wage increase as part of the Memoranda of Understanding (MOU) negotiated between GCTD and its three bargaining units of SEIU Local 721, ratified on January 26<sup>th</sup>, 2022. In order to maintain equity with the much-larger represented work force, GCTD's non-represented employees have historically received salary range adjustments commensurate with contractual increases. The salary increases in line with these adjustments were incorporated in the FY 2022 budget. Future salary increases will be included in the upcoming FY 2023 budget and will be dependent on the approval of that budget by the Board.

Staff recommends that the Board approve a 3% increase to GCTD's non-represented salary ranges effective June 27, 2021, 3.5% effective June 26, 2022, and 3% effective June 25, 2023. Attachment "A" to this report is the current salary range table incorporating all Board-approved changes through July 2019. Attachment "B" to this report is the proposed salary range tables incorporating the 3%, 3.5% and 3% increase effective June 27, 2021, June 26, 2022, and June 25, 2023.

## II. Summary and Recommendations

**IT IS RECOMMENDED that the Board of Directors approve a revision to GCTD's Non-Represented Salary Ranges incorporating a 3% increase effective June 27, 2021, 3.5% effective June 26, 2022 and 3% effective June 25, 2023.**

Concurrence:

---

Steven P. Brown  
General Manager

**GOLD COAST TRANSIT DISTRICT**

CITY OF OJAI | CITY OF OXNARD | CITY OF PORT HUENEME | CITY OF VENTURA | COUNTY OF VENTURA  
1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

Appendix "A"

Current GCTD Non-Represented Salary Ranges

**ALL GOLD COAST TRANSIT DISTRICT - NON-REPRESENTED POSITIONS AND SALARY RANGES - CURRENT**

<b>Current Annual Salary Ranges</b>				
<b>Position</b>	<b>Job Class</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
General Manager	MGT20	147,841	177,469	207,095
Assistant General Manager	MGT21	120,694	144,605	168,515
Director, Finance	MGT16	118,395	142,063	165,729
Director, Human Resources	MGT41	100,223	120,411	140,597
Director, Planning and Marketing	MGT30	100,223	120,411	140,597
Director, Operations & Maintenance	MGT50	100,223	120,411	140,597
Information Technology Manager	A 11	88,585	106,278	123,972
Operations Manager	S 50	88,585	106,278	123,972
Fleet Manager	MGT51	88,585	106,278	123,972
Finance Manager	A 19	76,948	92,445	107,942
Human Resources and Risk Manager	MGT40	76,948	92,445	107,942
Transit Planning Manager	A 70	76,948	92,445	107,942
Purchasing Manager/DBE Officer	MGT10	72,673	87,160	101,647
Risk and Safety Manager	MGT40	72,673	87,160	101,647
Communications and Marketing Manager	MGT35	72,673	87,160	101,647
Paratransit and Special Projects Manager	MGT25	72,673	87,160	101,647
Transit Planner II	A 60	72,673	87,160	101,647
Human Resources Generalist	A 26	72,673	87,160	101,647
Finance Analyst	A	72,673	87,160	101,647
Transit Planner I	A 61	68,637	82,352	96,066
Buyer	MGT11	57,949	71,675	81,224
Administrative (Accounts Payable) Specialist	A14	56,048	67,269	78,492
Revenue Specialist		56,048	67,269	78,492
Human Resources Coordinator	A24	56,048	67,269	78,492
Accounting Analyst	A 28	56,048	67,269	78,492
Office Coordinator/Executive Assistant	A 27	56,048	67,269	78,492
Office Manager	A 15	56,048	67,269	78,492
Mobility Management Coordinator	A 29	56,048	67,269	78,492
Information Technology Technician	A13	56,048	67,269	78,492
Payroll Specialist	A 10	56,048	67,269	78,492

Appendix "B"

Proposed GCTD Non-Represented Salary Ranges

Table 1

**ALL GOLD COAST TRANSIT DISTRICT - NON-REPRESENTED POSITIONS AND SALARY RANGES - 6/27/2021**

<b>Proposed Annual Salary Ranges</b>				
<b>Position</b>	<b>Job Class</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>General Manager</b>	MGT20	<b>152,276</b>	<b>182,821</b>	<b>213,308</b>
<b>Assistant General Manager</b>	MGT21	<b>124,315</b>	<b>148,943</b>	<b>173,570</b>
<b>Director, Finance</b>	MGT16	<b>118,395</b>	<b>142,063</b>	<b>165,729</b>
<b>Director, Human Resources</b>	MGT41	<b>103,230</b>	<b>124,022</b>	<b>144,815</b>
<b>Director, Planning and Marketing</b>	MGT30	<b>103,230</b>	<b>124,022</b>	<b>144,815</b>
<b>Director, Operations &amp; Maintenance</b>	MGT50	<b>103,230</b>	<b>124,022</b>	<b>144,815</b>
<b>Information Technology Manager</b>	A 11	<b>91,243</b>	<b>109,466</b>	<b>127,691</b>
<b>Operations Manager</b>	S 50	<b>91,243</b>	<b>109,466</b>	<b>127,691</b>
<b>Fleet Manager</b>	MGT51	<b>91,243</b>	<b>109,466</b>	<b>127,691</b>
<b>Finance Manager</b>	A 19	<b>79,256</b>	<b>95,218</b>	<b>111,180</b>
<b>Human Resources and Risk Manager</b>	MGT40	<b>79,256</b>	<b>95,218</b>	<b>111,180</b>
<b>Transit Planning Manager</b>	A 70	<b>79,256</b>	<b>95,218</b>	<b>111,180</b>
<b>Purchasing Manager/DBE Officer</b>	MGT10	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Risk and Safety Manager</b>	MGT40	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Communications and Marketing Manager</b>	MGT35	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Paratransit and Special Projects Manager</b>	MGT25	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Transit Planner II</b>	A 60	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Human Resources Generalist</b>	A 26	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Finance Analyst</b>	A	<b>74,853</b>	<b>89,775</b>	<b>104,696</b>
<b>Transit Planner I</b>	A 61	<b>70,696</b>	<b>84,823</b>	<b>98,948</b>
<b>Buyer</b>	MGT11	<b>59,687</b>	<b>71,675</b>	<b>83,661</b>
<b>Administrative (Accounts Payable) Specialist</b>	A14	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Revenue Specialist</b>		<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Human Resources Coordinator</b>	A24	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Accounting Analyst</b>	A 28	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Office Coordinator/Executive Assistant</b>	A 27	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Mobility Management Coordinator</b>	A 29	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Information Technology Technician</b>	A13	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>
<b>Payroll Specialist</b>	A 10	<b>57,729</b>	<b>69,287</b>	<b>80,847</b>



Appendix "B"

Proposed GCTD Non-Represented Salary Ranges

Table 2

**ALL GOLD COAST TRANSIT DISTRICT - NON-REPRESENTED POSITIONS AND SALARY RANGES - 6/26/2022**

<b>Proposed Annual Salary Ranges</b>				
<b>Position</b>	<b>Job Class</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>General Manager</b>	MGT20	<b>156,844</b>	<b>188,306</b>	<b>219,707</b>
<b>Assistant General Manager</b>	MGT21	<b>128,044</b>	<b>153,411</b>	<b>178,777</b>
<b>Director, Finance</b>	MGT16	<b>121,947</b>	<b>146,325</b>	<b>170,701</b>
<b>Director, Human Resources</b>	MGT41	<b>106,327</b>	<b>127,743</b>	<b>149,159</b>
<b>Director, Planning and Marketing</b>	MGT30	<b>106,327</b>	<b>127,743</b>	<b>149,159</b>
<b>Director, Operations &amp; Maintenance</b>	MGT50	<b>106,327</b>	<b>127,743</b>	<b>149,159</b>
<b>Information Technology Manager</b>	A 11	<b>93,980</b>	<b>112,750</b>	<b>131,522</b>
<b>Operations Manager</b>	S 50	<b>93,980</b>	<b>112,750</b>	<b>131,522</b>
<b>Fleet Manager</b>	MGT51	<b>93,980</b>	<b>112,750</b>	<b>131,522</b>
<b>Finance Manager</b>	A 19	<b>81,634</b>	<b>98,075</b>	<b>114,515</b>
<b>Human Resources and Risk Manager</b>	MGT40	<b>81,634</b>	<b>98,075</b>	<b>114,515</b>
<b>Transit Planning Manager</b>	A 70	<b>81,634</b>	<b>98,075</b>	<b>114,515</b>
<b>Purchasing Manager/DBE Officer</b>	MGT10	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Risk and Safety Manager</b>	MGT40	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Communications and Marketing Manager</b>	MGT35	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Paratransit and Special Projects Manager</b>	MGT25	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Transit Planner II</b>	A 60	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Human Resources Generalist</b>	A 26	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Finance Analyst</b>	A	<b>77,099</b>	<b>92,468</b>	<b>107,837</b>
<b>Transit Planner I</b>	A 61	<b>72,817</b>	<b>87,368</b>	<b>101,916</b>
<b>Buyer</b>	MGT11	<b>61,478</b>	<b>73,825</b>	<b>86,171</b>
<b>Administrative (Accounts Payable) Specialist</b>	A14	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Revenue Specialist</b>		<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Human Resources Coordinator</b>	A24	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Accounting Analyst</b>	A 28	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Office Coordinator/Executive Assistant</b>	A 27	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Mobility Management Coordinator</b>	A 29	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Information Technology Technician</b>	A13	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>
<b>Payroll Specialist</b>	A 10	<b>59,461</b>	<b>71,366</b>	<b>83,272</b>

Appendix "B"

Proposed GCTD Non-Represented Salary Ranges

Table 3

**ALL GOLD COAST TRANSIT DISTRICT - NON-REPRESENTED POSITIONS AND SALARY RANGES - 6/25/2023**

<b>Proposed Annual Salary Ranges</b>				
<b>Position</b>	<b>Job Class</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>General Manager</b>	MGT20	<b>161,549</b>	<b>193,955</b>	<b>226,298</b>
<b>Assistant General Manager</b>	MGT21	<b>131,885</b>	<b>158,013</b>	<b>184,140</b>
<b>Director, Finance</b>	MGT16	<b>125,605</b>	<b>150,715</b>	<b>175,822</b>
<b>Director, Human Resources</b>	MGT41	<b>109,517</b>	<b>131,575</b>	<b>153,634</b>
<b>Director, Planning and Marketing</b>	MGT30	<b>109,517</b>	<b>131,575</b>	<b>153,634</b>
<b>Director, Operations &amp; Maintenance</b>	MGT50	<b>109,517</b>	<b>131,575</b>	<b>153,634</b>
<b>Information Technology Manager</b>	A 11	<b>96,799</b>	<b>116,133</b>	<b>135,468</b>
<b>Operations Manager</b>	S 50	<b>96,799</b>	<b>116,133</b>	<b>135,468</b>
<b>Fleet Manager</b>	MGT51	<b>96,799</b>	<b>116,133</b>	<b>135,468</b>
<b>Finance Manager</b>	A 19	<b>84,083</b>	<b>101,017</b>	<b>117,950</b>
<b>Human Resources and Risk Manager</b>	MGT40	<b>84,083</b>	<b>101,017</b>	<b>117,950</b>
<b>Transit Planning Manager</b>	A 70	<b>84,083</b>	<b>101,017</b>	<b>117,950</b>
<b>Purchasing Manager/DBE Officer</b>	MGT10	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Risk and Safety Manager</b>	MGT40	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Communications and Marketing Manager</b>	MGT35	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Paratransit and Special Projects Manager</b>	MGT25	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Transit Planner II</b>	A 60	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Human Resources Generalist</b>	A 26	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Finance Analyst</b>	A	<b>79,412</b>	<b>95,242</b>	<b>111,072</b>
<b>Transit Planner I</b>	A 61	<b>75,002</b>	<b>89,989</b>	<b>104,973</b>
<b>Buyer</b>	MGT11	<b>63,322</b>	<b>76,040</b>	<b>88,756</b>
<b>Administrative (Accounts Payable) Specialist</b>	A14	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Revenue Specialist</b>		<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Human Resources Coordinator</b>	A24	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Accounting Analyst</b>	A 28	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Office Coordinator/Executive Assistant</b>	A 27	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Mobility Management Coordinator</b>	A 29	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Information Technology Technician</b>	A13	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>
<b>Payroll Specialist</b>	A 10	<b>61,245</b>	<b>73,507</b>	<b>85,770</b>



Item #9

**DATE:** February 2, 2022

**TO:** GCTD Board of Directors

**FROM:** James Beck, Director Operations and Maintenance

**SUBJECT:** **Consider Selection of Conceptual Future Fleet Composition and ZEB Technology for Further Study as Part of GCTD's Zero Emissions Transition Plan – James Beck, Director of Operations and Maintenance**

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**SUMMARY:**

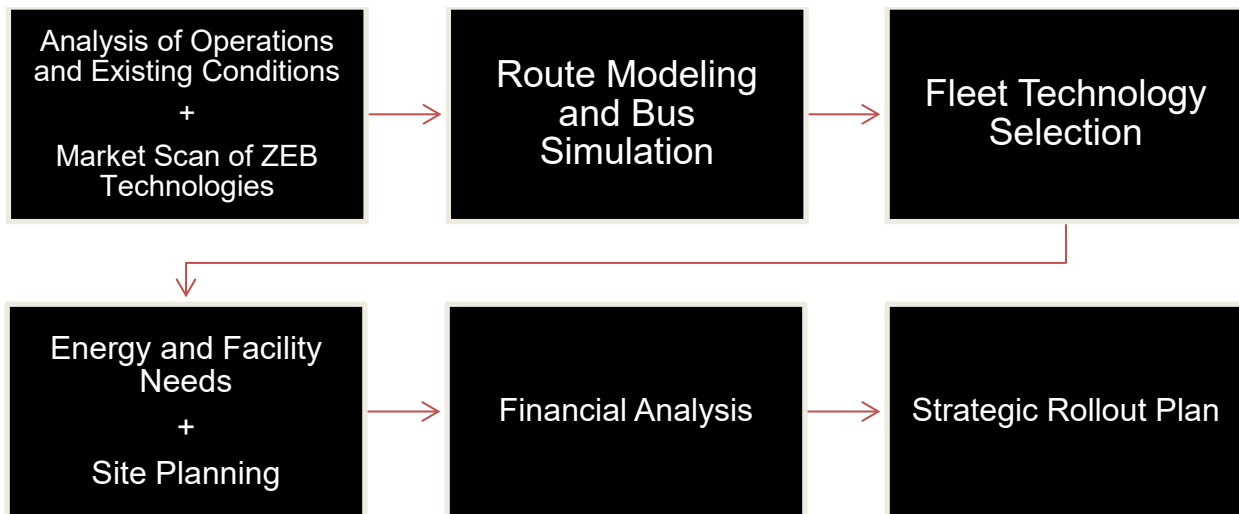
This report provides an update on GCTD's Zero-Emission Bus (ZEB) Transition and Rollout Plan that is currently underway by Stantec Consulting Services Inc. (Stantec). This report also provides a fleet technology recommendation for GCTD's fleet. With Board of Directors approval for the recommended fleet technology concept, Stantec will continue developing the ZEB Rollout Plan and deliverables for this project.

**BACKGROUND:**

Classified as a small transit agency by the California Air Resources Board (CARB), GCTD is required to submit a ZEB rollout plan for approval to CARB by July 1, 2023, as stated in the Innovative Clean Transit (ICT) mandate. Stantec is leading the development of the CARB-mandated ICT ZEB Rollout Plan for standard buses (40- and 35-ft buses) for fixed routes, as well as cutaways and vans for demand response services.

The ZEB Transition and Rollout Plan methodology comprises of several steps as summarized in the graphic below:

**GOLD COAST TRANSIT DISTRICT**



Stantec presented a project update at the January 5, 2022 Board meeting, reviewing the analysis of existing conditions, preliminary modeling results, and the development of two fleet concepts—a fleet based on battery-electric buses (BEBs) and a fleet based on hydrogen fuel cell-electric buses (FCEBs).

Based on the analyses and modeling Stantec conducted, together with discussions with GCTD staff, GCTD can decide to proceed a few different ways in terms of fleet composition for the ZEB transition. The options below are for conceptual modeling purposes only, actual purchases may differ depending on funding availability, and changes in technology.

**Concept A)** One approach is to adopt an all-BE fleet. With a small bus fleet, a BEB fleet is generally less expensive and simpler to implement. However, due to the size of GCTD’s fleet and length of routes, with this approach, GCTD would need to procure three different vehicle configurations with different battery sizes to successfully deliver service. Moreover, it is highly likely that GCTD will need to re-block service and schedule bus assignments accordingly to ensure that BEBs are dispatched correctly by block mileage and duty. This could lead to increase costs of deadhead time and non-revenue operating costs.

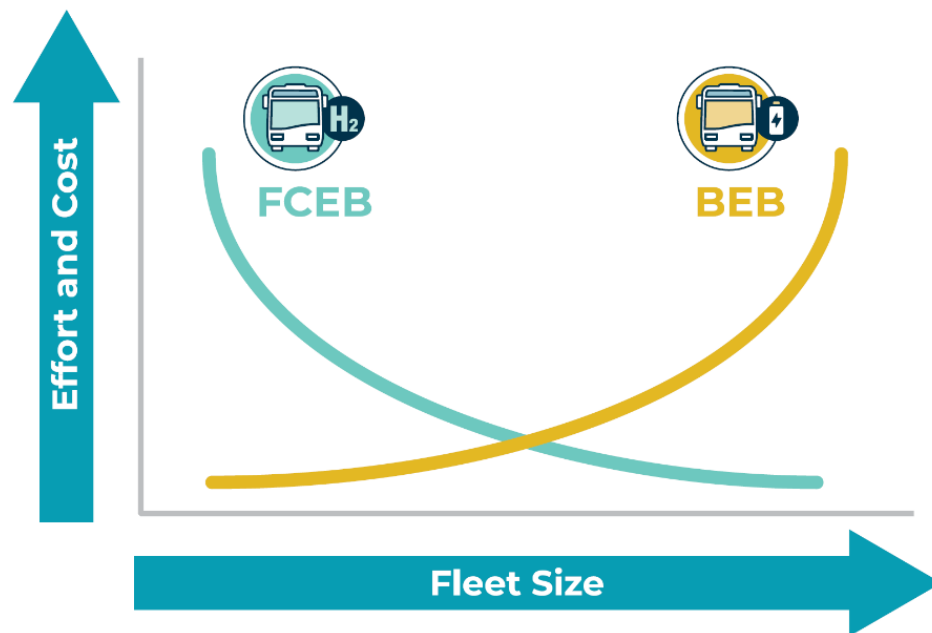
The bigger challenge with BEB’s is the demand response (Paratransit) fleet. Very little of this service as it operates today can be successfully converted to BE vehicle equivalents. Applying for exemptions from CARB as permitted by the ICT regulation could be one route, or for the purposes of the study, Stantec could make assumptions about improvements to battery capacity and/or fuel efficiency to estimate energy and power requirements as if such BE vehicle equivalents were commercially available.

**Concept B)** A second alternative is to adopt a fleet of primarily FCEBs since the modeling demonstrates that FCEBs can successfully complete all the fixed-route service GCTD operates with little to no changes in operations or scheduling. The main challenge remains the demand response service operated by cutaways, since no FCE cutaways currently exist. Moreover, while van operations are largely successful using FCE vans, a substantial proportion of the service operated by vans exceeds current operating limitations. It should be noted that with this approach, early in ZEB adoption, GCTD could still procure up to 5 BEBs without significant investment in

electrical infrastructure. **CARB treats ZEB Rollout Plans as living documents that can be amended over time to reflect technology evolution and changes agency needs.**

Stantec also considered a “mixed technology” fleet of FCEBs and BEBs but discounted this approach for several reasons including:

- The complexities of scheduling, operations, and maintenance that is introduced by multiple technologies.
- Expensive upgrades to maintenance bays to accommodate both BEBs and FCEBs.
- The level of investment for hydrogen fueling infrastructure does not scale linearly—there is a minimum fixed cost for the equipment related to hydrogen storage and fueling regardless of the number of buses (within a certain range). As such, converting only a portion of the fleet to FCEBs would already require investing in hydrogen fueling infrastructure, so the additional costs for an entirely FCEB fleet is likely incremental.

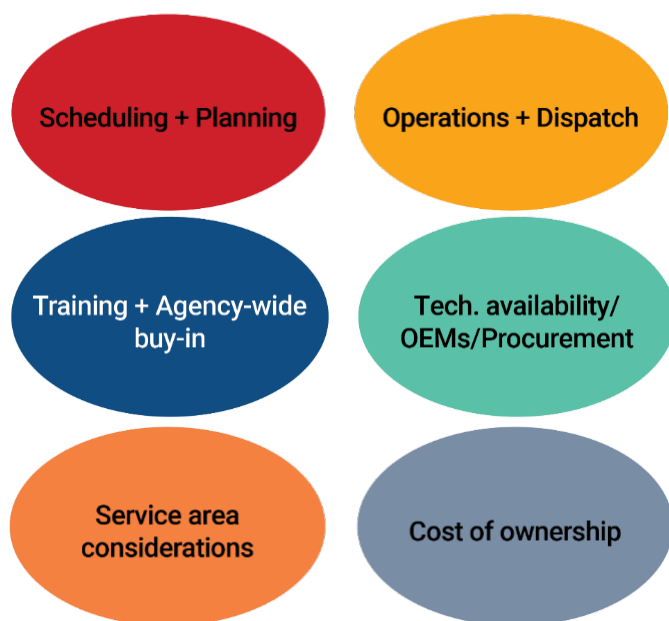


This consideration is also related to the scalability of the different ZEB technologies. With a small bus fleet, a BEB fleet is generally less expensive and simpler to implement. For a larger bus fleet, BEB implementation becomes challenging because of the number of chargers required and the related electric utility upgrade requirements, with additional modifications to operations due to range limitations.

Conversely, with a large bus fleet, the larger fixed cost of hydrogen fueling infrastructure becomes cheaper on a per bus basis (see figure below<sup>1</sup>). For this reason, for a smaller bus fleet, the large, fixed costs for hydrogen fueling infrastructure is untenable.

## **CONCLUSION:**

Stantec uses a multicriteria analysis and evaluation of potential fleet options to develop a fleet technology recommendation for ZEB planning. This approach allows Stantec to consider not only the feasibility of different technology options, but also to weigh and consider both qualitative and quantitative trade-offs associated with different fleet concepts and the alignment with an agency. The schematic below represents the criteria Stantec considers in this trade-offs analysis:



The table below summarizes the outcomes of the multicriteria analysis for the two fleet concepts—Fleet Concept A, a BEB fleet, and Fleet Concept B, an FCEB fleet. ***In the table below, one star indicates a Fair fit for GCTD, two stars indicate a Good fit for GCTD, and three stars indicate a Best fit for GCTD. Full details can be found in the “Energy Modeling and Preferred Fleet Concepts” report.***

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<sup>1</sup> Linscott, M. and A. Posner. 2020. *Guidebook for Deploying Zero-Emission Transit Buses*. Pre-publication draft of TCRP Research Report 219. Transportation Research Board, Washington, D.C.

Trade-Off	Fleet Concept A— BEBs	Fleet Concept B— FCEBs	Notes
Scheduling and planning	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• <b>Fleet Concept B</b> most closely resembles GCTD's current CNG bus ranges and current GCTD scheduling and planning</li> <li>• More scheduling and planning constraints under <b>Fleet Concept A</b> with 2 different BEB battery sizes for 40-ft buses</li> <li>• Battery degradation presents uncertainty in range as BEBs age—smaller battery packs in FCEBs have less degradation</li> </ul>
Operations and dispatching	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• More flexibility in operations and dispatching under <b>Fleet Concept B</b></li> <li>• <b>Fleet Concept B</b> most closely resembles current-day operations and dispatching</li> <li>• BEB range limitations will cause complications in dispatching under <b>Fleet Concept A</b></li> <li>• More service cycle changes under <b>Fleet Concept A</b></li> <li>• <b>Fleet Concept A</b> does not need to consider operations and dispatching changes for demand response services</li> </ul>
Training and agencywide adoption	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• Less steep learning curve under <b>Fleet Concept B</b>—FCEB technology is closer to CNG technology</li> <li>• <b>Fleet Concept B</b> requires training for fixed route and demand response operations—Fleet Concept A only requires training for fixed routes</li> </ul>
Tech availability/OEMs /Procurement	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• Currently more OEMs available for BEBs than FCEBs, but limited options for demand response vehicles.</li> <li>• Procurement could be complex under both concepts as multiple variants are required under either option</li> <li>• Both concepts require tools, spare parts, and other inventory complexities</li> </ul>
Depot infrastructure	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• Infrastructure modifications under <b>Fleet Concept B</b> have a smaller physical footprint than A and does not require major electrical upgrades</li> </ul>
Other infrastructure	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• <b>Fleet Concept B</b> requires no grid upgrades to support power demand for hydrogen</li> <li>• <b>Fleet Concept B</b> does not require increased coordination with SCE</li> </ul>
Cost of Ownership	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• Overall CO for <b>Concept B</b> is <b>12% greater than for Concept A</b>. However, the difference in the capital cost is only 6% greater than for Concept A.</li> </ul>
Other	★ ★ ★	★ ★ ★	<ul style="list-style-type: none"> <li>• Deviations from modeled fuel efficiency can be mitigated more easily for FCEBs than BEBs.</li> </ul>
Overall best fit	★ ★ ★	★ ★ ★	

## **RECOMMENDATIONS:**

The recommendations that follow are based on the outlook of the ZEB market as it is today, as it is difficult to account for the rapid evolution of technologies. CARB acknowledges that the ICT ZEB rollout plan submitted by every agency is a living document intended as a guide or framework for ZEB adoption, and not a set-in-stone approach. Based on these considerations, Stantec recommends Fleet Concept B for GCTD.

Nonetheless, early in ZEB adoption, GCTD could procure up to 5 BEBs without significant investment in electrical infrastructure. CARB treats ZEB Rollout Plans as living documents that can be amended over time to reflect technology evolution and changes agency needs. Early adoption in the demand response vehicles may also include a limited number of BEB's.

For GCTD's fixed route services, Stantec recommends a 100% FCEB fleet, specifically:

- 17 35-ft FCEBs\* with 35 kg tanks for routes/blocks that require smaller, 35-ft vehicles (Up to 5 of these may be BEB's without needing significant infrastructure)
- 44 40-ft FCEBs with 37.5 kg tanks for all other routes/blocks

With the exception of continuing to assign 35-ft vehicles where needed for turning radii purposes, GCTD can schedule and dispatch FCEBs with the current flexibility they see now under CNG operations. No changes to current blocking practices are required to implement FCEBs and they can replace CNGs on a 1:1 basis.

For GCTD's demand response services, Stantec recommends FCE vans and applying for a CARB exemption for cutaways<sup>1</sup>, as current ZE technology options are too limited to operate the daily service required from cutaways. Specifically:

- 18 vans with 13 kg tanks
- Apply for a CARB exemption and continue to operate fleet of CNG cutaways

GCTD should continue to monitor the market and can adjust its strategy if a hydrogen cutaway becomes available that has a range large enough to complete current cutaway service. Maintaining a portion of the fleet as CNG vehicles will also mean that GCTD will need to maintain its onsite CNG fueling infrastructure or find an offsite CNG fueling facility.

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<sup>1</sup> Another alternative GCTD could explore is to examine the possibility of switching more of its demand response fleet from cutaways to vans, given that ZE van alternatives seem to better meet GCTD's operating requirements; however, GCTD will need to confirm that enough capacity is available for passengers using wheelchairs or mobility devices, or larger group trips.



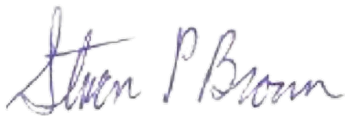
**NEXT STEPS:**

Following the selection and approval of a preferred fleet concept by the GCTD Board of Directors, Stantec will move forward to the next stage of the ZEB rollout plan process, which includes developing the Rollout Plan for submittal to CARB and detailing the needs of the preferred fleet concept, including:

- Required facility and infrastructure modifications
- A phased fleet transition schedule to achieve a 100%\* ZE fleet by 2040, with primarily FCEB, and up to 5 BEBs
- Identifying staffing needs and changes and workforce training requirements
- Identifying potential funding sources
- Completing a financial analysis to understand the financial implications of the ZEB transition
- Developing the final rollout plan and implementation strategy.

**Recommended Action:**

It is recommended that the Board consider the selection of Concept B Fuel Cell Electric Buses (FCEB's) for its future fleet composition for the Zero-Emission Rollout Transition Plan.



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Steven P. Brown



# Energy Modeling and Preferred Fleet Concepts

Gold Coast Transit District ZEB Rollout and Implementation Plan

Draft Report

January 2022





**Energy Modeling and Preferred  
Fleet Concepts**

ZEB Rollout Plan and Implementation  
Strategy

Report Date

Prepared for:

Gold Coast Transit District

Prepared by:

Stantec Consulting Services Inc.

## ENERGY MODELING AND PREFERRED FLEET CONCEPTS

### Release Version

Rev.	Description	Date
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	Comments Provided to Stantec	01/25/2022
1	Revised Report Issued to GCTD	01/25/2022
	Final Report Issued to GCTD	

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Appendix B – Passenger Load Data for Fixed Route Modeling Inputs

Appendix C – Topography Impacts – Correlation Between Average Grade and Fuel Efficiency

Appendix D – Cost of Ownership Inputs





## Abbreviations

APCD	Air Pollution Control District
BE	Battery-electric
BEB	Battery-electric bus
CARB	California Air Resources Board
CNG	Compressed natural gas
FCEB	Hydrogen fuel cell-electric bus
GCTD	Gold Coast Transit District
ICT	Innovative Clean Transit
NREL	National Renewable Energy Laboratory
SCCAB	South Central Coast Air Basin
SCE	Southern California Edison
SOC	State of charge
ZE	Zero emission
ZEB	Zero-emission bus



## 1.0 PROJECT OVERVIEW AND INTRODUCTION

Gold Coast Transit District (GCTD) provides public fixed-route and paratransit services to western Ventura County, including to the communities of Ojai, Oxnard, Port Hueneme, and Ventura. GCTD is the largest public transportation provider in Ventura County, providing over 3.6 million unlinked passenger trips in 2019<sup>1</sup>. GCTD operates under the mission statement “to provide safe, responsive, convenient, efficient, and environmentally responsible public transportation that serves the diverse needs of our community.”

GCTD currently operates a fleet of 64 fixed-route and 26 paratransit CNG-powered vehicles fueled by an onsite fueling station. GCTD is a part of the Ventura County Air Pollution Control District (APCD), South Central Coast Air Basin (SCCAB), and Southern California Edison (SCE) utility territory.

With a service area population of 367,260 and fleet of 64 fixed route vehicles, GCTD is classified as a small transit agency under the Innovative Clean Transit (ICT) mandate and is required to submit a zero-emission (ZE) rollout plan to the California Air Resources Board (CARB) by July 1, 2023<sup>2</sup>.

This report provides an overview of the power and energy modeling methodology, and presents the results of the modeling to understand the feasibility of transitioning GCTD’s operations to different ZE options. Based on these results, we present a discussion of the different ZE fleet solutions and the pros and cons of different fleet concepts. The report concludes with a professional recommendation on the optimal ZEB fleet composition for GCTD’s fixed-route and demand response services.

## 2.0 EXISTING CONDITIONS SUMMARY

The Existing Conditions report provided a comprehensive review of GCTD’s existing conditions, encompassing operations, facilities, and finances to lay the groundwork for the modeling and understand current (pre-COVID-19) operating conditions<sup>3</sup>.

Major findings from the existing conditions report that will affect the ZEB transition include:

- GCTD operates in a relatively compact and flat service area (with the exception of the Ojai area)
- GCTD’s current fleet is made up of standard buses (40-ft and 35-ft) for fixed-route services and a combination of cutaways and passenger vans for demand response services (Table 1). Cutaways and vans have fewer ZE alternatives when compared to options available for standard buses. Fixed-route buses are all CNG-powered with an average fleet age of 9.9 years. Cutaways are

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<sup>1</sup> 2019 NTD agency profile

<sup>2</sup> CARB ICT defined large transit agencies as operating in “an urbanized area with a population of at least 200,000 as last published by the Bureau of Census before December 31, 2017 *and* has at least 100 buses in annual maximum service.” Agencies that do not meet this definition are categorized as small transit agencies.

<sup>3</sup> Throughout this report, “current” refers to pre-COVID (2019) conditions unless otherwise stated.



also CNG-powered and average 4 years old, with passenger vans an average of 4.3 years, fueled by either CNG or unleaded gasoline. All CNG vehicles are fueled onsite at GCTD's operating base and maintenance facility, and unleaded gasoline vans are fueled offsite by the contractor.

**Table 1: Current revenue fleet composition**

In-Service Year	Quantity	Make	Seating capacity	Fuel type	GCTD retirement year	FTA minimum useful life <sup>4</sup>	Current age <sup>5</sup>	Service type	Summary
2019	5	Nor Cal Van	4/4+2wc	Gas	2027	4 years	2	Demand Response	18 vans for demand response services
2015	6	VPG MV-1	3/3+1wc	CNG	2023	4 years	7	Demand Response	
2016	7	VPG MV-1	3/3+1wc	CNG	2024	4 years	7	Demand Response	
2017	8	Starcraft	14/4+3wc	CNG	2025	4 years	4	Demand Response	8 cutaways for demand response services
2007	23	New Flyer	39	CNG	2021-2024	12-17 years	15	Fixed-Route	61 full-size buses for fixed-route service
2009	9	NABI	30	CNG	2022	12 years	13	Fixed-Route	
2010	8	NABI	30	CNG	2023	12 years	12	Fixed-Route	
2015	8	Gillig	38	CNG	2027	12 years	6	Fixed-Route	
2016	5	Gillig	38	CNG	2028	12 years	5	Fixed-Route	
2019	5	Gillig	38	CNG	2031	12 years	2	Fixed-Route	
2021	3	Gillig	38	CNG	2033	12 years	0	Fixed-Route	

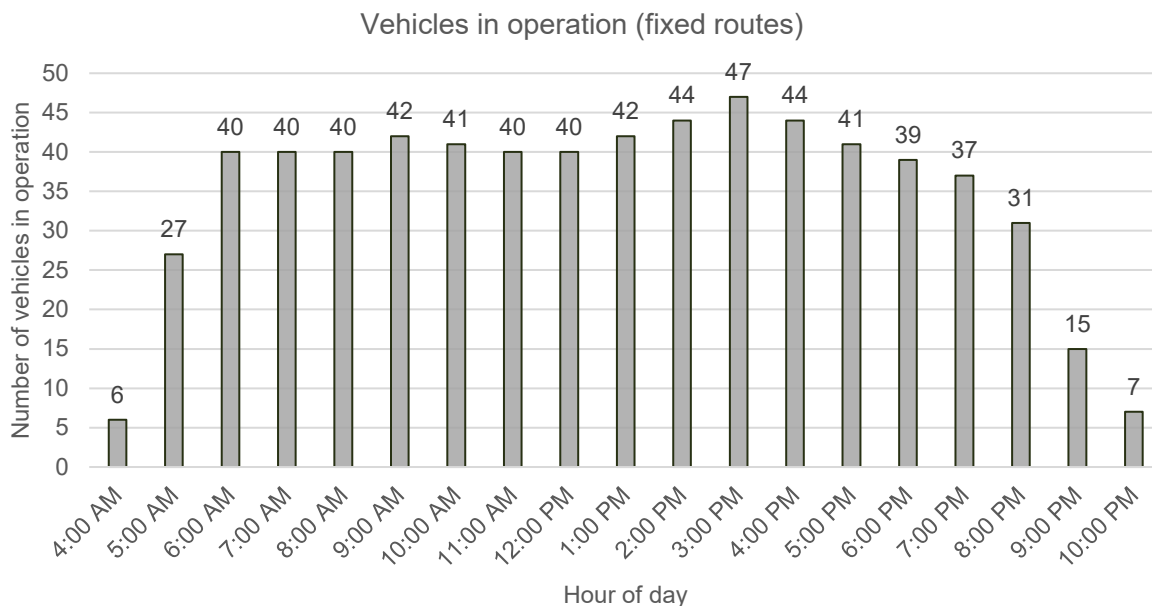
- For fixed-route services, a typical service day sees more vehicles in service during the midday period, but hourly vehicle requirements are fairly consistent throughout the day<sup>6</sup>. Hourly vehicle requirements peak at 3-4 pm with 47 vehicles required for service (Figure 1).

<sup>4</sup> <https://olga.drpt.virginia.gov/Documents/forms/DRPT%20Asset%20Useful%20Life%20Chart.pdf>

<sup>5</sup> Current age determined from model year not in-service year

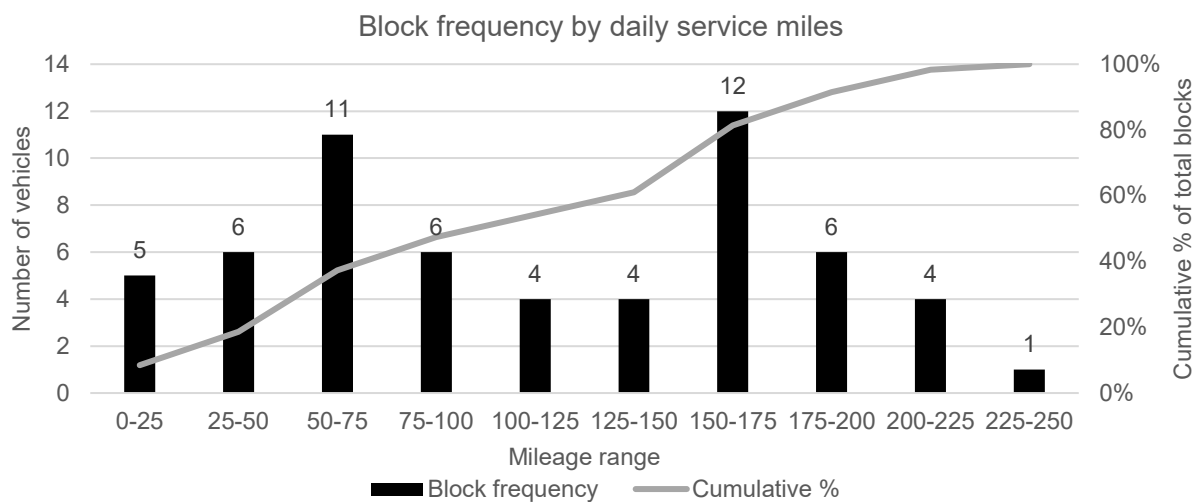
<sup>6</sup> A representative daily service schedule for a pre-COVID-19 Monday was chosen.





**Figure 1: Hourly vehicles in operation (fixed route)**

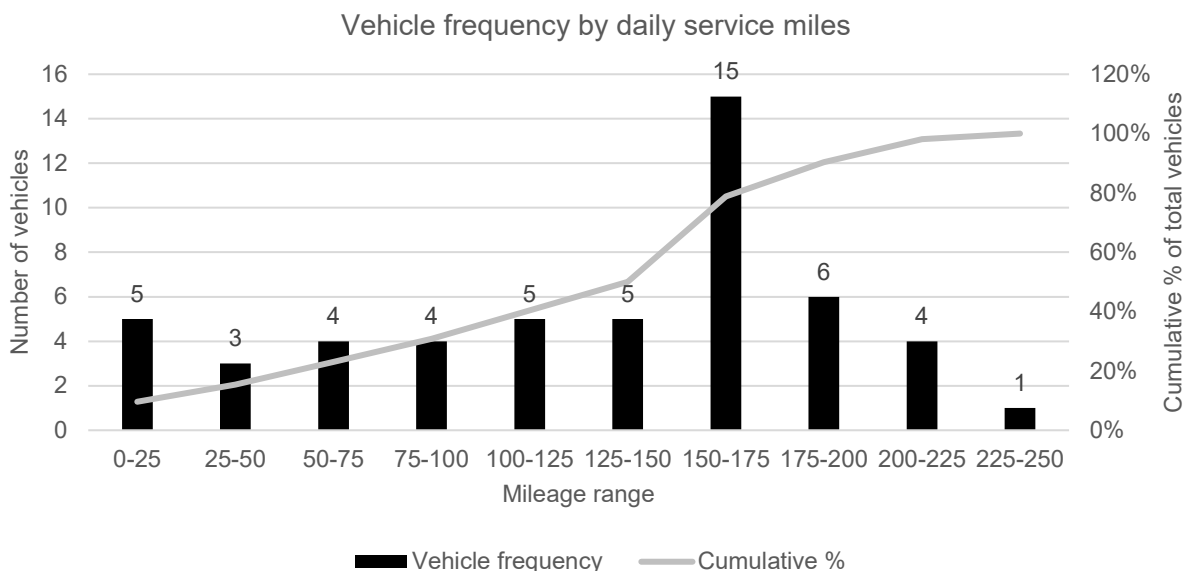
- Understanding scheduling and operating practices is important because it lets us understand an agency's blocking practices, how long blocks are, and how blocks are assigned to vehicles. This translates to how long vehicles are out in revenue operation and, from a modeling perspective, helps us understand if current blocks can be completed with ZE equivalents. Figure 2 shows that more than half of all blocks have mileages over 100 miles, and the maximum block length is 241 miles.



**Figure 2: Block frequency by daily service miles**



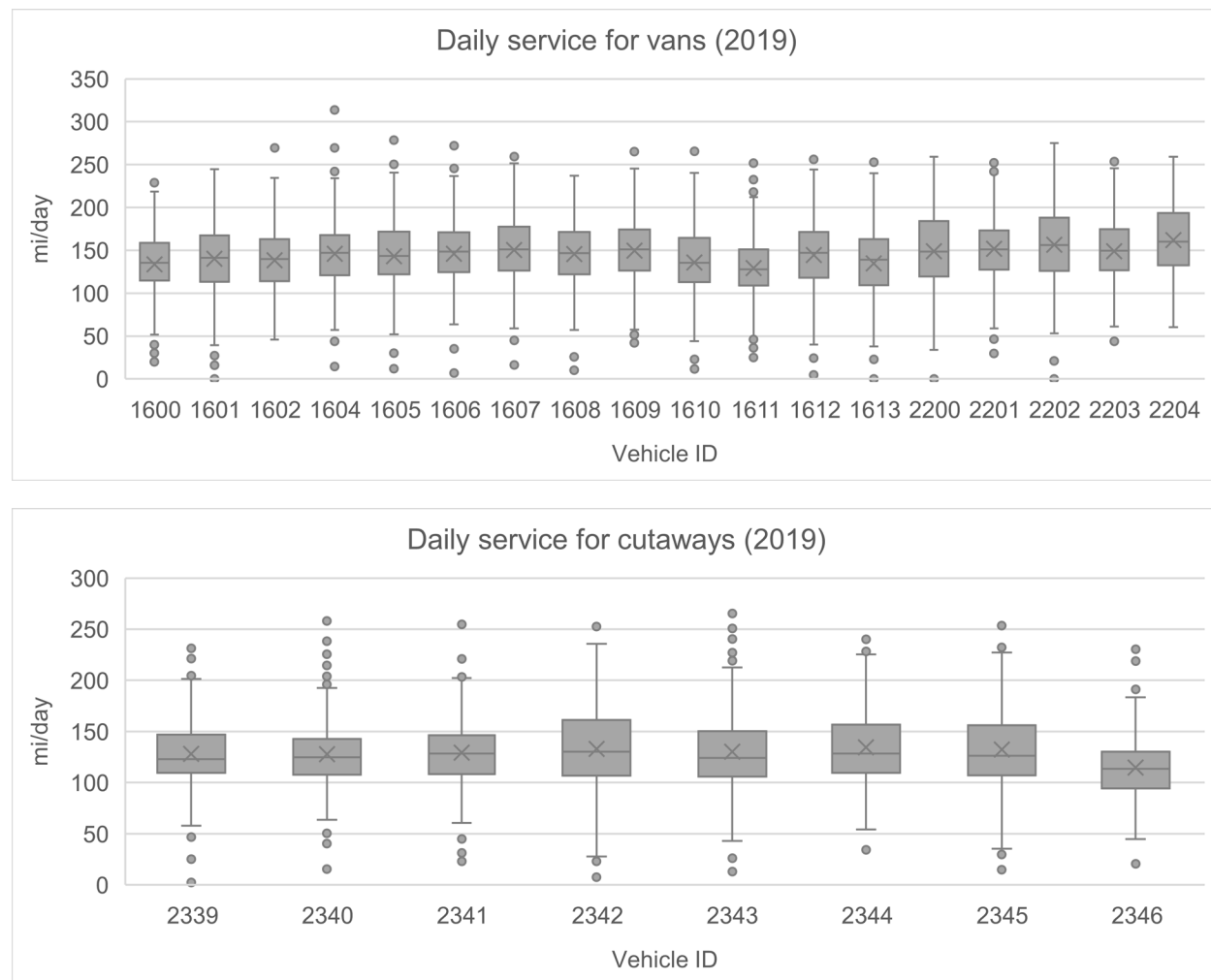
- Seven vehicles (or 13% of vehicles in operation) complete two blocks on an average day. To understand how the daily distance that vehicles are traveling changes, we combine blocks at the vehicle level (Figure 3). This shows that 50% of vehicles travel less than 150 miles in a day, which is a positive sign considering the range limitations of ZEBs.



**Figure 3: Vehicle frequency by daily service miles**

- To understand the variability in daily service for demand response vehicles, an entire year (2019) of data was analyzed. Figure 4 shows that on average, vans (top) travel slightly longer distances than cutaways (bottom), with an average daily service of 144 miles for vans compared to 130 miles for cutaways. However, both vehicles displayed examples where they traveled long distances in a day that exceed ranges of current ZE options for these vehicle types, with vans traveling a maximum of 300 miles in one day and cutaways a maximum of 250 miles.

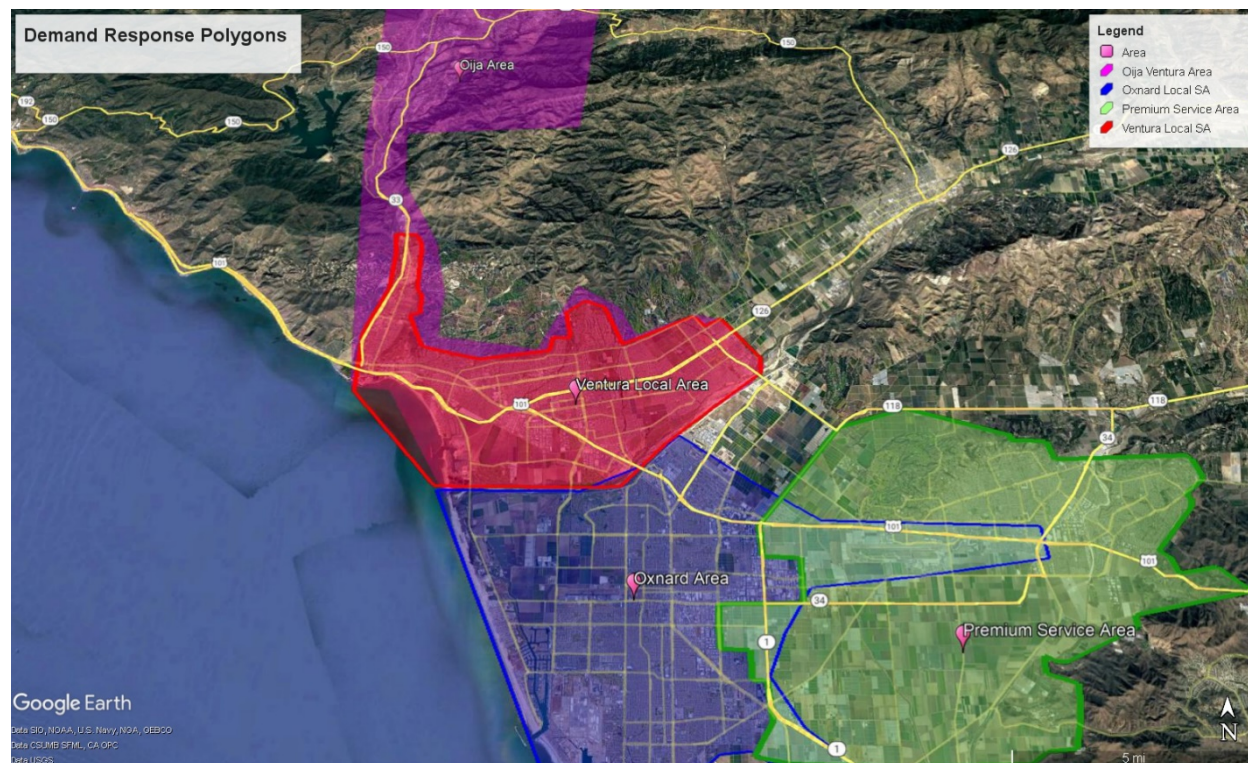




**Figure 4: Daily service for demand response vehicles (2019)**

- In the modeling, we also took into consideration the service design structure of demand response services, where vehicles can be assigned to a polygon in GCTD's service area which keeps them within a certain area to improve efficiency (Figure 5). Polygon assignment criteria includes vehicle capacity and the number of ambulatory vs. wheelchair spaces available. Some vehicles are left unassigned to polygons to handle trips that cross multiple areas.





**Figure 5: Demand response polygons**

- GCTD's operating base and maintenance facility is large, new, and well-maintained with onsite CNG fueling and space for growth in fleet and infrastructure. Transition to either BEBs or FCEBs will be accommodated in the space of the facility but either technology option will require upgrades:
  - BEBs will require electrical upgrades and chargers, etc.
  - FCEBs will require new hydrogen storage/fueling infrastructure, gas leak detection, and potentially electrical upgrades.
- Overall, GCTD's facility, operations, and service area seem well-suited to a fairly straightforward ZE transition, with factors like a relatively flat and compact service area and new facility without space constraints. Some challenges that may arise are related to how vehicles are scheduled, with many fixed-route vehicles out in operations 12+ hours a day (which could exceed range limitations of ZEBs or limit the ability for midday/opportunity charging), and a demand response fleet made up of vehicles with fewer ZE options that travel long daily distances, and the demand response model is inherently difficult to plan for because daily service miles are dictated by demand and not adherent to a fixed schedule.



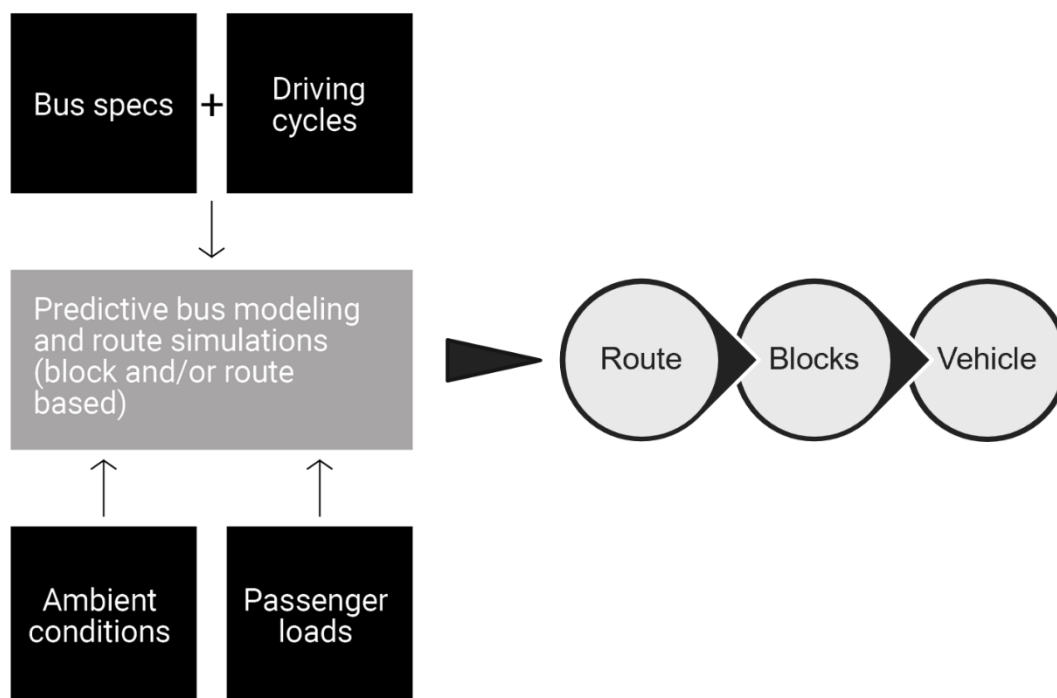
### 3.0 BUS MODELING AND ROUTE SIMULATIONS

This section describes the process of the bus modeling and route simulation, including the inputs and methodology.

ZEBDecide is a modeling tool designed by Stantec to support transit agencies in transitioning to zero-emission fleets, and ultimately helps to answer the question: what is the feasible and ideal composition of ZEBs for my fleet?

Energy modeling uses a two-pronged approach to understanding ZEB feasibility. The two-pronged approach first examines route-level operations, and secondly, examines fuel economy by aggregating route-level outputs to provide block/vehicle level fuel/energy requirements. In this way, Stantec and GCTD will understand how different ZEB technologies perform under GCTD's operating conditions, providing a more realistic estimate of operating range and energy consumption, ultimately informing technology selection.

Figure 6 provides a schematic overview of the modeling process. The predictive ZEB performance modeling depends on several inputs, such as actual passenger loads, driving dynamics, topography, vehicle specifications, and ambient conditions subject to the environment in which the agency operates.



### Figure 6: Modeling overview



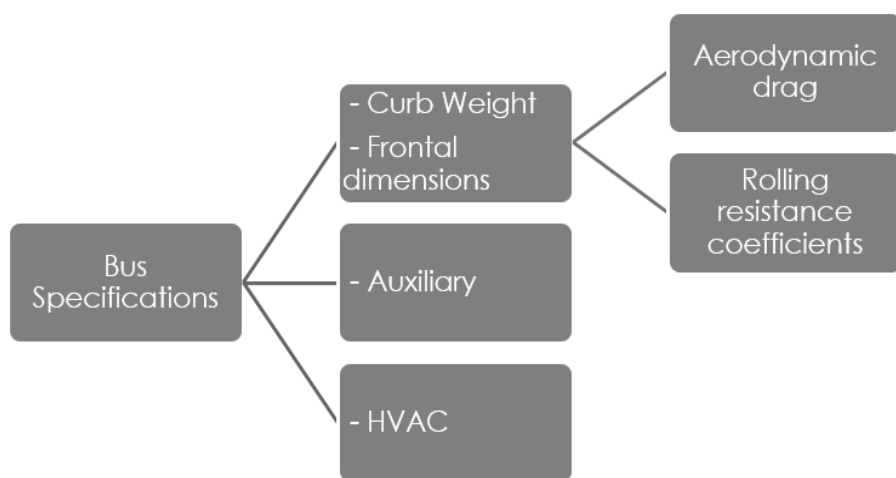


## 3.1 MODELING INPUTS – FIXED-ROUTE SERVICES

The modeling inputs described in this section refer to fixed-route services. Modeling inputs for demand response services are outlined in Section 3.3.

### 3.1.1 Bus Specifications

ZEBDecide's energy modeling process predicts ZEB drivetrain power requirements specific to given acceleration profiles. One key component to the modeling is the bus design or bus specifications that include curb weight and frontal dimensions (factors needed to account for aerodynamic drag and rolling resistance coefficients), auxiliary, and HVAC (Figure 7).





**Figure 7: Detailed bus specification inputs**



For GCTD, the key bus specifications used in the modeling process for each service type are detailed in Table 2 for BEB models and Table 4 for FCEB models. Both BEBs and FCEBs were modeled for fixed-route services. As GCTD operates 35-ft and 40-ft models, we specified the appropriate vehicle size (for each route and block) to reflect GCTD scheduling practices.



**Table 2: BEB specifications for energy modeling**

BEB models	35-ft	40-ft <sup>7</sup>
Battery (kWh)	450	525
Curb Weight (lbs.)	29,700	45,000
		

**Table 3: FCEB specifications for energy modeling**

FCEB models	35-ft	40-ft
Tank (kg)	35	37.5
Curb Weight (lbs.)	29,700	45,000
		

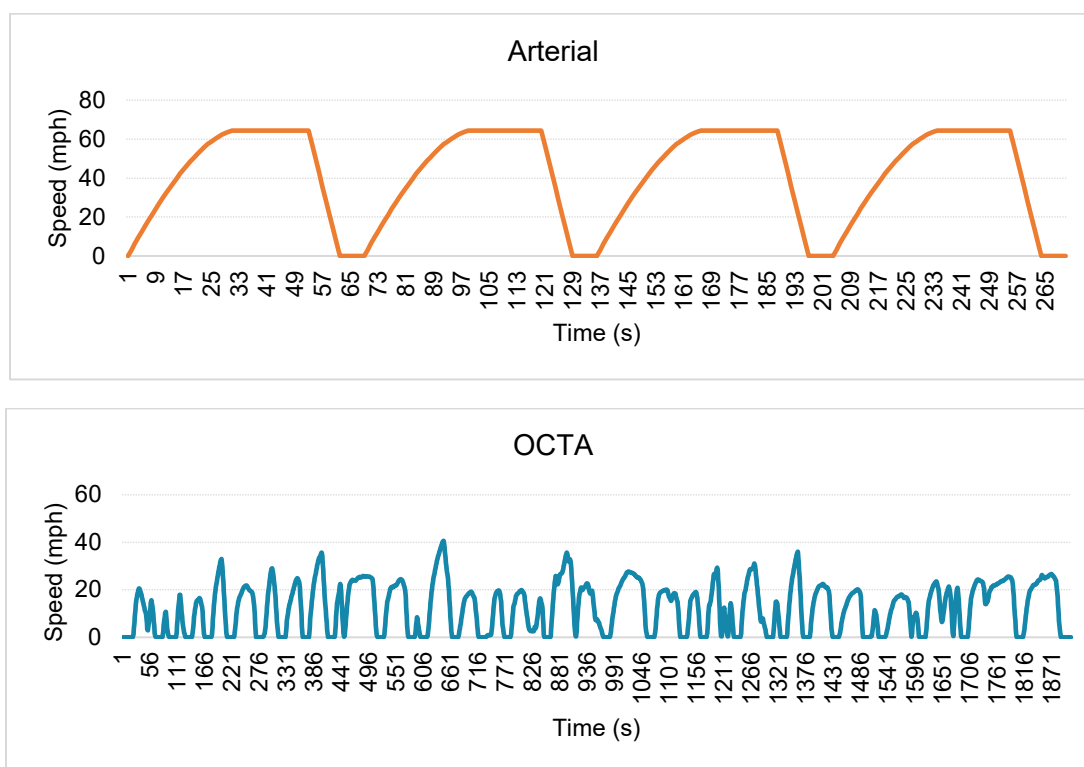
<sup>7</sup> If a block operated by a 40-ft BEB failed with a 525-kWh battery, blocks were subsequently modeled with a 40-ft BEB with a 660-kWh battery.



### 3.1.2 Representative Driving Cycles

Assigning representative driving cycles, also called acceleration profiles or duty cycles, is the other major step in the energy modeling. A driving cycle is a speed versus time profile that is used to simulate the vehicle performance, and consequently, the energy use. Representative driving cycles were assigned to all routes based on GCTD's operations and observed driving condition.

The driving cycles have been created from data collection of real-world operations or from chassis dynamometer tests and have been convened by the National Renewable Energy Laboratory (NREL) in a drive cycle database called DriveCAT<sup>8</sup> (examples shown in Figure 8).



**Figure 8: Examples of two representative driving cycles**

To assign driving cycles to GCTD's routes, we evaluated GCTD's routes in terms of average speed, route length, the number of stops and traffic levels. The suite of driving cycles and their key specifications considered for GCTD's routes are shown in Table 4.

<sup>8</sup> NREL DriveCAT - Chassis Dynamometer Drive Cycles. (2019). National Renewable Energy Laboratory. [www.nrel.gov/transportation/drive-cycle-tool](http://www.nrel.gov/transportation/drive-cycle-tool)



**Table 4: Driving cycles technical specifications (source: NREL)**

Cycle Name	Max Speed (mph)	Avg. Driving Speed (mph)	Stops/min
<b>Cycle A Mixed Traffic (OCTA)</b>	40.63	15.67	0.97
<b>Cycle B Arterial</b>	40	29.7	0.89
<b>Cycle D Freeway (UDDS)</b>	58	28.23	0.79
<b>Cycle E Medium Traffic</b>	Confidential		

The complete classification of driving cycles to all routes is presented in Appendix A – Driving Cycle Assignments.

### 3.1.3 Passenger Loads

As the total weight of a ZEB impacts its performance, it is important to understand and capture passenger loads in the modeling process. To examine the impacts of passenger loads and its associated weight<sup>9</sup>, GCTD provided data for each route detailing the passenger load for each route to be modeled. Modeled passenger loads for each route are shown in Appendix B – Passenger Load Data for Fixed Route Modeling Inputs.

### 3.1.4 Ambient Temperatures

The ambient temperature has a significant impact in the fuel economy of the ZEBs since it is directly related to the power output from the batteries required for the heating, ventilation, and air conditioning (HVAC) system.

Stantec developed a correlation between ambient temperature and power requirements from the HVAC system. For example, moderate daily temperatures (between 55°F and 65°F) can have a nominal power demand on the HVAC system of up to 4 kW. Colder temperatures (below 45°F) or hotter temperatures (above 70°F) can represent more strenuous loads of up to 12 kW. The power requirement for modeling purposes was set based on an annual average low temperature average of 46°F<sup>10</sup>.

<sup>9</sup> Estimated average passenger weight—170 lbs.

<sup>10</sup> US Climate Data <https://www.usclimatedata.com/climate/oxnard/california/united-states/usca0819>



### 3.1.5 Topography and Elevation

Given that portions of GCTD's service area are highly influenced by elevation and topography, it is important to account for the impacts of terrain and elevation on the energy efficiency of ZEBs. While the topography of much of western Ventura County is flat, varied topography can be seen through the Ojai area, and these elevation gains will undoubtedly influence energy efficiency and thus expected ZEB performance.

The first step in the route elevation analysis is to determine the elevation gains and losses seen across GCTD's routes. Furthermore, the total elevation gains will inform the maximum and average grades across each route. From there, an analysis of elevation based on route alignments was undertaken for each route (Table 5).

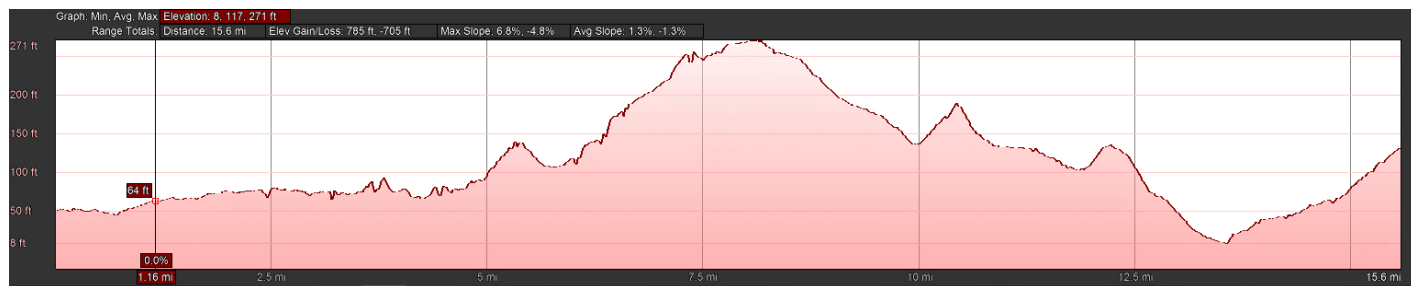
**Table 5: Elevation analysis<sup>11</sup>**

Route	Average slope	Max slope	Weighted average slope
1B	0.6%	3.5%	1.1%
3	0.8%	3.5%	0.9%
4A	1.2%	5.4%	2.0%
4B	0.8%	3.9%	1.7%
5	0.9%	4.3%	1.9%
6	1.3%	6.8%	2.6%
8	0.8%	7.5%	2.6%
11	1.4%	11.5%	4.0%
16	1.7%	7.4%	4.4%
17	1.2%	11.1%	1.8%
18A	0.8%	3.4%	1.2%
18C	0.7%	3.6%	0.8%
18E	1.1%	11.7%	1.8%
18F	1.7%	7.5%	2.5%
18G	1.3%	11.9%	2.1%
19	0.5%	2.6%	0.6%
21	1.2%	9.0%	2.7%

Each route shapefile (derived from GTFS data) was downloaded in Google Earth to create an elevation profile and understand the total elevation gains/losses seen for each route in the system (example for Route 6 in Figure 9). Additionally, the average and maximum grades for each route were similarly determined using these elevation profiles, which were used as the inputs for the topography analysis.

<sup>11</sup> Elevation analysis was not completed for routes missing in GTFS data and was approximated based on data from similar routes.





Source: Google Earth

**Figure 9: Elevation profile example (Route 6)**

### 3.1.5.1 Effects of Topography on Fuel Efficiency

We used a literature review to determine how average grades and maximum grades could affect the fuel efficiency and vehicle performance of BEBs and FCEBs. While the average grade across the entire route was used to determine the penalty on fuel efficiency, individual sections of routes that displayed significant changes in elevation in a short distance were also analyzed since this could have a outsized effect on vehicle performance. Data collection from real world operations provided the correlation between average grade and penalties to the fuel efficiency (See Appendix C – Topography Impacts – Correlation Between Average Grade and Fuel Efficiency). A penalty factor for each route was then applied to the calculated route-level fuel efficiencies to account for topography.

On average, the energy use per mile increases by 2% and by 4% for 35-ft BEBs and FCEBs, respectively, when accounting for the effects of the topography unique to the service area of GCTD, meaning the BEBs are less efficient when accounting for topography. The energy use per mile increases by 4% for 40-ft BEBs and for 40-ft FCEBs (Table 6).

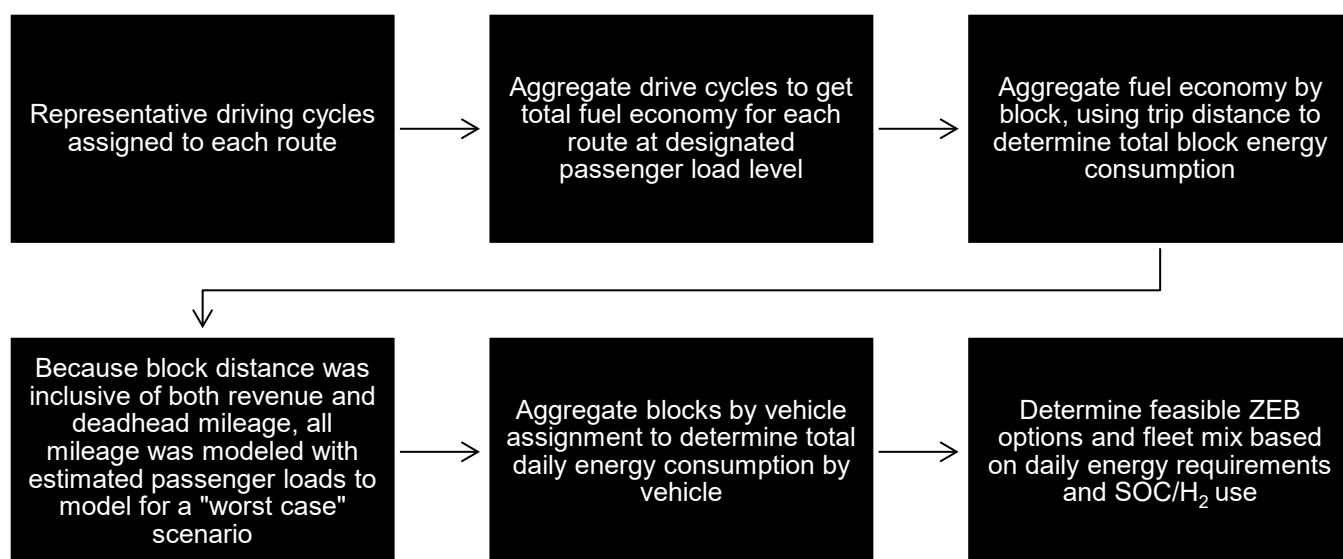
**Table 6: Average change in fuel efficiency due to topography**

		Average Fuel Efficiency (no-topography)	Average Fuel Efficiency with topography	Average Change
<b>BEB</b>	<b>35-ft BEB</b>	2.09 kWh/mi	2.12 kWh/mi	2% less efficient
	<b>40-ft BEB</b>	2.11 kWh/mi	2.21 kWh/mi	4% less efficient
<b>FCEB</b>	<b>35-ft FCEB</b>	7.47 mi/kg	7.15 mi/kg	4% less efficient
	<b>40-ft FCEB</b>	7.45 mi/kg	7.12 mi/kg	4% less efficient



### 3.2 MODELING PROCESS – FIXED-ROUTE SERVICES

Using the inputs above, the first step in modeling the fixed-route services is obtaining route-level fuel economy and energy use for the BEBs and FCEBs using the driving cycles assigned to each route. However, we cannot stop at route-level modeling as this does not represent what a vehicle does in a day due to interlining, deadheading, etc. The process of going from route to vehicle assignment is outlined in Figure 10.

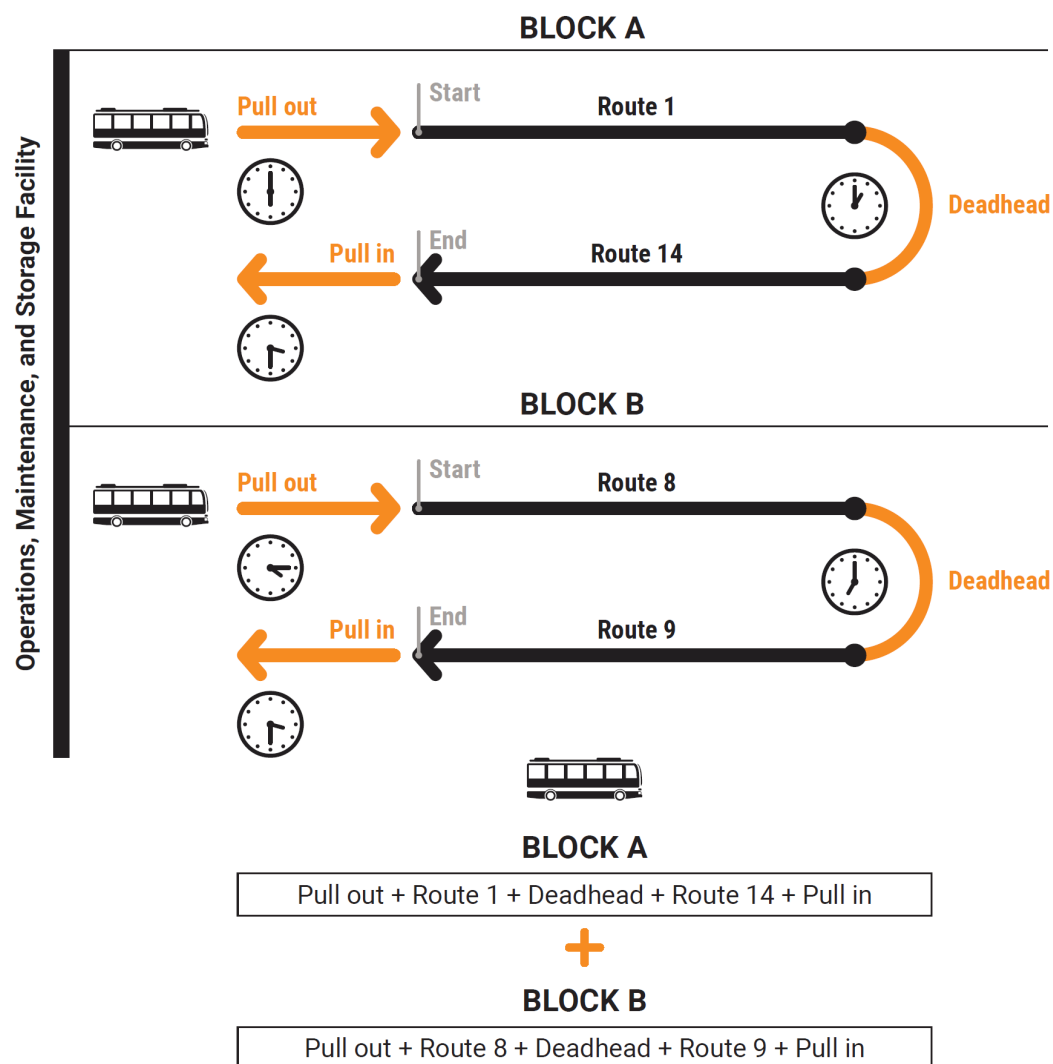


**Figure 10: ZEBDecide energy modeling process**

After the route-level modeling is completed, fuel economies are then aggregated by block using the trip distance to determine total energy consumption for each block. Finally, to understand the fuel economy and total daily energy consumption of each vehicle operated on a representative service day, blocks are aggregated at the vehicle level, so that vehicles that are assigned multiple blocks throughout a day are modeled appropriately.

The graphic in Figure 11 demonstrates a typical relationship between routes, deadheading, blocks, and vehicle assignments.





**Figure 11: Relationship between routes, blocks, and vehicle assignments.**

The results of the modeling provide insight into:

- Fuel economy and energy requirements
- Operating range
- The feasibility of different ZEB technologies. For BEBs, this is determined through state of charge (SOC); the vehicle assignment can be successfully completed with a BEB if it can complete its scheduled service with at least 20% battery SOC. For FCEBs, if a bus consumes less than 95% of its tank capacity, the vehicle assignment is counted as successful.







### 3.3 MODELING INPUTS – DEMAND-RESPONSE SERVICES

Currently, there are few tested and deployed ZE models that correspond to vans and cutaways that fit an agency's need in the paratransit/demand response domain.

We modeled GCTD cutaway service delivery with a battery-electric (BE) cutaway with a 120-kWh battery based on a F-E450 chassis. For MV-1 service, we simulated operations with a 25-ft van powered by a 118-kWh battery (Table 7).

**Table 7: BEB demand response specifications for energy modeling**


BEB models	Van (25-ft)	Cutaway
Battery (kWh)	118	120
Curb Weight (lbs.)	14,330	16,200
		

Hydrogen fuel cell-electric (FCE) vehicle options for smaller vehicles are even more limited than BE options. Nonetheless, a FCE passenger van in the Ford Transit Van style is currently deployed at a couple of properties (SARTA in Ohio, and SunLine later in 2022). We modeled MV-1 operations with this FCE van. However, because no FCE cutaways are currently commercially available and no specifications are available<sup>12</sup>, we were unable to simulate cutaway service with an FCE vehicle (Table 8).

<sup>12</sup> Interestingly, at the time of this writing, Lightening Motors, an OEM that produces electric medium- and heavy-duty vehicles, including delivery trucks, shuttle buses, passenger vans, chassis-cab models, and city transit buses cutaways and vans, is advertising a Ford Transit passenger van with FCE technology offering up to 250 miles in range. Currently, no transit agencies are operating FCE cutaways, but new offerings like the one from Lightening are positive developments showing the interest in new tech for different vehicle styles and the rapid evolution of the ZE field. In addition, improvements in battery technology could also improve operational ranges enabling an easier transition to BEBs.



**Table 8: FCEB demand response specifications for energy modeling**

FCEB models	Van (25-ft)	Cutaway
Tank (kg)	13	N/A
Curb Weight (lbs.)	10,360	N/A
		N/A

Note that the modeling results for the demand response services assumed an average of four passengers onboard and does not directly consider topography. Instead, the model used driving speed information for all trips in 2019 to predict the fuel economy. Other inputs, such as ambient temperatures, are the same as the parameters used in the modeling of the fixed routes.

### 3.4 MODELING PROCESS – DEMAND-RESPONSE SERVICES

As demand response services do not follow a fixed route and schedule, modeling inputs required adjustment to account for variations in service delivery. Therefore, instead of assigning representative driving cycles, the model considered the average driving speeds for each individual run; all runs and vehicle assignments from 2019 and 2020 were modeled<sup>13</sup>.

Furthermore, the energy requirement of each individual trip was then aggregated at the vehicle-level to calculate the total energy consumed by each vehicle per weekday. Lastly, a statistical analysis was conducted on the entire dataset to determine the average fuel efficiency and daily energy use per vehicle to evaluate success levels of electrifying demand response services with the current ZEB technology (Figure 12).

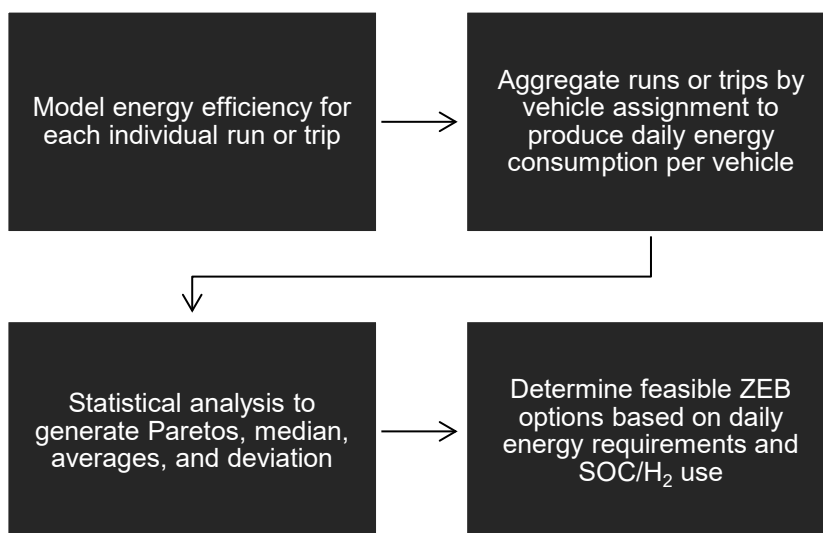
The results of the modeling provide insight into:

- Average fuel economy
- Probability of energy requirements

<sup>13</sup> 3,200 total demand response runs, then aggregated by vehicle assignment for 2,060 van and 1,100 cutaway vehicle assignments.



- Probability of operating range
- The feasibility of different ZEB technologies. For BE cutaways and vans, success is determined through SOC; the vehicle assignment can be successfully completed when BE vehicle can complete its scheduled service with at least 20% battery SOC. For hydrogen vans, if a vehicle consumes less than 95% of its tank capacity, the vehicle assignment is counted as successful.



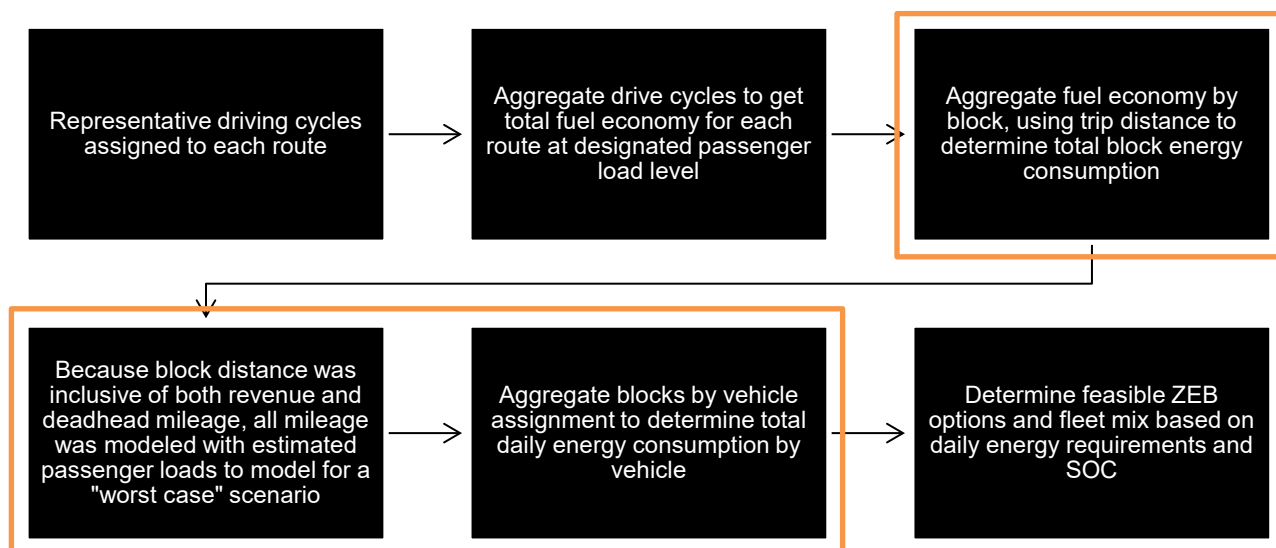
**Figure 12: ZEBDecide energy profile process (demand response services)**

## 4.0 MODELING RESULTS

### 4.1 BLOCK- AND VEHICLE-LEVEL MODELING

Following the assignment of driving cycles to routes and aggregating these to determine the total fuel economy for each route at different passenger loads, the modeling moves to the next stages which are highlighted in orange in Figure 12.





**Figure 13: ZEBDecide block- and vehicle-level modeling steps**

These steps define 1) the energy consumption at the block level—using data from each individual trip—and 2) the energy consumption for each vehicle assignment. The modeling results for these two steps of the process are presented in the sections below, and they are categorized per service type, vehicle type, and technology type.

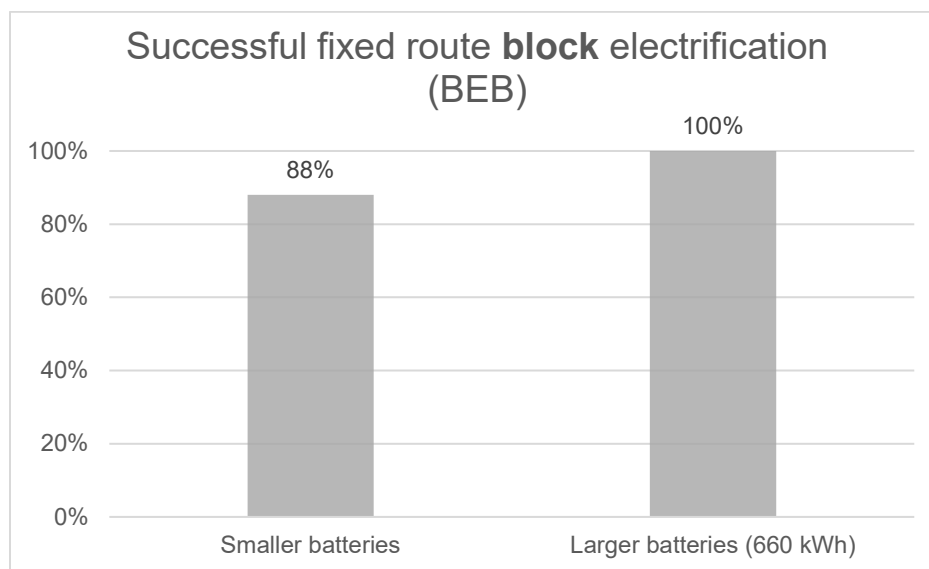
## 4.2 FIXED-ROUTE SERVICES

The overall energy or fuel demand per block was obtained by aggregating the fuel consumption from each trip according to the route-level results. The criteria to deem if a block can be successfully served by a BEB is if the SOC of the battery is above 20% after completing all the trips in a block<sup>14</sup>, and for FCEBs, the criterion for success is whether a bus consumes less than 95% of its tank capacity.

Block-level modeling results are shown for BEBs (Figure 14). First, blocks were modeled with smaller battery sizes (left), and if a block assigned a 40-ft bus was unsuccessful with the smaller (525 kWh) battery size, it was then modeled with a larger (660 kWh) battery. Blocks that require the use of a 35-ft bus cannot be modeled with a larger battery size as it does not exist for 35-ft vehicles.

<sup>14</sup> OEMs recommend that a BEB charge only to 90% of its total battery capacity and not drop below 10% state of charge (SOC) to preserve battery life; dipping below 10% can void the battery's warranty.

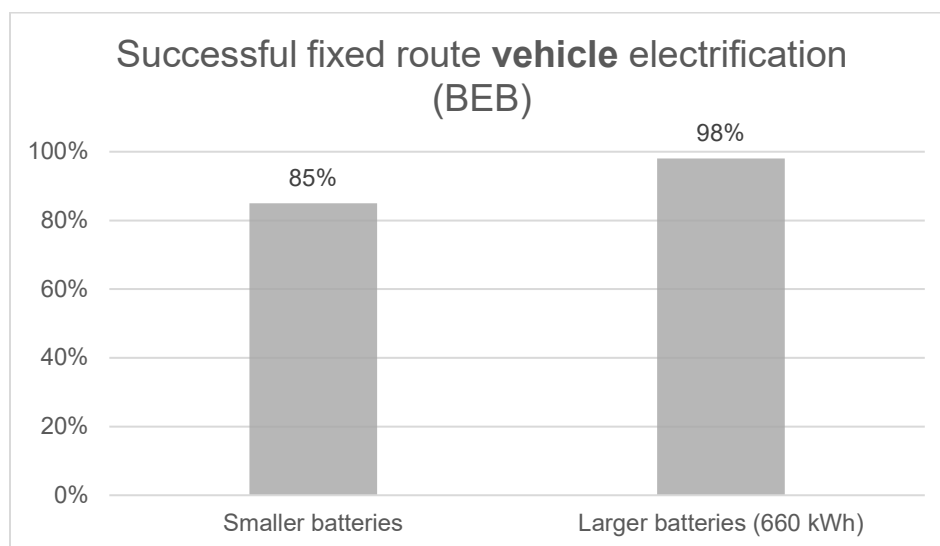




**Figure 14: Successful blocks that can be served by BEB equivalents (fixed-routes)**

These results in Figure 14 indicate that without increasing to a larger battery size, the majority (88%) of blocks can successfully be electrified. As all blocks that were unsuccessful use 40-ft buses, when these blocks are modeled with a larger battery size, the success rate increases to 100% of blocks.

Next, these block-level results are aggregated at the vehicle assignment level (Figure 15).



**Figure 15: Successful vehicle assignments that can be served by BEB equivalents (fixed-routes)**

When using smaller battery sizes only, 85% of vehicle assignments can be successfully electrified, and when unsuccessful vehicle assignments using 40-ft vehicles were modeled using a larger battery size,

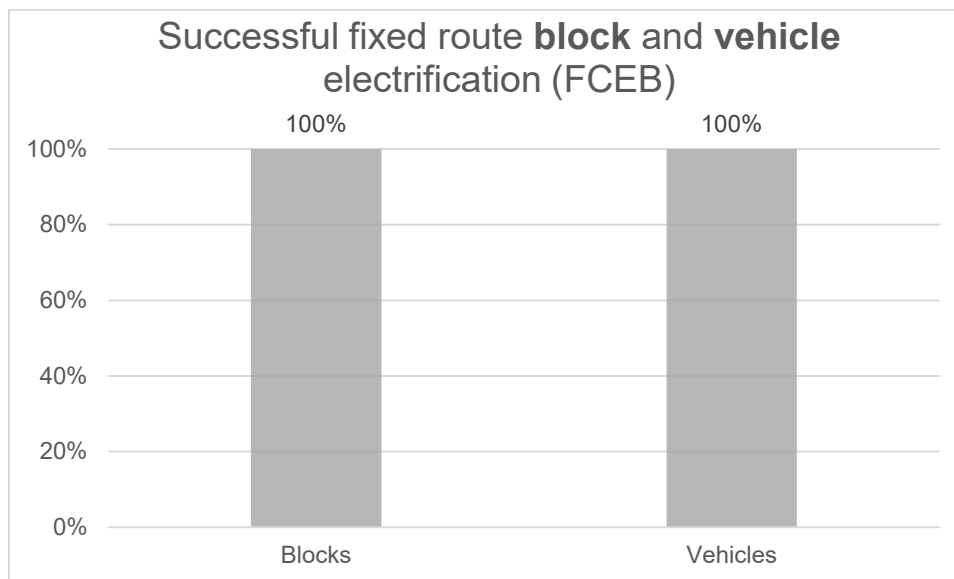


the success rate increases to 98%; one vehicle assignment is unsuccessful when increasing to a larger battery size. This failure is because this particular vehicle assignment uses a 35-ft vehicle and is assigned to two blocks. The combination of these two blocks exceeds the current operating range of a 35-ft BEB. However, there may be an opportunity for charging between blocks for this one vehicle. Furthermore, a larger battery size (660 kWh) would be needed for seven vehicle assignments. Table 9 summarizes the average fuel efficiency for each vehicle type.

**Table 9: Average fuel efficiency for fixed route BEB modeling results**

Vehicle type	Average fuel efficiency (kWh/mi)
40-ft bus (both 525 and 660 kWh, as appropriate)	2.23 kWh/mi
35-ft bus (450 kWh)	2.15 kWh/mi
Overall	2.21 kWh/mi

Next, fixed-route service was modeled with hydrogen FCEBs. Figure 16 shows both the block-level and vehicle assignment-level results for FCEBs.



**Figure 16: Successful blocks and vehicle assignments that can be served by FCEB equivalents (fixed-routes)**

All (100%) of GCTD's fixed route blocks and vehicle assignments can be successfully transitioned to hydrogen FCEBs. Table 10 provides the average fuel efficiency for each vehicle type modeled.



**Table 10: Average fuel efficiency for fixed route FCEB modeling results**

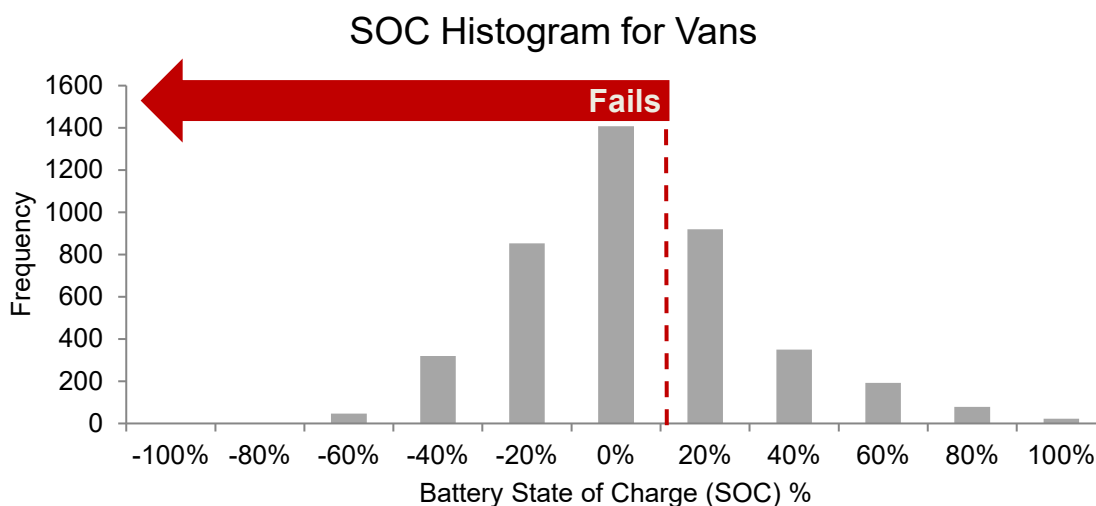
Vehicle type	Average fuel efficiency (mi/kg)
40-ft bus	7.20 mi/kg
35-ft bus	7.29 mi/kg
Overall	7.22 mi/kg

### 4.3 DEMAND-RESPONSE SERVICES MODELING RESULTS

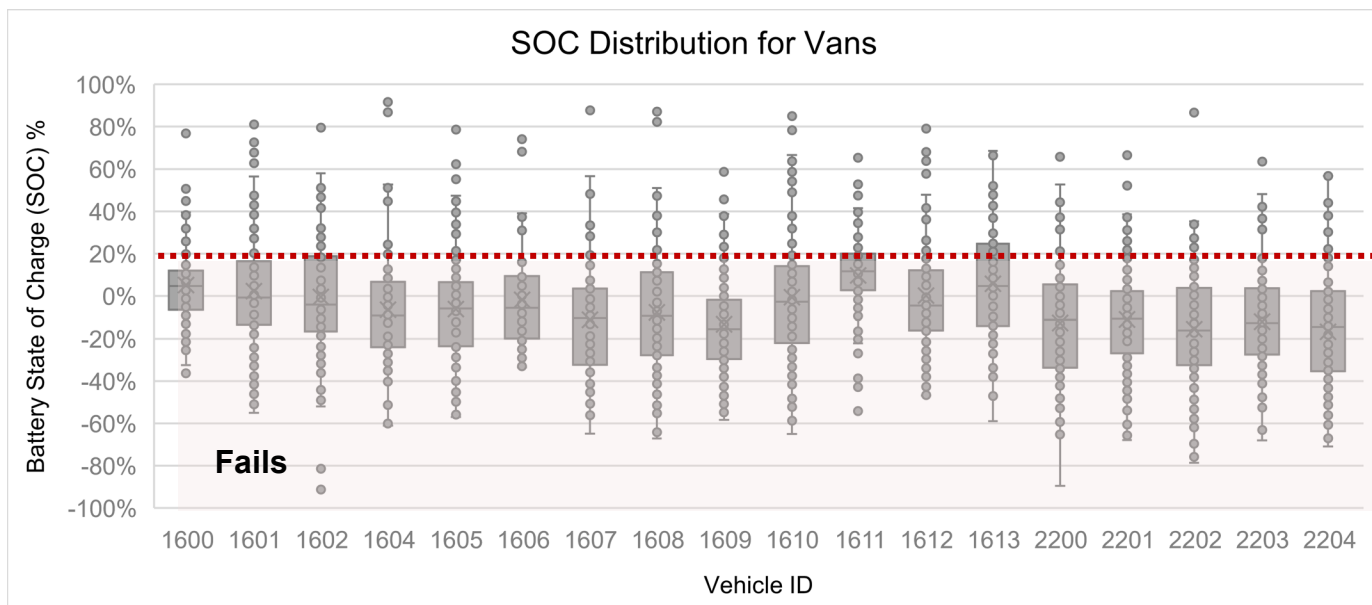
Similar to how fixed-route modeling results are first presented at the block level and then aggregated at the vehicle level, demand response services were first modeled at the run (or individual vehicle trip) level and then combined at the vehicle level to represent all the trips that a vehicle completed on a given day (sample size: 3,200 total runs, aggregated into 2,060 van assignments and 1,100 cutaway assignments). The analysis of this large dataset helps account for the fluctuations and variability in daily schedules of demand response services.

The criteria for success for demand response services are the same as for the fixed-route services—completion of daily assignment with at least 20% SOC (BE vehicles) or no more than 95% tank capacity consumed (FCE vehicles).

Figure 17 shows that about 37% of runs operated by vans could be electrified with currently available BE vans. A sensitivity analysis suggests that with ideal weather and topography, about 75% of runs may be successful.

**Figure 17: SOC histogram for BE van runs**

Next, runs were aggregated to consider the full day of service for each van (Figure 18). This shows that when considering a full day of service for each vehicle, the success rate drops to 25% of all runs completed in 2019; everything below the red dotted line and in the red shaded area in Figure 18 are failed runs. A sensitivity analysis suggests that with ideal weather and topography, about 60% of vehicle assignments may be successful. The daily mileage for electric vans can range between 135 and 170 miles with an average fuel efficiency of 0.87 kWh/mi.

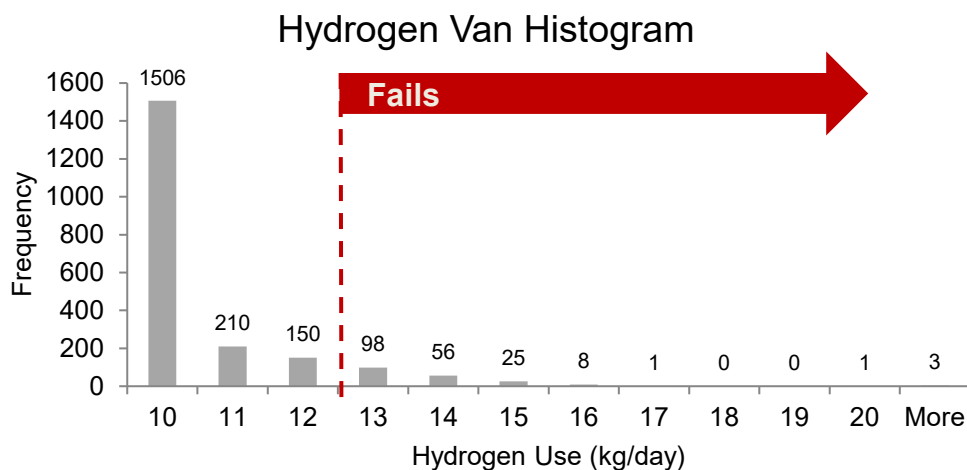


**Figure 18: SOC distribution for BE van assignments**

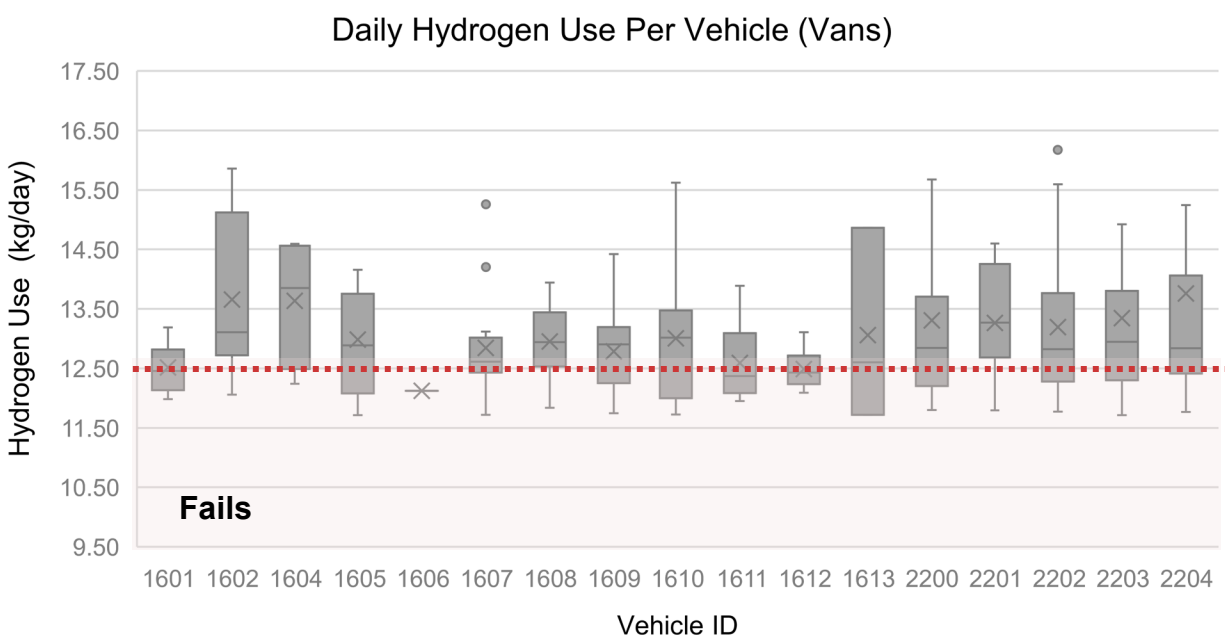
The process was then repeated for hydrogen vans. Run-level results are shown in Figure 19 and results aggregated at the full daily service levels are in Figure 20. Runs below the red-dotted line in Figure 20 are failed runs according to the modeling.







**Figure 19: Histogram for hydrogen van runs**



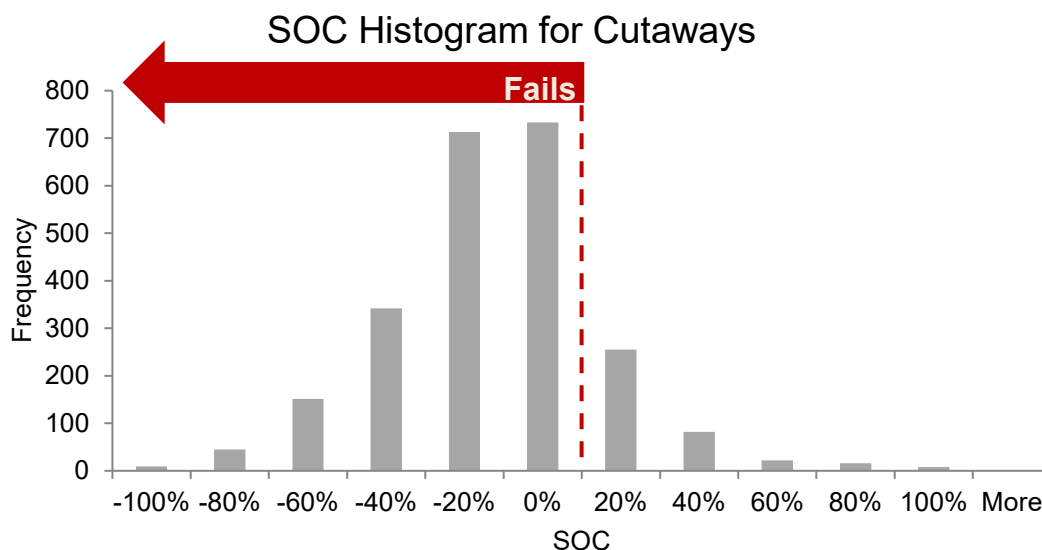
**Figure 20: Daily hydrogen use per van**

The predicted outcome suggests that around 90% of daily service assigned to vans can be successfully converted to hydrogen FCE vans. The daily mileage for hydrogen vans ranges between 210 and 250 miles with an average fuel efficiency of 17 mi/kg.<sup>15</sup>

<sup>15</sup> Note that Altoona testing has not been completed for hydrogen vans and not enough public data is available to validate the expected hydrogen efficiency.



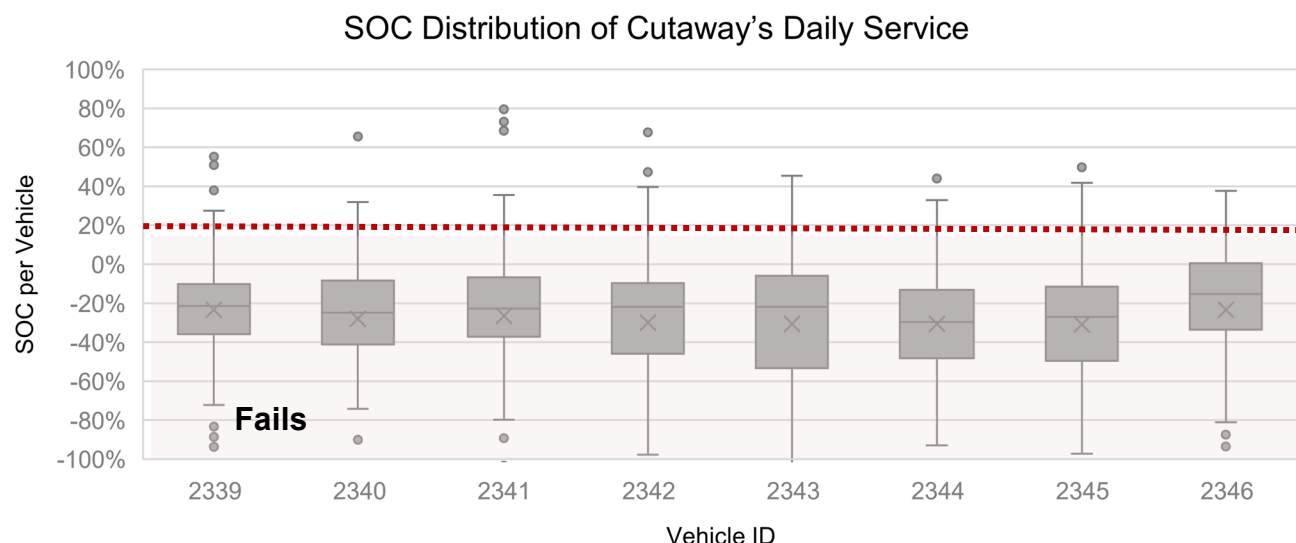
Finally, service completed by cutaways was modeled with a BE cutaway. No hydrogen FCE option was modeled due to the lack of hydrogen FCE cutaway options. Figure 21 shows that about 16% of runs operated by cutaways can be completed with currently available BE cutaways.



**Figure 21: SOC histogram for BE cutaway runs**

A sensitivity analysis suggests that with ideal weather and topography, about 65% of runs may be successful. Figure 22 shows the electrification rate drops to 10% when considering a full day of service for each vehicle, and a sensitivity analysis suggests that with deal weather and topography, 50% of vehicle assignments may be successful. The daily mileage for an electric cutaway ranges between 105 and 135 miles, with an average fuel efficiency of 1.13 kWh/mi.





**Figure 22: SOC distribution for BE cutaways**

## 4.4 SUMMARY AND TAKEAWAYS

In summary, the modeling results have the following major implications:

- Fixed-route service modeling results show that both BEB and FCEB options could be feasible for GCTD's operations. One hundred percent of service can be successfully transitioned to FCEBs without changing anything about GCTD's current scheduling, blocking, or operations. The majority of GCTD's fixed-route service can be successfully transitioned to BEBs, but 7 40-ft vehicles would require a larger battery (660 kWh), and one 35-ft vehicle is unsuccessful and would either require midday/opportunity charging between blocks or reblocking to be successful with BEBs.
- Demand response services are less successful as ZE operations, with only 25% of daily service assignments for vans able to be successfully converted to BE vans. This jumps to about 90% for hydrogen vans, but it is important to note that no hydrogen vans have undergone Altoona testing yet.
- Vehicle options are more limited for cutaways, with only BE options available. Modeling suggests that 10% of daily assigned cutaway service can be successfully completed with BE cutaways.

Based on these modeling results, potential fleet concepts have been developed for each service type and are detailed in the following sections.



## 5.0 FLEET CONCEPTS AND ASSESSMENT

This section first outlines the development of ZEB fleet concepts, followed by the specification of two fleet concepts based on the modeling and analysis in preceding sections. Then, we use a multicriteria analysis approach to compare the fleet concepts by considering the impacts of the adoption of different ZEB technologies to several elements of GCTD's business.

### 5.1 FLEET CONCEPT DEVELOPMENT

Based on the modeling results, GCTD can decide to proceed a few different ways in terms of fleet composition for ZEB transition.

One approach is to adopt an all-BE fleet. However, with this approach, GCTD will need to procure three different vehicle configurations with different battery sizes to successfully deliver service. Moreover, it is highly likely that GCTD will need to reblock service and schedule bus assignments to ensure that BEBs are dispatched correctly by block mileage and duty.

The bigger challenge is the demand response fleet. Very little of this service can be successfully converted to BE vehicle equivalents. Applying for exemptions from CARB as permitted by the ICT regulation could be one route, or for the purposes of the study, we could make assumptions about improvements to battery capacity and/or fuel efficiency to estimate energy and power requirements as *if* such BE vehicle equivalents were commercially available.

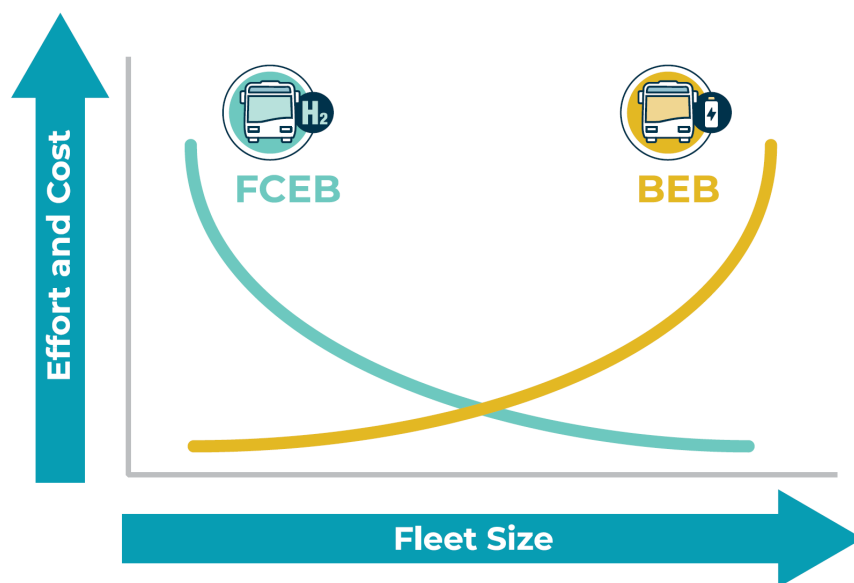
A second alternative is to adopt a fleet of entirely FCEBs since the modeling demonstrates that FCEBs can successfully complete all of the fixed-route service GCTD operates with little to no changes in operations or scheduling. The main challenge remains the demand response service operated by cutaways, since no FCE cutaways currently exists. Moreover, while van operations are largely successful using FCE vans, a substantial proportion of the service operated by vans exceeds current operating limitations.

We also considered a mixed technology fleet of FCEBs and BEBs but discounted this approach for several reasons including:

- The complexities of scheduling, operations, and maintenance that is introduced by multiple technologies.
- Expensive upgrades to maintenance bays to accommodate both BEBs and FCEBs.
- The level of investment for hydrogen fueling infrastructure does not scale linearly—there is a minimum fixed cost for the equipment related to hydrogen storage and fueling regardless of the number of buses (within a certain range). As such, converting only a portion of the fleet to FCEBs would already require investing in hydrogen fueling infrastructure, so the additional costs for an entirely FCEB fleet is likely incremental.



This consideration is also related to the scalability of the different ZEB technologies. With a small bus fleet, a BEB fleet is generally less expensive and simpler to implement. For a larger bus fleet, BEB implementation becomes challenging because of the number of chargers required and the related electric utility upgrade requirements, with additional modifications to operations due to range limitations. Conversely, with a large bus fleet, the larger fixed cost of hydrogen fueling infrastructure becomes cheaper on a per bus basis (Figure 23). For this reason, for a smaller bus fleet, the large fixed costs for hydrogen fueling infrastructure is untenable.



**Figure 23: Comparative capital costs and effort for BEB and FCEB deployment size**  
(Source: TCRP; CTE).

Taken together, our analysis has led to the development of Fleet Concept A, a BE technology fleet, and Fleet Concept B, a FCE technology fleet.

### 5.1.1 Fleet Concept A

Fleet Concept A is a BE-based fleet, as described in Table 11.

**Table 11: Fleet Concept A – BE Fleet**

Vehicle type	Battery size(s)	Quantity	Notes
35-ft. buses	450 kWh	17	Blocking/scheduling redesign necessary Range limitation for certain blocks (max range ~ 168 mi).



Vehicle type	Battery size(s)	Quantity	Notes
<b>40-ft buses</b>	550 kWh 660 kWh	37 7	Blocking/scheduling redesign necessary Range limitation ~188 mi (550 kWh) and ~235 mi (660 kWh).
<b>Cutaways</b>	N/A; CARB exemption	N/A; CARB exemption	N/A; CARB exemption. According to the modeling, only 10% of daily service can be electrified with BEV.
<b>Vans</b>	N/A; CARB exemption	N/A; CARB exemption	N/A; CARB exemption. According to the modeling, only 25% of daily service can be electrified with BEV.

This concept requires 3 different BEB models, as well as exemptions from CARB for demand response services under the ICT regulation permitted exemptions of the unavailability of ZE equivalents and inability to meet daily mileage.<sup>16</sup>

### 5.1.2 Fleet Concept B

Fleet Concept B is FCE-based fleet, as described in Table 12.

**Table 12: Fleet Concept B – FCE Fleet**

Vehicle type	Tank size	Quantity	Notes
<b>35-ft. buses</b>	35 kg	17	All blocks and vehicle assignments successful under the modeling conditions.
<b>40-ft buses</b>	37.5 kg	44	All blocks and vehicle assignments were successful under the modeling conditions.
<b>Cutaways</b>	N/A; CARB exemption	N/A; CARB exemption	N/A; CARB exemption. No hydrogen cutaway currently available. Depending on passenger capacity needs, GCTD could explore substituting a portion of the cutaway fleet with FCE vans.
<b>Vans</b>	13 kg	18	Around 90% of the daily service assigned to vans can be converted to FCE. Vehicles need to refuel at the main facility with the fixed-route vehicles.

<sup>16</sup> <https://ww2.arb.ca.gov/resources/fact-sheets/innovative-clean-transit-ict-regulation-fact-sheet>



This concept requires two different FCEB models (35-ft. and 40 ft.), as well as a CARB exemption for cutaways services due to the lack of a viable ZE alternative. Another alternative GCTD could explore is to examine the possibility of switching more of its demand response fleet from cutaways to vans, given that ZE van alternatives seem to better meet GCTD's operating requirements; however, GCTD will need to confirm that enough capacity is available for passengers using wheelchairs or mobility devices, or larger group trips<sup>17</sup>. Most van-operated service could be converted to FCE equivalents although not without some adjustments to scheduling and potentially refueling during the service day.

## 5.2 MULTICRITERIA ANALYSIS AND EVALUATION

With a high level of understanding of the two fleet concepts, the next step is to weigh the merits of operating each type of fleet alternative, that is, an all-BEB fleet compared to an all-FCEB fleet.

Bus modeling and route simulation provides one important input into the recommendation of a preferred ZEB fleet concept—the modeling helps understand the feasibility of different technologies. In certain instances, both ZEB technologies could be feasibly implemented albeit with different considerations, (which is the case for GCTD), while in other instances, one technology choice may not be feasible for a range of reasons that make one technology an improper fit for a transit agency.

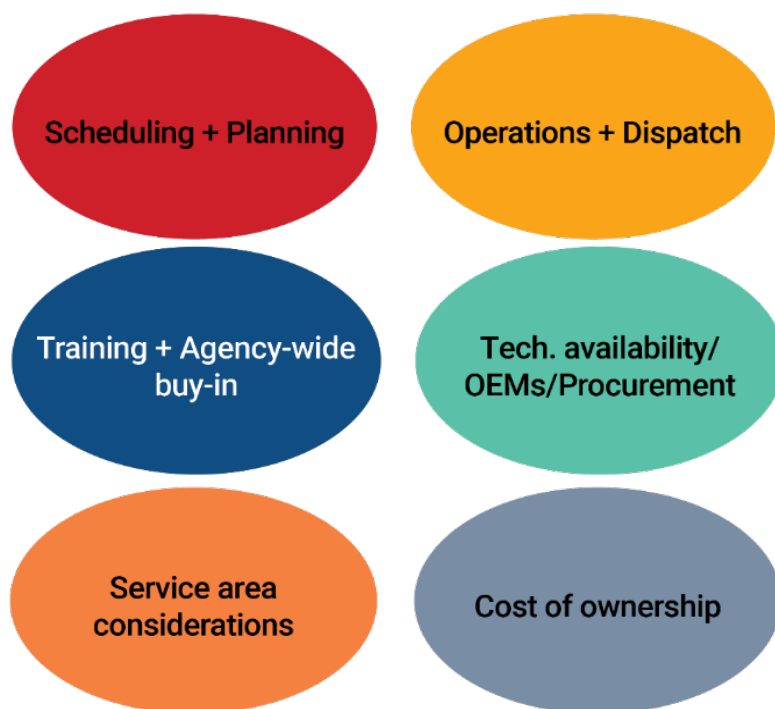
As such, there are other qualitative and quantitative considerations for GCTD, as either BEB or FCEB options are possible. Some of these have been alluded to throughout this report, such as the complexity of operating three variants of BEBs, the challenge of the demand response services, and so on.

Figure 24 is a schematic of the different criteria considered in the multicriteria analysis to evaluate the trade-offs of the two ZEB fleet concepts.

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<sup>17</sup> FCE van based on Ford Transit chassis can be configured with 6 ambulatory + 1 wheelchair position; 4 ambulatory + 2 wheelchair positions; or 3 ambulatory + 3 wheelchair positions.





**Figure 24: Criteria for the multicriteria analysis of ZEB fleet concepts**

- **Scheduling and planning** considers how range limitations, fleet variants, and other characteristics of the fleet could impact scheduling and planning of GCTD's service.
- **Operations and dispatch** considers the degree of complexity and flexibility provided by the fleet concepts to operations (including maintenance) and dispatching.
- **Training and agency-wide buy-in** considers the scale and complexity of required agencywide training to familiarize the agency with the chosen ZE technology.
- **Technology availability/OEMs/Procurement** considers how complex procurement will be under each fleet concept and how current availability of vehicles under each technology option will impact the feasibility of transitioning.
- **Agency-specific considerations** include concerns and factors that are unique to GCTD and the region in which it operates.





- **Cost of ownership** evaluates, at a high-level, the per-mile, per-bus cost of operating each fleet concept. This does not compare the ZE fleet concepts to the current operating costs; instead, we compare the ZE options against one another<sup>18</sup>.

Table 13 presents a comparison between the two fleet configurations for different trade-off criteria. It should be noted that any of the arrangements discussed throughout would also need to accommodate current CNG operations—in other words, at least for a time, GCTD would potentially operate two technologies (ZE and CNG).

In the table below:

- 1 star indicates a Fair fit for GCTD
- 2 stars indicate a Good fit for GCTD
- 3 stars indicate a Best fit for GCTD



This trade-off analysis reveals that Fleet Concept B, though potentially slightly more costly (12% higher on a cost per mile basis), provides a better fit for GCTD's service profile, reduces the complexity during its ZEB deployment, and allows for a larger percentage of the total fleet (fixed-route and demand response) to transition to ZE.

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<sup>18</sup> Due to limited cost data for smaller vehicles, this preliminary analysis is limited to fixed-route bus costs, which would be the main cost driver (i.e., 70% of the fleet is for fixed-route service). This analysis is not a comprehensive costing exercise, and is meant for comparative purposes only.









**Table 13: Trade-offs between Fleet Concepts A and B**

Trade-off/criteria	Fleet Concept A (All BE)	Fleet Concept B (All FCE)	Notes/comments
<b>Scheduling and planning</b>	<ul style="list-style-type: none"> <li>Requires scheduling for:               <ul style="list-style-type: none"> <li>35-ft BEB average range of ~168 miles (450 kWh battery)</li> <li>40-ft BEB average range of ~188 miles (550 kWh battery) and</li> <li>40-ft BEB average range of ~235 miles (660 kWh battery)</li> <li>CNG cutaways</li> <li>Gasoline vans</li> </ul> </li> <li>Requires consideration of a fleet withing the fleet (two different battery sizes for 40-ft buses).</li> <li>Requires scheduling changes; buses can only be dispatched on certain blocks due to range requirements. Less scheduling flexibility to ensure larger battery sizes are scheduled to longer blocks.</li> <li>Significant BEB battery degradation presents uncertainty in service reliability (range) as vehicles age.</li> <li>No changes to scheduling and planning of demand response services due to recommended CARB exemption for technology constraints.</li> </ul>	<ul style="list-style-type: none"> <li>Requires scheduling for:               <ul style="list-style-type: none"> <li>35-ft FCEB average range of ~255 miles (35 kg tank)</li> <li>40-ft FCEB average range of ~280 miles (37.5 kg tank)</li> <li>FCE van average range of ~210-250 miles (13 kg tank)</li> <li>CNG cutaways</li> </ul> </li> <li>Only requires one tank size for each bus size.</li> <li>Vehicles can be dispatched for any block (except for blocks that require a 35-ft bus), offering more scheduling flexibility.</li> <li>FCEBs offer greatest flexibility for detours and other unplanned/planned service changes and road calls/changeouts</li> <li>Smaller battery packs in FCEBs have less degradation.</li> <li>No changes to scheduling and planning of demand response cutaways due to recommended CARB exemption for technology constraints.</li> </ul>	<ul style="list-style-type: none"> <li>Fleet Concept B most closely resembles GCTD's current-day operations with CNG.</li> <li>Fleet Concept A presents more scheduling and planning constraints with two different battery sizes for the main 40-ft bus fleet.</li> <li>FCE range most closely approximates current CNG ranges.</li> <li>Fleet Concept B simplifies scheduling and planning by having the fewest variants of bus types; more flexibility in dispatching buses to blocks due to longer range and also minimizes reblocking.</li> <li>More of GCTD's total fleet can be transitioned to ZE in Fleet Concept B compared with Fleet Concept A.</li> </ul>
			
<b>Operations and dispatching</b>	<ul style="list-style-type: none"> <li>Dispatch and maintenance will need to consider and manage the two battery sizes for 40-ft buses to ensure vehicles are dispatched as scheduled and assigned to the correct blocks.</li> <li>Parking and charging times for BEBs need to be closely monitored to ensure a full battery and free dispatching for the next service day.</li> </ul>	<ul style="list-style-type: none"> <li>Dispatch will have flexibility to assign units to blocks because of comparable ranges across vehicles. This will help to evenly distribute the mileage per vehicle among the fleet.</li> <li>Refueling hydrogen on FCEBs can be completed during a 7-hour refueling window as currently done for CNG buses (hydrogen fueling station equipment is</li> </ul>	<ul style="list-style-type: none"> <li>Operations and dispatching of FCEBs will be closer to GCTD's business as usual and comparable to operations of CNG buses.</li> <li>Having the fewest variants or types of bus technologies is preferable to simplify dispatching.</li> <li>Range limitations will cause complications in dispatch, as BEBs with smaller battery</li> </ul>



## ENERGY MODELING AND PREFERRED FLEET CONCEPTS

Trade-off/criteria	Fleet Concept A (All BE)	Fleet Concept B (All FCE)	Notes/comments
	<ul style="list-style-type: none"> <li>Recharging BEBs can take between 2-6 hours and will likely require swapping dispensers' connections to buses overnight or smart charging software with remote smart managing.</li> <li>Fueling, cleaning, maintenance, and other service cycle functions will require modification for BEBs.</li> <li>The preventive maintenance cycles will need to be closely monitored for each vehicle type since a portion of the fleet will accumulate a lot more miles per day from being assigned to the longer blocks, resulting in more preventive maintenance</li> <li>Operations and dispatching practices for demand response services will remain unchanged.</li> </ul> 	<p>designed to fuel FCEBs in under 10 minutes, as per peer agency experience).</p> <ul style="list-style-type: none"> <li>Fueling, cleaning, maintenance, and other service cycle functions would require minimal changes for FCEBs.</li> <li>Operations and dispatching practices would need to consider FCE vans for demand response services. Vans would also need to be refueled at GCTD's main facility as opposed to current offsite third-party facility.</li> </ul> 	<p>sizes cannot cover longer blocks that require the larger BEB battery size.</p> <ul style="list-style-type: none"> <li>More service cycle changes under Fleet Concept A.</li> <li>Fewer changes to operations and dispatching for demand response services under Fleet Concept A as the demand response fleet remains unchanged under this option.</li> </ul>
Training and agency-wide adoption	<ul style="list-style-type: none"> <li>Requires training for operators, mechanics, scheduler, etc. for BEBs.</li> </ul> 	<ul style="list-style-type: none"> <li>Requires training for operators, mechanics, schedulers, etc. for FCEBs (which is more closely related to current CNG vehicles) for fixed route and demand response.</li> </ul> 	<ul style="list-style-type: none"> <li>Fleet Concept B utilizes technology more closely related to current CNG vehicles.</li> <li>Fleet Concept B requires training for both fixed-route and demand responses service operators.</li> </ul>
Technology availability/OEMs/procurement	<ul style="list-style-type: none"> <li>More BEB OEMs at present.</li> <li>Procurement could require several procurement contracts/processes depending on the number of variants of BEBs.</li> <li>Requires several sets of spare parts, tools, etc. for the different BEBs.</li> </ul> 	<ul style="list-style-type: none"> <li>Fewer FCEB OEMs at present</li> <li>Procurement would require different procurement contracts/processes for fixed-route and demand response vehicles.</li> <li>Requires set of spare parts, tools, etc. at fixed route facility and demand response facility.</li> </ul> 	<ul style="list-style-type: none"> <li>Fleet Concept B relies on FCEBs, and there are fewer OEMs available than for BEBs.</li> <li>Both fleet concepts would require tools, spare parts, and other inventory complexities.</li> <li>Procurement could also be complex for both fleet concepts since multiple variants are required in both fleet concepts.</li> </ul>









## ENERGY MODELING AND PREFERRED FLEET CONCEPTS

Trade-off/criteria	Fleet Concept A (All BE)	Fleet Concept B (All FCE)	Notes/comments
<b>Depot infrastructure</b>	<ul style="list-style-type: none"> <li>Requires major electrical upgrades.</li> <li>Requires large physical footprint for installation of chargers and dispensers to charge entire fleet.</li> <li>Requires changes to maintenance bays and tooling for BEB technology.</li> <li>Equipment distributed throughout the yard could alter the current parking configuration and vehicle flow in the garage.</li> </ul> <p>★★★</p>	<ul style="list-style-type: none"> <li>Requires minimal electrical upgrades.</li> <li>Requires new hydrogen fueling infrastructure (similar to current CNG fueling infrastructure).</li> <li>Requires changes to maintenance bays and tooling for FCE technology.</li> <li>Location of current CNG equipment can potentially be the same location for hydrogen equipment once CNG equipment is decommissioned.</li> <li>Temporarily requires more footprint during transition time where both CNG and hydrogen fueling infrastructure are operating.</li> </ul> <p>★★★</p>	<ul style="list-style-type: none"> <li>Infrastructure modifications under Fleet Concept B have a smaller physical footprint than A and do not require major electrical upgrades.</li> </ul>
<b>Other infrastructure</b>	<ul style="list-style-type: none"> <li>Requires coordination with SCE and significant capital investment for grid connection upgrade.</li> </ul> <p>★★★</p>	<ul style="list-style-type: none"> <li>Requires minimal coordination with SCE; similar to business as usual.</li> <li>Required minimal upgrades to electrical infrastructure.</li> </ul> <p>★★★</p>	<ul style="list-style-type: none"> <li>Fleet Concept B requires no grid upgrade to support power demand for hydrogen refueling even during transition period and combined operation of CNG and FCE vehicles.</li> <li>Fleet Concept B does not require increased coordination with SCE.</li> </ul>
<b>Agency-specific considerations</b>	See notes – comparable in both scenarios		<p>GCTD faces similar service area-specific considerations under each fleet concept:</p> <ul style="list-style-type: none"> <li>Lack of county sales tax presents funding challenges.</li> <li>Potential to collaborate with the Port, which is also facing a CARB mandate and has more funding.</li> <li>Consideration for collaboration with regional transit partners on a ZE strategy.</li> <li>Interest in potentially leveraging current CNG fueling station to generate revenue in the future (public fueling station, municipal vehicles, etc.).</li> </ul>
<b>Cost of ownership (CO)</b>	<ul style="list-style-type: none"> <li>Estimated CO – \$3.47 per mile (per bus) through 2040.</li> <li>Procuring BE demand-response vehicles will likely increase the price per mile linearly</li> </ul>	<ul style="list-style-type: none"> <li>Estimated CO at \$3.94 per mile (per bus) through 2040.</li> <li>Hydrogen infrastructure becomes comparable to BEBs in cost with unit</li> </ul>	<ul style="list-style-type: none"> <li>Preliminary calculations of the CO include capital investment for infrastructure and bus acquisition, operational considerations like maintenance and fuel cost, and midlife</li> </ul>



## ENERGY MODELING AND PREFERRED FLEET CONCEPTS

Trade-off/criteria	Fleet Concept A (All BE)	Fleet Concept B (All FCE)	Notes/comments
		<p>discount for large purchases. Therefore, procuring FCE demand-response vehicles will further reduce the CO per mile for the entire fleet.</p> 	<p>battery or fuel cell replacement (See Appendix D – Cost of Ownership for cost inputs).</p> <ul style="list-style-type: none"> <li>Overall CO for Concept B is 12% greater than for Concept A. However, the difference in the capital cost is only 6% greater than for Concept A.</li> <li>Adoption a FCE fleet (Concept B) of demand response vehicles will drive down the unit cost of the fleet compared to a BE fleet (Concept A), since additional BE vehicles will require additional infrastructure (chargers, electrical capacity, etc.) while additional FCE vehicles will not.</li> </ul>
Other	<ul style="list-style-type: none"> <li>Heavy investment in power resiliency to support operations in case of outages.</li> <li>Requires diesel or CNG generator for BEB charging infrastructure.</li> <li>Deviations from modeled fuel efficiency of BEBs can be disruptive and could represent adding additional buses to complete service.</li> <li>Per-bus effort and cost increases as fleet size increases (scalability).</li> </ul> 	<ul style="list-style-type: none"> <li>Power resiliency requires diesel or CNG generator for FCEB fueling infrastructure.</li> <li>Deviations from modeled fuel efficiency of FCEBs can be mitigated by additional refueling during the day (quicker and less disruptive to operations than midday charging).</li> <li>Per-bus effort and cost decreases as fleet size increases (scalability).</li> </ul> 	<ul style="list-style-type: none"> <li>Deviations from modeled fuel efficiency can be mitigated more easily for FCEBs than BEBs (shorter time required for refueling).</li> <li>Fleet Concept B can provide more resiliency than Fleet Concept A.</li> <li>More of the total fleet can be transitioned to ZE in Fleet Concept B compared with Fleet Concept A.</li> </ul>
Overall best fit for GCTD			



## 6.0 FLEET RECOMMENDATIONS

The recommendations that follow are based on the outlook of the ZEB market as it is today, as it is difficult to account for the rapid evolution of technologies. CARB acknowledges that the ICT ZEB rollout plan submitted by every agency is a living document intended as a guideline or framework for ZEB adoption, and not a set-in-stone approach. Based on these considerations, Stantec recommends **Fleet Concept B** for GCTD.

Nonetheless, early in adoption, GCTD could procure up to 5 BEBs without incurring significant investments in electrical infrastructure; put another way, the current facility's electrical infrastructure could support the deployment of up to 5 BEBs. Furthermore, early adoption of demand response vehicles may also include a limited number of BE vehicles as long as range limitations are accounted for in dispatching and scheduling. **CARB treats ZEB Rollout Plans as living documents that can be amended over time to reflect technology evolution and changes agency needs.**

### 6.1 RECOMMENDATIONS FOR FIXED-ROUTE FLEET

For GCTD's fixed route services, Stantec recommends a 100% FCEB fleet, specifically:

- 17 35-ft FCEBs with 35 kg tanks for routes/blocks that require smaller, 35-ft vehicles
- 44 40-ft FCEBs with 37.5 kg tanks for all other routes/blocks

With the exception of continuing to assign 35-ft vehicles where needed for turning radii purposes, GCTD can schedule and dispatch FCEBs with the current flexibility they see now under CNG operations. No changes to current block practices are required to implement FCEBs and they can replace CNGs on a 1:1 basis.

### 6.2 RECOMMENDATIONS FOR DEMAND-RESPONSE FLEET

For GCTD's demand response services, Stantec recommends FCE vans and applying for a CARB exemption for cutaways, as current ZE technology options are too limited to operate the daily service required from cutaways. Specifically:

- 18 vans with 13 kg tanks
- Apply for a CARB exemption and continue to operate fleet of CNG cutaways

GCTD should continue to monitor the market and can adjust its strategy if a hydrogen cutaway becomes available that has a range large enough to complete current cutaway service. Maintaining a portion of the fleet as CNG vehicles would also mean that GCTD will need to maintain its onsite CNG fueling infrastructure or find an offsite CNG fueling facility.



## 7.0 SUMMARY AND NEXT STEPS

Presented in this report is the methodology used to develop different ZEB fleet scenarios to fit GCTD's service design and delivery, along with initial fleet concepts and a review of the trade-offs of each concept. After assessing each fleet concept and understanding the benefits and constraints of each by examining factors such as cost of ownership, facility impacts and fueling considerations, training considerations, and operational considerations, it is the professional recommendation of Stantec to proceed with Fleet Concept B—a fleet of hydrogen FCEBs and vehicles.

Following selection and approval of a preferred fleet concept by the GCTD Board of Directors, Stantec will move forward to the next stage of the ZEB rollout plan process, which includes developing the Rollout Plan for submittal to CARB and detailing the needs of the preferred fleet concept, including:

- Required facility and infrastructure modifications
- A phased fleet transition schedule to achieve a 100% ZE fleet by 2040
- Identifying staffing needs and changes and workforce training requirements
- Identifying potential funding sources
- Completing a financial analysis to understand the financial implications of the ZEB transition
- Developing the final rollout plan and implementation strategy



## APPENDIX A – DRIVING CYCLE ASSIGNMENTS

**Categorization of service routes to representative driving cycles**

Route	Assigned Cycle
1B	OCTA
1Bx	OCTA
3	OCTA
3x	OCTA
4A	OCTA
4B	OCTA
5	OCTA
6	OCTA
7	Arterial
8	OCTA
9	OCTA
11	Arterial
16	UDDS
17	OCTA
18A	OCTA
18C	UCI
18E	OCTA
18F	OCTA
18G	OCTA
19	Arterial
20	OCTA
20x	OCTA
21	Arterial
22	OCTA





## APPENDIX B – PASSENGER LOAD DATA FOR FIXED ROUTE MODELING INPUTS

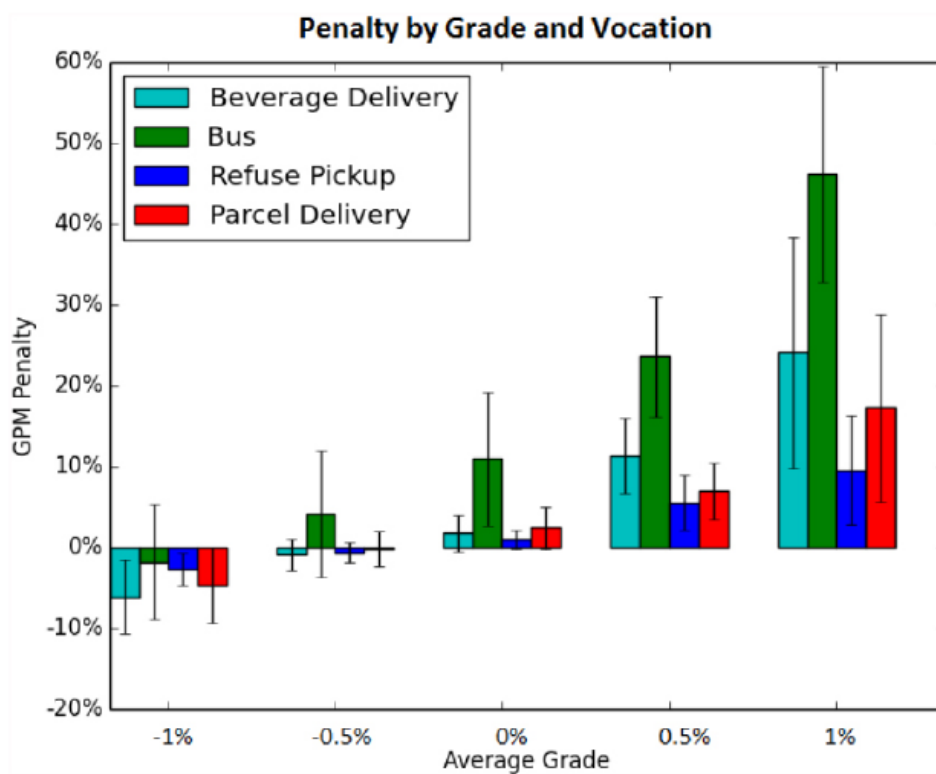
**Modeled passenger loads by route**

Route	Passenger load to model
1B	90%
3	70%
4A	50%
4B	75%
5	50%
6	90%
7	50%
8	75%
9	50%
11	75%
16	75%
17	75%
18A	85%
18C	85%
18E	85%
18F	85%
18G	85%
19	50%
20	50%
21	75%
22	50%



## APPENDIX C – TOPOGRAPHY IMPACTS – CORRELATION BETWEEN AVERAGE GRADE AND FUEL EFFICIENCY

Figure 25 and Figure 26 show the correlations between average grade and fuel efficiency. Data to construct the correlations was collected from real world operations of different vehicle types at various terrain grades. Figure 25 shows the average grade observed during the data collection process and Figure 26 presents the root mean square (RMS) of the encountered grades. The RMS was used to calibrate the available road grade database with the GPS data collected from each trip. A combination of these two correlation effects was used to determine the elevation penalty for each route. These factors were used to develop fuel efficiency estimates presented in Section 3.1.5.



**Figure 25: Correlation of average grade and fuel efficiency penalty on different types of vehicles**



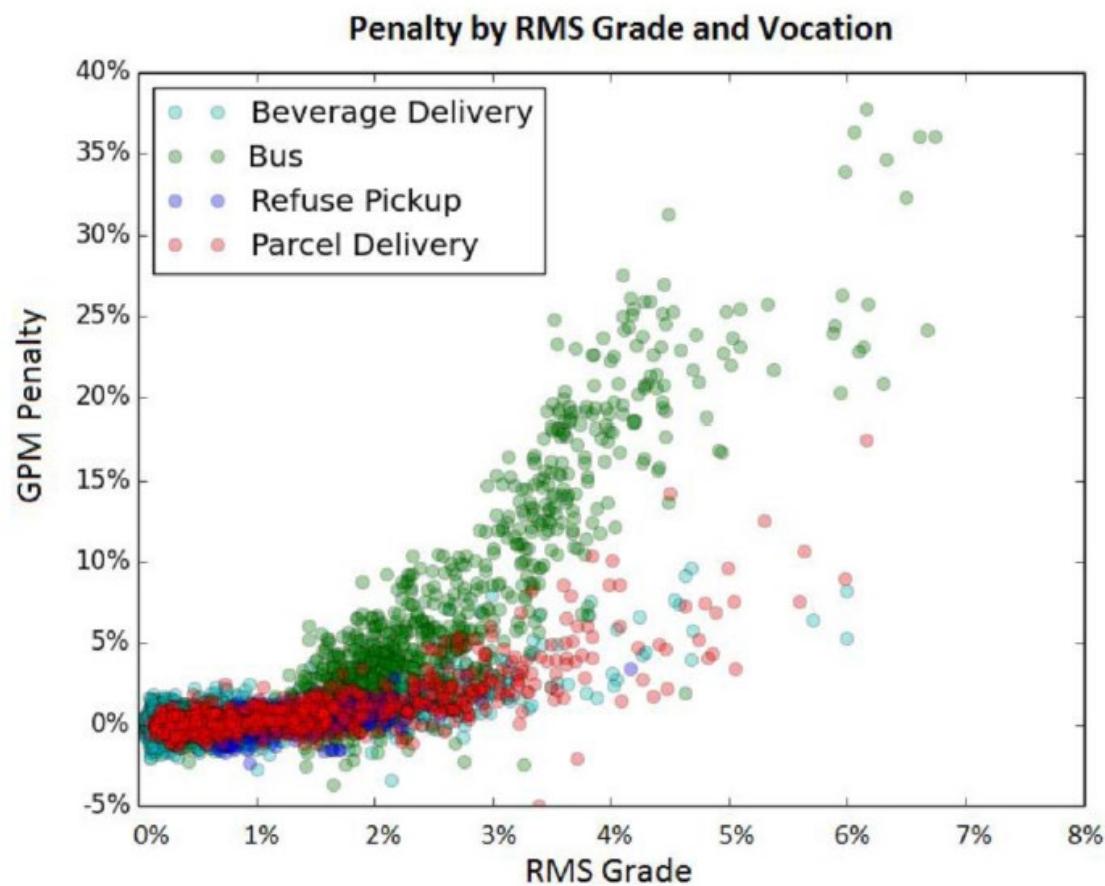


Figure 26: Correlation of RMS grade and fuel efficiency penalty on different types of vehicles<sup>19</sup>

<sup>19</sup> Lopp, S., Wood, E., and Duran, A., "Evaluating the Impact of Road Grade on Simulated Commercial Vehicle Fuel Economy Using Real-World Drive Cycles," SAE Technical Paper 2015-01-2739, 2015.



## APPENDIX D – COST OF OWNERSHIP INPUTS

Summary of Cost Inputs for CO Calculations

Cost categories	Description	Inputs for BEBs	Inputs for FCEB	Source
1. Fuel cost	Prices in \$/kWh and \$/kg for every year between 2022 and 2040	Initial energy cost of \$0.141 per kWh based on utility costs for similar agencies in the region	Initial hydrogen cost of \$8/kg based on current prices to transit agencies with cost projections to be decline down to \$4/kg by 2030 up to 2040	EIA projections past 2022 for electricity.
2. Bus purchase price	Bus purchase price adjusted by year between 2022 and 2040 including extended warranty cost	\$874,000 for 40-ft BEBs \$864,000 for 35-ft	\$1,027,900 for 40-ft FCEBs \$976,500 for 35-ft FCEBs	Based on CalDGS Contract for ZEBs (Proterra and NFI)
3. Bus maintenance cost	Considers labor and parts for scheduled and unscheduled maintenance	\$0.22 per mile with a 3% yearly escalation	\$0.47 per mile with a 3% yearly escalation	Based on NREL maintenance reports and 3% expected cost increases per year
4. Electrical infrastructure upgrades	Includes transformers and control systems paid by the transit agency.	\$258,800 for transformer and control system	No electrical upgrades required for the hydrogen station	Equipment data obtained from manufacturer estimates. Does not include incentives like the SCE Charge and Ready Program and assumes no upgrades to substations.
5. Battery and fuel cell power plant (FCPP) replacement	Replacement of batteries after expiration of extended warranty coverage (past 500,000 miles)	Battery: \$290 per kWh in 2030 with a cost projection reduction following literature estimates	Battery: \$290 per kWh in 2030 Fuel Cell: \$34,000 in 2030 for 85-100 kW systems	Literature review
6. Infrastructure Cost				
6.1. Equipment	\$109,833 per 125-kW depot charger with two dispensers	\$5,250,000 for hydrogen with two refueling lanes and two pumps (delivered liquid hydrogen)		Stantec database created via interviews with several OEMs.
6.2. Installation	\$60,000 per depot charger			







Item #10

**DATE** February 2, 2022

**TO** GCTD, Board of Directors

**FROM** Matt Miller, Planning Manager *MM*  
Margaret Schoep, Paratransit & Special Projects Manager *Margaret Schoep*

**SUBJECT** Fixed-Route & ACCESS Services Quarterly Update – 2<sup>nd</sup> Quarter FY 2021-22

## I. EXECUTIVE SUMMARY

This quarterly report covers the 2<sup>nd</sup> Quarter (October 1 through December 31) of Fiscal Year 2021-22. This report includes a summary of performance and operating statistics for both fixed-route and GO ACCESS services.

## II. BACKGROUND

The table below shows that ridership for the 2<sup>nd</sup> quarter of FY 2021-22, has increased 10% over the 2<sup>nd</sup> quarter of last year. The ridership increase is expected, and we believe we'll continue to see small increases in ridership each quarter as long as the community is able to take advantage of economic, educational and personal opportunities without fear of contracting COVID-19.

**2<sup>nd</sup> Quarter FY 21-22  
Systemwide Ridership & Performance**

	2 <sup>nd</sup> Qtr FY 2021-22	2 <sup>nd</sup> Qtr FY 2020-21	Difference	% Change
<b>Fixed-Route Ridership</b>				
Total System Boardings	529,349	480,685	48,664	10%
Average Daily Passengers Weekdays	6,415	5,601	844	15%
Average Daily Passengers Saturdays	4,645	4,837	-192	-4%
Average Daily Passengers Sundays	4,354	4,533	-179	-4%
Wheelchair Boardings	5,831	5,947	-116	-2%
Bicycle Boardings	14,781	19,321	-4,540	-23%
<b>Performance Measures</b>				
Passengers Per Revenue Hour	11	11	0	0%
Fare Revenue Per Service Hour	\$6.79	\$0.00	\$6.79	
Total Fare Revenue	\$327,169	\$0.00	\$327,169	
On-Time Performance	84%	89%	Goal > 90%	
% Systemwide Boarding as Free Transfers	21%	0%	Goal < 20%	

**GOLD COAST TRANSIT DISTRICT**

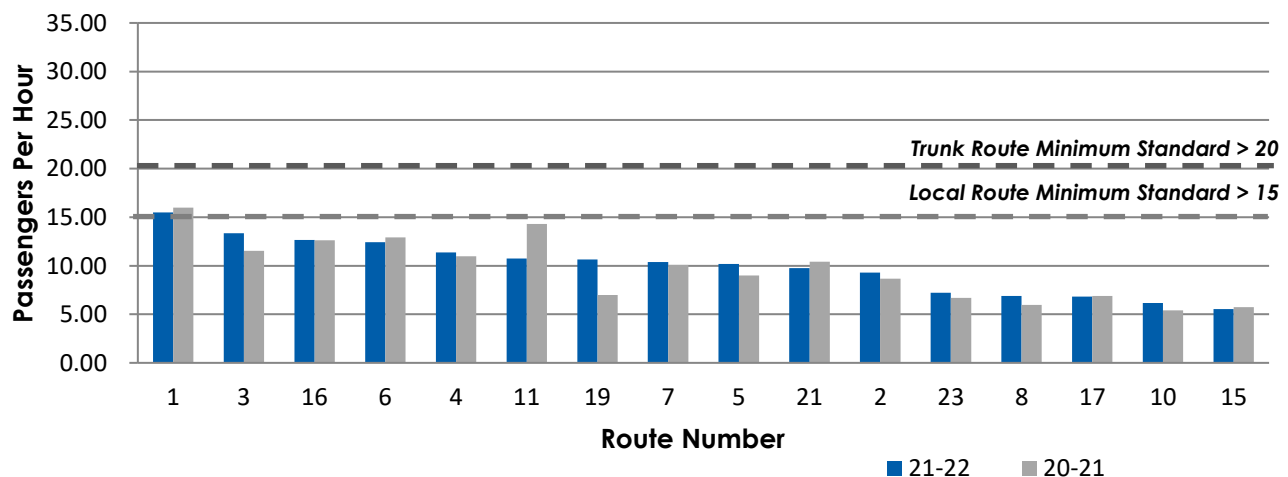
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1901 AUTO CENTER DRIVE, OXNARD, CA 93036-7966 | P 805.483.3959 | F 805.487.0925 | GCTD.ORG

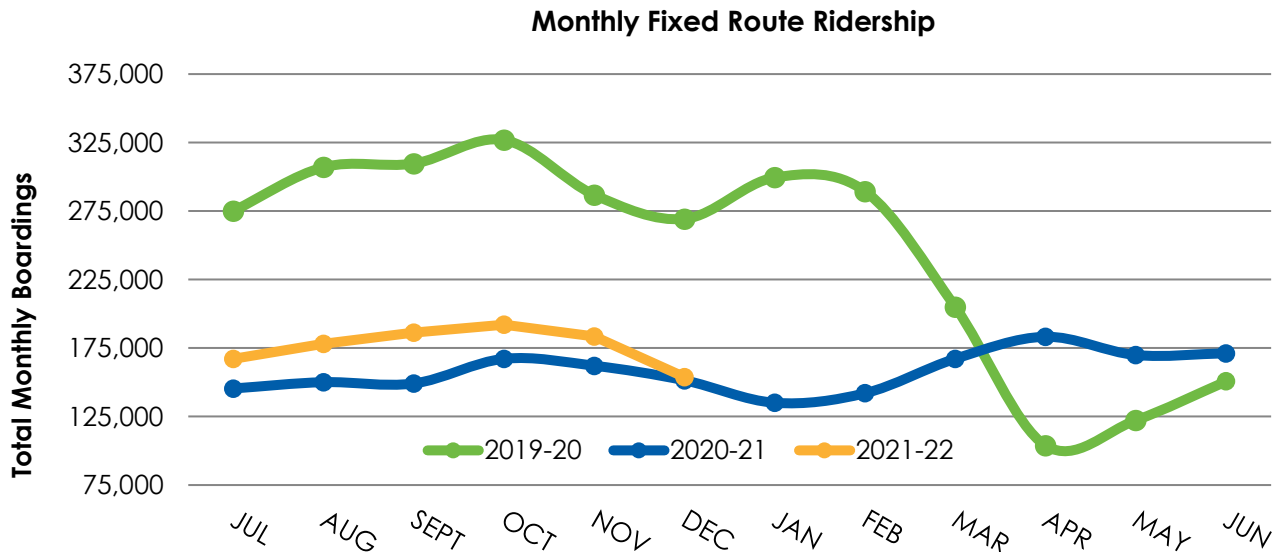
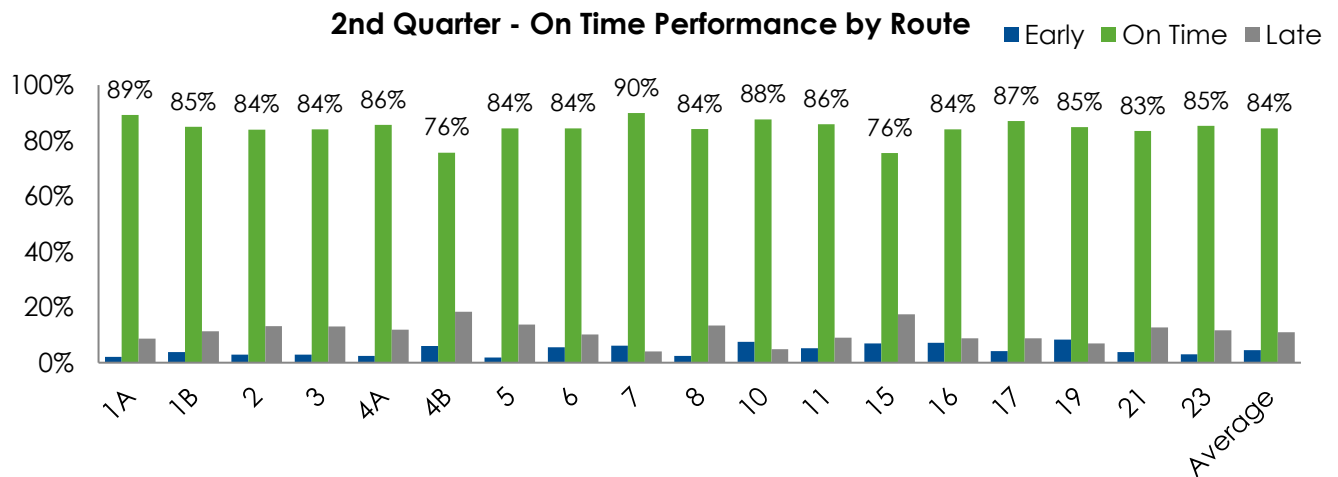
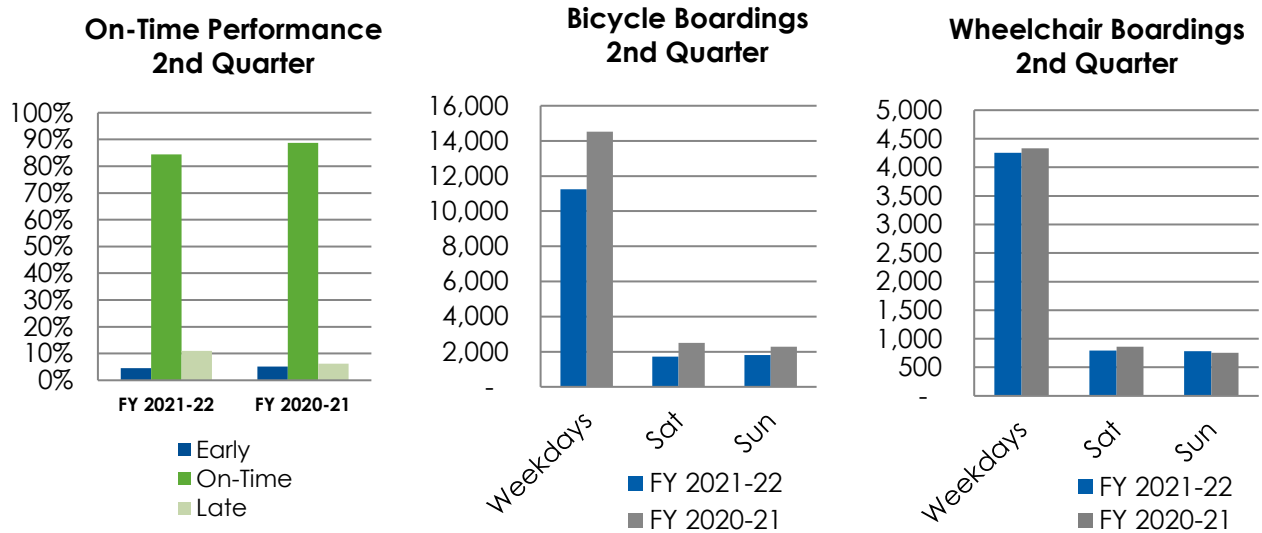
### 2<sup>nd</sup> Quarter FY 21-22 Ridership by Route

Route	Route Name	2 <sup>nd</sup> Quarter FY 2021-22 Unlinked Passengers	2 <sup>nd</sup> Quarter FY 2020-21 Unlinked Passengers	Change	% Change
1	Port Hueneme - Oxnard Transit Center	81,776	82,074	(298)	0%
2	Colonia - Downtown Oxnard	10,994	10,280	714	7%
3	J St - Centerpoint Mall - Lemonwood	21,778	18,801	2,977	16%
4	North Oxnard - Ventura Rd - St. John's	46,429	40,568	5,861	14%
5	Hemlock - Seabridge - Wooley	12,254	11,205	1,049	9%
6	Oxnard - Ventura - Main St	137,560	129,512	8,048	6%
7	Oxnard College - Centerpoint Mall	11,758	11,430	328	3%
8	OTC- Oxnard College - Centerpoint Mall	13,464	11,588	1,876	16%
10	Pacific View Mall - Telegraph - Saticoy	10,427	9,675	752	8%
11	Pacific View Mall - Telephone - Wells	33,597	35,666	(2,069)	-6%
15	Esplanade - El Rio - St. John's	9,486	10,280	(794)	-8%
16	Downtown Ojai - Pacific View Mall	43,464	40,763	2,701	7%
17	Esplanade - Oxnard College	17,776	15,495	2,281	15%
18	High School Trippers	7,838	Service Suspended	7,838	---
19	OTC- 5th St - Airport - Gonzales Rd	9,614	6,241	3,373	54%
21	Port Hueneme - Ventura - Victoria Ave	40,638	32,424	8,214	25%
23*	Oxnard College - NBVC - Esplanade	20,495	14,683	5,812	28%
<b>TOTAL GCTD SYSTEM</b>		<b>529,349</b>	<b>480,685</b>	<b>48,664</b>	<b>10%</b>

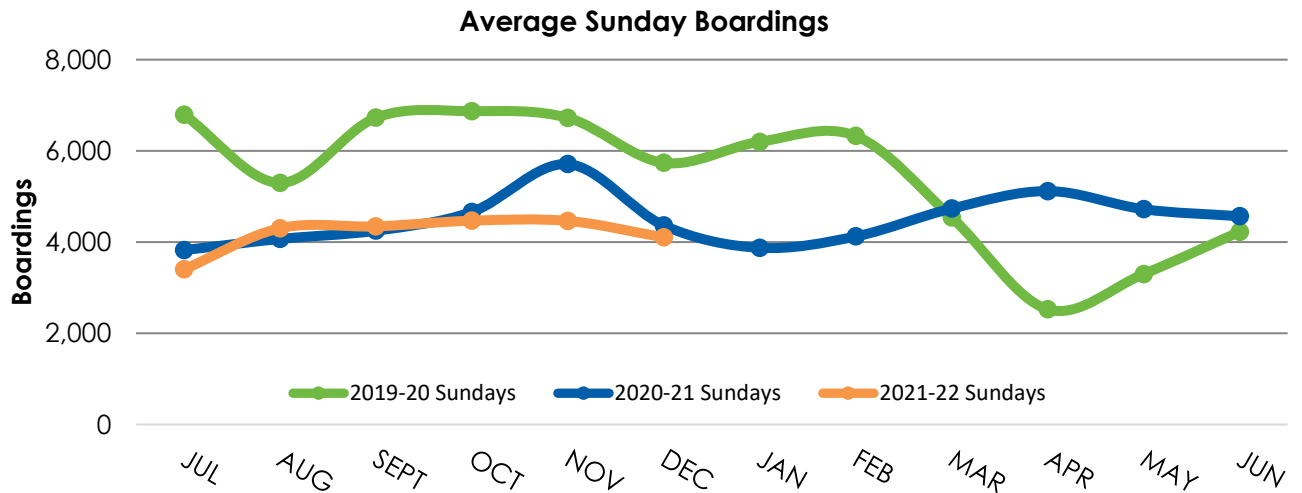
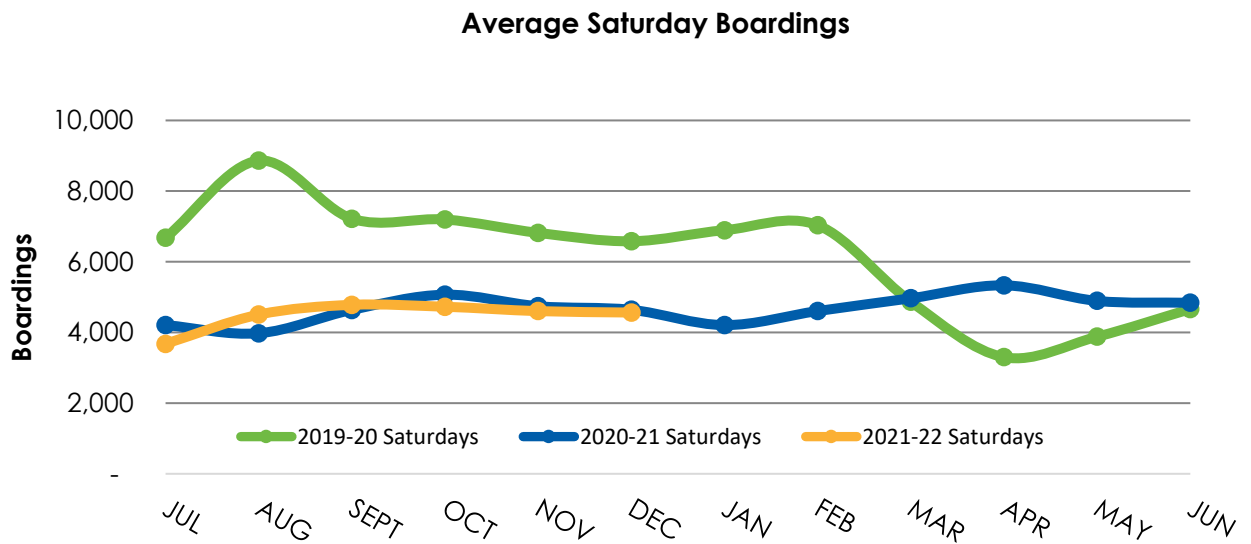
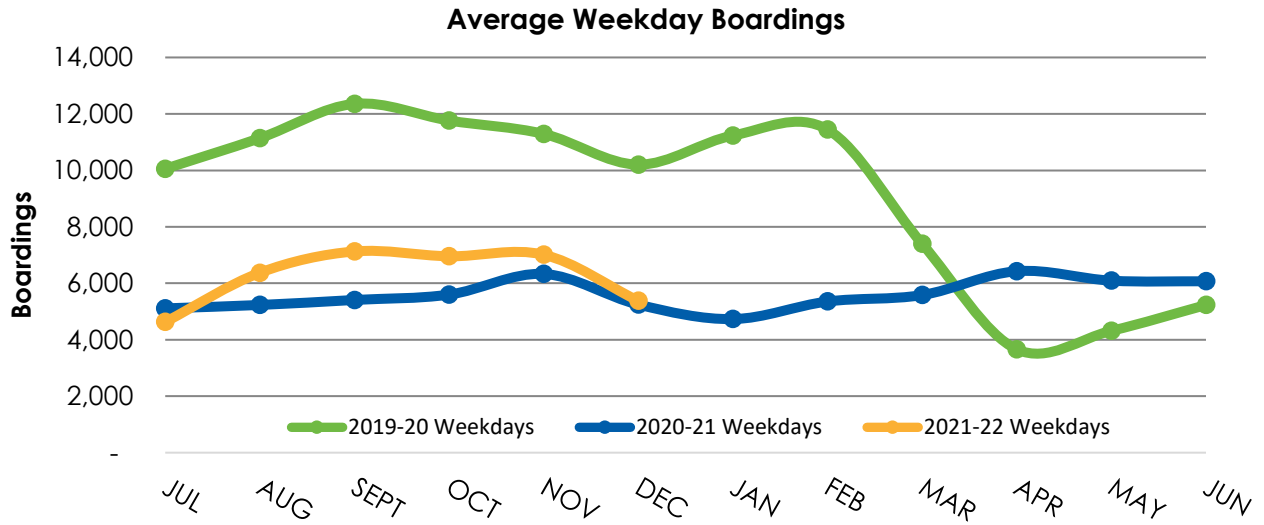
\*Route 23 is a new service implemented on July 26, 2020.

### 2<sup>nd</sup> Quarter FY 21-22 Passengers Per Revenue Hour (All Periods)









**2<sup>nd</sup> Quarter  
Complaints & Commendations by Type**

<i>Type</i>	<i>Issue</i>	<i>FY21-22 2<sup>nd</sup> Quarter</i>	<i>FY20-21 2<sup>nd</sup> Quarter</i>	<i>FY21-22 YTD</i>
Scheduling	On-Time Performance	8	2	21
Operations	Operator Conduct	34	22	53
	Driving Complaints	14	4	22
	Passed by	8	9	16
	Commendations	5	5	17
	Bus Stop Issues	1	0	3
Other	Other*	10	3	27
Totals		<b>80</b>	<b>45</b>	<b>161</b>

\*Fare disputes, disturbances, bus did not show, route protest or system issues

### III. FIXED-ROUTE SERVICE SUMMARY

Overall, fixed route ridership was 529,249 – about +10% compared to 2<sup>nd</sup> quarter last year – but still about 353,651 boardings (40%) lower than before the pandemic started. Although ridership is lower than historical averages, Staff is optimistic that a slow recovery of transit ridership will occur in the coming years. Planning staff will continue to focus on the tactics and strategies that increase ridership and are within the agency's control like improving bus stops and route schedules, increasing service frequency and decreasing travel time where possible.

In the second quarter, Planning conducted and finished a passenger survey that was designed to check in on how our riders are using the system, where they're having difficulty traveling to, what they value and how July 2021 service improvements are working for them. An analysis of the results is forthcoming. Additionally, staff has been participating in regional and local planning studies like SCAG's Dedicated Regional Transit Lanes Study and the City of Oxnard's Sustainable Transportation Plan.

Lastly, Planning staff is developing a scope of work for of an in-depth operational analysis and five-year plan to improve service quality, frequency and effectiveness. Staff's goal is to use this plan as a roadmap for improvements in the next five years as we come out of the COVID-19 pandemic. The plan will recommend ways to increase ridership by improving the transit system in ways that make it faster, more convenient and attractive.

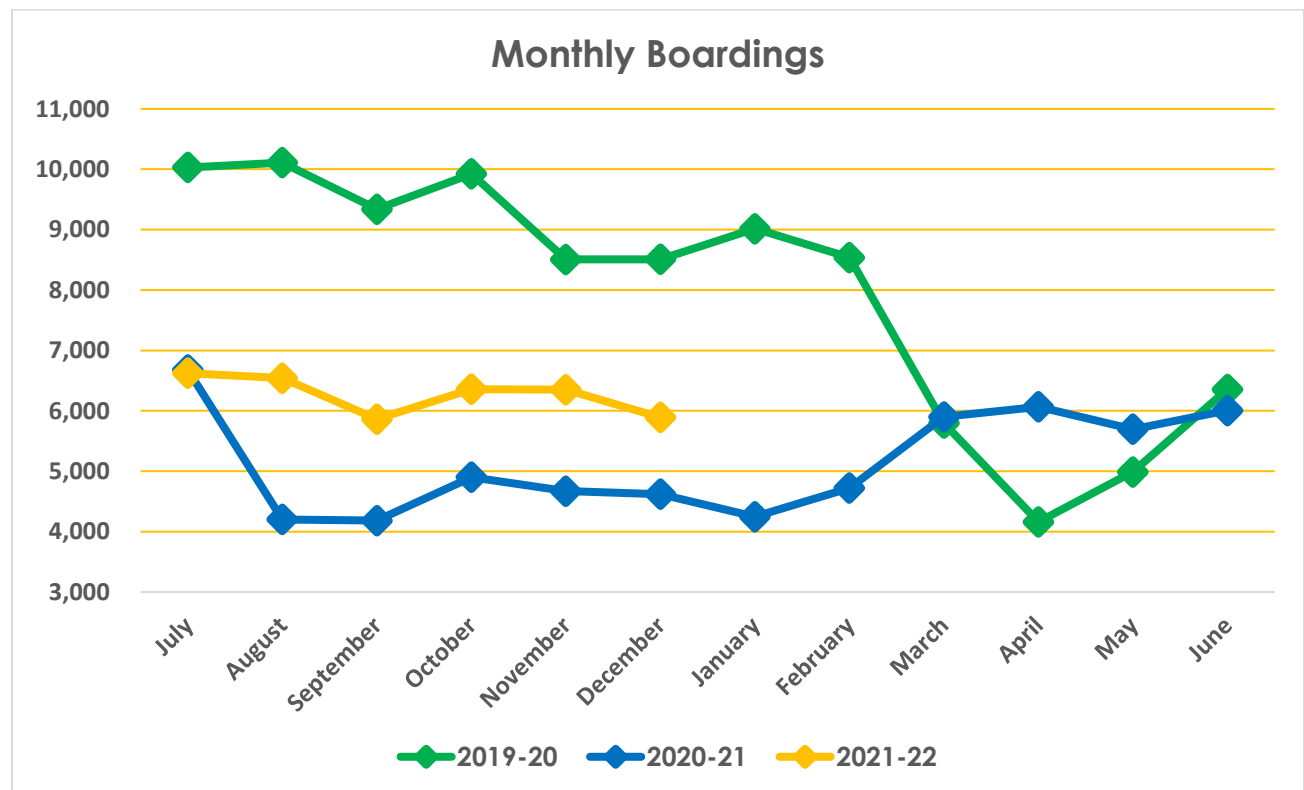
#### IV. ACCESS OPERATIONS

GO ACCESS is the federally mandated ADA complementary paratransit program of Gold Coast Transit District. GO ACCESS also provides service to seniors, 65 years of age and older. The program helps passengers preserve their independence through this advanced demand transportation to services essential to protecting their quality of life.

#### V. ACCESS OPERATIONS

##### 2nd Quarter FY 2021-22 GO ACCESS Ridership & Performance

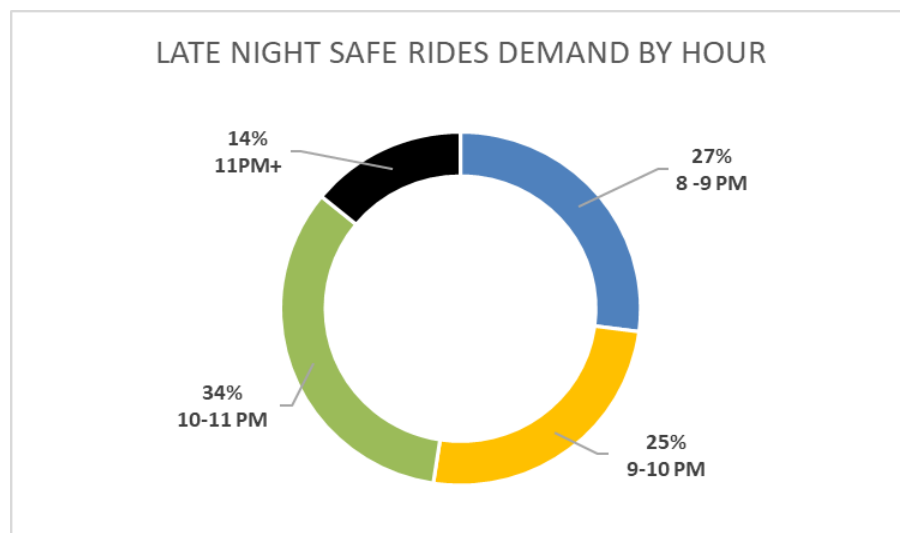
<b>Flexible Services Ridership</b>	<b>2nd Qtr FY 2021-22</b>	<b>2nd Qtr FY 2020-21</b>	<b>Difference</b>	<b>% Change</b>
ACCESS Senior/Disabled Transportation	17,150	14,192	2,958	21%
Late Night Safe Rides General Public Service	1,468	0	1,468	100%
Total System Boardings	18,618	14,192	4,426	31%
Average Daily Passengers Weekdays	243	193	50	26%
Average Daily Passengers Saturdays	119	87	32	37%
Average Daily Passengers Sundays	106	51	55	108%
<b>Performance Measures</b>	<b>2nd Qtr FY 2021-22</b>	<b>2nd Qtr FY 2020-21</b>	<b>Difference</b>	<b>% Change</b>
Passengers Per Revenue Hour	2.23	1.97	0.26	13%
On Time Performance (Arrive within the window)	82%	94%	(12)	(13%)
Early (Before start of pick-up window)	4%	3%	1	33%
Late (After end of pick-up window)	14%	3%	11	367%



Type	Issue	2 <sup>nd</sup> Quarter Comments	2 <sup>nd</sup> Quarter Verified Comments	YTD 2021-22 Verified Comments
Scheduling	Travel Time	0	0	2
	Schedules	1	0	3
Operations	Driver	3	3	4
	Dispatch	0	0	0
Other	Reservations	1	0	1
	Policies	3	0	2
	Commendations	4	N/A	N/A
<b>Totals</b>		<b>12</b>	<b>3</b>	<b>12</b>

## VI. GO ACCESS - HIGHLIGHTS

GO ACCESS boardings increased 31% during the second quarter of FY2022. Trips on the demonstration Late Night Safe Rides (LNSR) service accounted for approximately a third of this increase. Demand for LNSR service appears to be spread throughout the service area, and no consistent daily travel patterns have developed. Demand for service peaks during the 10-11PM hour and requests for service after 11PM is growing. LNSR origin/destination data is pulled weekly to see if any stable travel patterns are emerging that can inform possible enhancements for fixed route services.



On Time Performance targets were not met during the second quarter of FY2022. The dual impacts of ongoing labor shortage paired with the resurgence of COVID exposures/infections was felt in the operations. Critical transportation to treatment including dialysis was maintained, and most late trips were provided within ten minutes of the original windows provided to customers.

## VII. RECOMMENDATION

**IT IS RECOMMENDED that the GCTD Board of Directors receive and file this report.**

This report is for information only.

General Manager's Concurrence

## 2nd Quarter FY 21-22: Service Evaluation Report

### RIDERSHIP MEASURE: Passengers Per Revenue Hour

Route #	Route Name	Service Type	Justification	Total Revenue Hours	Total Passengers	Passengers per Revenue Hour	Quartile
1	Port Hueneme - OTC	Trunk		5,283	81,776	15.5	1
3	Southside	Local		1,631	21,778	13.4	1
16	Ojai	Trunk		3,433	43,464	12.7	1
6	Oxnard - Ventura/Main St.	Trunk		11,070	137,560	12.4	1
4	North Oxnard	Local		4,083	46,429	11.4	2
11	Telephone Road - Saticoy	Trunk		3,130	33,597	10.7	2
19	Gonzales - OTC - Fifth	Local		905	9,614	10.6	2
7	South Oxnard	Local		1,133	11,758	10.4	2
5	Parkwest	Local		1,205	12,254	10.2	3
21	Port Hueneme - Ventura - Victoria Ave	Trunk		4,165	40,638	9.8	3
2	Colonia	Local		1,185	10,994	9.3	3
23	Oxnard College - Naval Base - Esplanade	Trunk		2,843	20,495	7.2	3
8	Oxnard College	Local		1,950	13,464	6.9	4
17	Esplanade - Oxnard College	Trunk		2,601	17,776	6.8	4
10	Telegraph Road - Saticoy	Trunk		1,697	10,427	6.1	4
15	El Rio - Northeast	Local		1,710	9,486	5.5	4

\*Route 23 is a CMAQ funded demonstration route that started in July 2020.

#### Excluded Routes

18	High School Trippers	Reason Excluded: booster service
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#### Systemwide Performance Target

		Passengers per Revenue Hour Target
Trunk	Routes that link 2 or more major or regional commercial and employment centers and travel on arterial roads or highways.	20
Local	Routes that connect residential areas to major commercial and employment centers and travel on both arterial and residential streets.	15

### ECONOMIC MEASURE: Subsidy Per Passenger

Route #	Total Passengers	Total Revenue Hours	Service Type	Systemwide Operating Cost Per Hour	Total Cost	Cost Per Passenger	Average Fare Per Passenger	Subsidy Per Passenger	Route Ranking	Quartile
1	81,776	5,283	Trunk	\$ 100.67	\$ 531,789	\$ 6.50	\$0.62	\$ 5.88	1	1
3	21,778	1,631	Local	\$ 100.67	\$ 164,142	\$ 7.54	\$0.64	\$ 6.90	2	1
16	43,464	3,433	Trunk	\$ 100.67	\$ 348,982	\$ 8.03	\$0.81	\$ 7.22	3	1
6	137,560	11,070	Local	\$ 100.67	\$ 1,114,417	\$ 8.10	\$0.63	\$ 7.48	4	1
4	46,429	4,083	Trunk	\$ 100.67	\$ 411,027	\$ 8.85	\$0.56	\$ 8.30	5	2
19	9,614	905	Local	\$ 100.67	\$ 91,106	\$ 9.48	\$0.68	\$ 8.79	6	2
11	33,597	3,130	Trunk	\$ 100.67	\$ 315,122	\$ 9.38	\$0.49	\$ 8.89	7	2
7	11,758	1,133	Trunk	\$ 100.67	\$ 114,009	\$ 9.70	\$0.58	\$ 9.11	8	2
5	12,254	1,205	Trunk	\$ 100.67	\$ 121,257	\$ 9.90	\$0.51	\$ 9.39	9	3
21	40,638	4,165	Trunk	\$ 100.67	\$ 419,291	\$ 10.32	\$0.59	\$ 9.73	10	3
2	10,994	1,185	Local	\$ 100.67	\$ 119,294	\$ 10.85	\$0.56	\$ 10.29	11	3
23	20,495	2,843	Local	\$ 100.67	\$ 286,205	\$ 13.96	\$0.54	\$ 13.42	12	3
8	13,464	1,950	Trunk	\$ 100.67	\$ 196,307	\$ 14.58	\$0.66	\$ 13.92	13	4
17	17,776	2,601	Local	\$ 100.67	\$ 261,885	\$ 14.73	\$0.61	\$ 14.12	14	4
10	10,427	1,697	Local	\$ 100.67	\$ 170,787	\$ 16.38	\$0.62	\$ 15.76	15	4
15	9,486	1,710	Trunk	\$ 100.67	\$ 172,146	\$ 18.15	\$0.56	\$ 17.58	16	4

\*Route 23 is a CMAQ funded demonstration route that started in July 2020.

#### Excluded Routes

18	3,741	41	Tripper	\$ 100.67	\$ 4,127	\$ 1.10	\$ 0.955	\$ 0.15	Reason Excluded: booster service
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Item #11

**DATE** February 2, 2022  
**TO** GCTD Board of Directors  
**FROM** Vanessa Rauschenberger, Acting Assistant General Manager  
**SUBJECT** **Future Agenda Items**

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### **SUMMARY**

It is recommended that the Board of Directors provide input to staff on future agenda items that they would like staff to review and/or report on in a future meeting.

### **FUTURE AGENDA ITEMS**

Below are some of the future agenda items planned. To help staff prioritize timing of reports, staff seeks input on these items or other items that the Board is interested in discussing.

#### **Future Agenda Items**

- Zero Emissions Transition Planning
- Review of Bylaws, Goals & Objectives
- Budget for FY 2022-2023
- Discuss VCTC Transit Integration and Efficiency Study (TIES)
- Redevelopment of 301 Property
- *Other Items?*

#### **Future Routine Items**

- Monthly Financial Statements & Procurement Reports
- Monthly Operations & Maintenance Update
- Quarterly Fixed-Route & Paratransit Performance Reports
- Bi-Annual Service Plan & Outreach Updates
- Quarterly Human Resources & Staffing Updates

### **CONCLUSION**

It is recommended that the Board of Directors provide input to staff on future agenda items that they would like staff to review and/or report on in a future meeting.

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Steven P. Brown

### **GOLD COAST TRANSIT DISTRICT**