



AGENDA
REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, MARCH 1, 2023 – 10:00 AM.
GCTD ADMINISTRATIVE FACILITY
1901 AUTO CENTER DRIVE
OXNARD, CA 93036-7966
www.GoldCoastTransit.org

The meeting will be IN PERSON.
Hybrid / Remote Participation for the Public is available via ZOOM Webinar
<https://us02web.zoom.us/j/83964524412>

CALL TO ORDER

ROLL CALL

Chair – Matt LaVere, County of Ventura
Vice Chair – Mike Johnson, City of Ventura
Director – Rachel Lang, City of Ojai
Director – Bryan MacDonald, City of Oxnard
Director – Martha McQueen-Legohn, City of Port Hueneme

CEREMONIAL CALENDAR

- **Pledge of Allegiance**
- **Employee Recognition**
 - Geraldine Navarrete – Revenue Specialist – 15 Years

GENERAL PUBLIC COMMENT PERIOD

The GCTD Board of Directors will consider public comments 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

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

GOLD COAST TRANSIT DISTRICT

Gold Coast Transit District
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CONSENT AGENDA

1. [Consider Approval of Minutes of February 1, 2023, Board of Directors Meeting](#)
2. [Consider Approval of Expenditures for the Month of January 2023](#)
3. [Consider Approval of Financial Statements & Money Transfers - November 2022](#)
4. [Consider Approval of Annual Update to GCTD Personnel Rules – Alex Zaretsky, Director of Human Resources](#)
5. [Report of Contracts Awarded – Tanya Hawk, Buyer](#)

GENERAL MANAGER'S REPORT

6. [General Manager's Report – Vanessa Rauschenberger, General Manager](#)

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 of 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.

7. [Consider Approval of Providing Letter of Support to Center of Transportation and the Environment \(CTE\) for the ARCHES Program– James Beck, Director of Operations & Maintenance](#)
8. [Receive Presentation on Transit Integration and Efficiency Study \(TIES\) by Martin Erickson, Executive Director, Ventura County Transportation Commission – Vanessa Rauschenberger, General Manager](#)
9. [Consider Authorizing Staff to Hold Strategic Planning Workshop \(Special Meeting\) Wednesday - April 5th 2023 – Vanessa Rauschenberger, General Manager](#)

INFORMATIONAL ITEMS

10. [Receive Update Development of 301 East 3rd Street Property – Vanessa Rauschenberger, General Manager](#)
11. [Receive Monthly Operations & Maintenance Report - James Beck, Director of Operations & Maintenance](#)
12. [Future Agenda Items – Vanessa Rauschenberger](#)

CLOSED SESSION

13. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957**
Title: General Manager

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The next regular meeting of the GCTD Board of Directors will be held on **APRIL 5, 2023, at 9:00 AM at 1901 Auto Center Drive, Oxnard, CA 93036**. Copies of administrative reports relating to the Board agenda are available online at 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 adelgado@gctd.org 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.

EMPLOYEE RECOGNITIONS

March 2023





Geraldine Navarrete,

Revenue Specialist

15 Years Service Award



Geraldine Navarrete started at Gold Coast Transit District as a Customer Service Assistant in the Planning and Marketing Department at the Customer Service Center in March of 2008. She was promoted to Revenue Specialist in the Finance Department in March 2022.

“Working at Gold Coast Transit has enriched me with a broad perspective of how public transit serves our communities. I have grown immensely these past few years and look forward to what awaits. We have wonderful colleagues to collaborate with and share ideas. It’s a pleasure to represent the public and strive to provide great service to the communities we so proudly represent.”



Item #1

**MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING
WEDNESDAY, FEBRUARY 1, 2023 – 10:00 am.
THIS MEETING WAS HELD IN PERSON & VIA ZOOM (HYBRID)**

Call to Order

Vice-Chair Mike Johnson called the regular meeting of the Board of Directors of Gold Coast Transit District to order at 10:05 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

Chair – Matt LaVere, County of Ventura – Remote via zoom.
Vice Chair – Mike Johnson, City of Ventura
Director – Bryan MacDonald, City of Oxnard
Director – Alternate, Laura Hernandez
Director – Alternate, Leslie Rule

Staff Present

Vanessa Rauschenberger, General Manager
Steven DeBaun, General Counsel – Remote via zoom.
Angie Delgado, Clerk of the Board
Dawn Perkins, Director of Finance
James Beck, Director of Operations & Maintenance
Cynthia Torres Duque, Director of Planning & Marketing
Austin Novstrup, Planning Manager
Margaret Heath-Schoep, Paratransit & Special Projects Manager
Chiharu Endo-Lee, Operations Manager
Marlena Kohler, Purchasing Manager & DBE Officer
Tanya Hawk, Buyer
Veronica Navarro, Accounting Analyst
Matt De La Rosa, IT Technician

Ceremonial Calendar

Vice Chair Johnson led the pledge of allegiance.

Employee Recognition - Bus Operators 10 Years of Service

Jeremy Adams
Ramon Cadiz
Michael Pina
Claudia Thorp
Fred Torres

GOLD COAST TRANSIT DISTRICT

Director Hernandez congratulated employees and thanked them for their service.

Jeremy Adams thanked the board members for the recognition and stated he was grateful for the opportunity and his privilege to serve the community.

Vice-Chair Johnson thanked and expressed how great it feels to see five Operators receiving recognition for their ten years of service.

Director Rule congratulated employees and was thrilled, being it was her first meeting that operators were recognized and applauded for the beginning of the meeting.

Vice Chair expressed appreciation for the Operators as he rides the bus and has grown to know some of the Operators.

General Public Comment

Doug Overton spoke during the general public comment.

Board of Directors Reports

None

Consent Agenda

1. [Consider Approval of Minutes of December 7, 2022, Board of Directors Meeting](#)
2. [Consider Approval of Expenditures for the Months of October- December 2022](#)
3. [Consider Approval of Treasurer's Report for the Months of June-October 2022](#)
4. [Consider Approval of Financial Statements & Schedule of Money Transfers June-Oct 2022](#)
5. [Report of Contracts Awarded – Tanya Hawk, Buyer](#)
6. [Consider Approval of Extension of Contract with ECOLANE for Paratransit Scheduling Software – Marlena Kohler, Purchasing Manager & Margaret Heath-Schoep, Paratransit & Special Projects Manager](#)
7. [Consider Approval for Increase to Purchase Order with The Pun Group for Accounting Services – Marlena Kohler, Purchasing Manager](#)
8. [Consider Reconfirming Resolution 2021-09 Authorizing Virtual Board and Committee Meetings Pursuant to AB 361 - Vanessa Rauschenberger, General Manager](#)

Chair LaVere moved to approve Consent Agenda Items 1 through 8. Director MacDonald seconded the motion.

The motion passed unanimously.

GENERAL MANAGER'S REPORT

9. General Manager's Report – Vanessa Rauschenberger, General Manager

Ms. Rauschenberger welcomed GCTD's newest board members and the alternate board members who attended and stated she looks forward to working with them and getting to know their focus areas. Ms. Rauschenberger welcomed GCTD's Marketing Manager, Andrea Meza; Tyler Tejeda, formally a Mechanic, has become the Maintenance Supervisor, and Austin Novstrup, formally Transit Planner II, is now the Planning Manager. Ms. Rauschenberger recognized and thanked Margaret Heath-Schoep and GCTD's GO ACCESS team for providing transportation to the Storm Shelter in partnership with VCTC at the Ventura County Fairgrounds.

Director Hernandez thanked GCTD for the services provided during the storm. Ms. Hernandez was very pleased with the service GCTD provided and was very proud of what the County did during the storms.

Vice-Chair stated how proud he is of GCTD being part of the Emergency Response Control and continuing to provide service when desperately needed.

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 when the presiding officer has called the agenda item and after the staff report has been given. Each speaker is limited to three (3) minutes of comment on all agenda items. Public members must submit their request by email to the Clerk of the Board before 9 am on the day of the Board Meeting.

THERE WERE NO COMMENTS

10. Authorize General Manager Sign MOU with the County of Ventura for IT Services – Vanessa Rauschenberger, General Manager

Ms. Rauschenberger requested the board to authorize General Manager to sign MOU with the County of Ventura for IT Services. The position is to fulfill GCTD's IT management needs, help provide greater security and backup for IT systems, and assist with IT project management. In addition, with the partnership, GCTD would continue utilizing onsite skilled IT technician to provide day-to-day IT Support.

Director Hernandez moved to approve Authorize General Manager Sign MOU with the County of Ventura for IT Services. Director Rule seconded the motion.

RECOMMENDATION

Consider authorizing General Manager to sign a Memorandum of Understanding (MOU) with the County of Ventura for IT Services.

The motion passed unanimously.

11. Consider Approval of Contract Award to Center for Transportation and The Environment, Inc (CTE) for Hydrogen Fuel Station Consulting Services – Marlena Kohler, Purchasing Manager & Jim Beck, Director of Operations & Maintenance

Ms. Kohler and Mr. Beck presented the board with a presentation requesting Approval of Contract Award to the Center for Transportation and The Environment, Inc. (CTE) for Hydrogen Fuel Station Consulting Services.

Ms. Hernandez congratulated staff on the project being one step closer to bringing the County to lower emissions countywide.

Vice-Chair stated he appreciated the hard work and thanked Ms. Kohler and Mr. Beck for their presentation.

RECOMMENDATION

It is recommended that the Board of Directors authorize General Manager to execute an agreement with the Center for Transportation and The Environment, Inc (CTE) for the Hydrogen Fuel Station Project in the amount of \$564,000.

Director MacDonald moved to approve Consider Approval of Contract Award to Center for Transportation and The Environment, Inc (CTE) for Hydrogen Fuel Station Consulting Services. Director Hernandez seconded the motion.

The motion passed unanimously.

12. Consider Approval of Contract Award to Transportation Management & Design, Inc for Short Range Transit Plan Consulting Services – Marlena Kohler, Purchasing Manager & Cynthia Torres Duque, Director of Planning & Marketing

Ms. Kohler stated that the competitive bid process for Short Range Transit Plan (SRTP) consulting services began with the issuance of Request for Proposal (RFP) 22-06 on July 22, 2022. The RFP aimed to identify and select a qualified firm to develop a Short-Range Transit Plan for GCTD. The RFP was publicized on GCTDs and Public Purchase websites. Three (3) proposals were received, and all proposals were considered responsive. An evaluation team independently evaluated, interviewed, and scored each proposal. At the conclusion of the evaluation process, Transportation Management & Design (TM&D) received the highest score overall.

RECOMMENDATION

It is recommended that the Board of Directors authorize General Manager to execute an agreement with Transportation Management & Design Inc. for Short Range Transit Plan Consulting Services in the amount of \$219,760.

Director Hernandez moved to approve Consider Approval of Contract Award to Transportation Management & Design, Inc for Short Range Transit Plan Consulting Services. Director MacDonald seconded the motion.

The motion passed unanimously.

INFORMATIONAL ITEMS

13. Fixed-Route & Flexible Services Quarterly Update – 2nd Quarter FY 2022-23 – Austin Novstrup, Planning Manager, Margaret Heath-Schoep, Paratransit & Special Projects Manager

The report was received and filed.

14. Receive and File Operations & Maintenance Update – Jim Beck, Director of Operations & Maintenance

The report was received and filed.

15. Future Agenda Items – Vanessa Rauschenberger, General Manager

The report was received and filed.

CLOSED SESSION

NONE

There being no further business, Chair MacDonald adjourned the Board of Directors meeting at 11:40 am.

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

Vanessa Rauschenberger
Secretary of the Board of Directors

Chair Matt LaVere
Board of Directors

Unless otherwise determined by the Board of Directors, the GCTD Board of Directors' next meeting will be **March 1, 2023, at 10:00 am**. Copies of administrative reports relating to the Board agenda are available online at www.gctd.org or from the Clerk of the Board, Gold Coast Transit District, 1901 Auto Center Drive, Oxnard, CA 93036.



Item #2

DATE March 1, 2023

TO GCTD Board of Directors

FROM Dawn Perkins, Director of Finance *dlp*

SUBJECT **Consider the Approval of Expenditures for the Month of January 2023.**

Attached is a list of expenditures for the month of January 2023 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 – January 2023

GENERAL MANAGER'S CONCURRENCE

A handwritten signature in black ink, reading 'Vanessa Rauschenberger', is written over a horizontal line.

Vanessa Rauschenberger
General Manager

GOLD COAST TRANSIT DISTRICT

Accounts Payable Disbursement List

Vendor #	Name	Check #	Date	Amount	Voided	Comments
'8598-LTFCSB	CITY OF SAN BUENAVENTURA	ACH	1/31/2023	\$27,826.00	<input type="checkbox"/>	LOCAL TRANSPORTATION FUNDS
78598-LTFCV	COUNTY OF VENTURA	ACH	1/31/2023	\$99,760.00	<input type="checkbox"/>	LOCAL TRANSPORTATION FUNDS
'8598-LTFGCT	GOLD COAST TRANSIT DISTRICT	ACH	1/31/2023	\$1,902,426.00	<input type="checkbox"/>	LOCAL TRANSPORTATION FUNDS
8598-LTFOJAI	CITY OF OJAI	ACH	1/31/2023	\$13,360.00	<input type="checkbox"/>	LOCAL TRANSPORTATION FUNDS
8598-LTFOXN	CITY OF OXNARD	ACH	1/31/2023	\$39,848.00	<input type="checkbox"/>	LOCAL TRANSPORTATION FUNDS
78698-E1320	EMPOWER RETIREMENT	ACH	1/13/2023	\$1,350.00	<input type="checkbox"/>	DEFERRED COMPENSATION CONT.
'8698-M0926	MISSIONSQUARE RETIREMENT	ACH	1/13/2023	\$2,803.40	<input type="checkbox"/>	DEFERRED COMPENSATION CONT.
78698-S0518	SERVICE EMPLOYEES INT'L UNION LOC	ACH	1/13/2023	\$4,708.69	<input type="checkbox"/>	P/R DEDUCTION
78698-U2003	USCM/WEST	ACH	1/13/2023	\$8,003.00	<input type="checkbox"/>	P/R DEDUCTION
78700-E1320	EMPOWER RETIREMENT	ACH	1/27/2023	\$1,350.00	<input type="checkbox"/>	DEFERRED COMPENSATION CONT.
'8700-M0926	MISSIONSQUARE RETIREMENT	ACH	1/27/2023	\$2,803.40	<input type="checkbox"/>	DEFERRED COMPENSATION CONT.
78700-S0518	SERVICE EMPLOYEES INT'L UNION LOC	ACH	1/27/2023	\$4,674.02	<input type="checkbox"/>	P/R DEDUCTION
78700-U2003	USCM/WEST	ACH	1/27/2023	\$8,203.00	<input type="checkbox"/>	P/R DEDUCTION
78702-C0121	CALIFORNIA PUBLIC EMPLOYEES RET.	ACH	1/9/2023	\$231,333.15	<input type="checkbox"/>	HEALTH INSURANCE
78702-C0133	CAL PERS	ACH	1/9/2023	\$85,278.27	<input type="checkbox"/>	PENSION CONTRIBUTIONS
78704-C0133	CAL PERS	ACH	1/11/2023	\$87,376.53	<input type="checkbox"/>	PENSION CONTRIBUTIONS
78704-C1904	BENEFIT COORDINATORS COMPANY	ACH	1/11/2023	\$10,308.24	<input type="checkbox"/>	LONG TERM DISABILITY PREMIUMS
78706-C0133	CAL PERS	ACH	1/26/2023	\$200.00	<input type="checkbox"/>	PENSION CONTRIBUTIONS
78706-D0928	WEX HEALTH, INC.	ACH	1/26/2023	\$2,318.08	<input type="checkbox"/>	FSA ADMINISTRATION FEE
A0918	AIRGAS USA, LLC	85410	1/12/2023	\$116.31	<input type="checkbox"/>	MAINTENANCE SUPPLIES
A1219	ERICH KREIG	85321	1/5/2023	\$495.00	<input type="checkbox"/>	SERVICES
A1801	ARAMARK UNIFORM & CAREER APPAR	85322	1/5/2023	\$187.18	<input type="checkbox"/>	UNIFORMS
A1801	ARAMARK UNIFORM & CAREER APPAR	85411	1/12/2023	\$375.31	<input type="checkbox"/>	UNIFORMS
A1900	ASBURY ENVIRONMENTAL SERVICES	85323	1/5/2023	\$809.29	<input type="checkbox"/>	HAZ MAT DISPOSAL SERVICES
A1900	ASBURY ENVIRONMENTAL SERVICES	85460	1/19/2023	\$745.37	<input type="checkbox"/>	HAZ MAT DISPOSAL SERVICES
A1918	ASSI SECURITY, INC.	85461	1/19/2023	\$675.00	<input type="checkbox"/>	SECURITY SYSTEMS
A1920	ASSURANT EMPLOYEE BENEFITS	85324	1/5/2023	\$1,219.45	<input type="checkbox"/>	DENTAL PREMIUMS
A2020	AT&T	85501	1/25/2023	\$399.77	<input type="checkbox"/>	TELEPHONE SERVICES
B0022	LUIS BARAJAS	85325	1/5/2023	\$485.02	<input type="checkbox"/>	PAYCHECK REISSUED
B0211	BEST BEST & KRIEGER LLP	85502	1/25/2023	\$7,636.00	<input type="checkbox"/>	GENERAL COUNSEL SERVICE
B0503	BECNEL UNIFORMS	85326	1/5/2023	\$8.19	<input type="checkbox"/>	UNIFORMS
B0902	LOS ANGELES TRUCK CENTERS, LLC	85462	1/19/2023		<input checked="" type="checkbox"/>	PARTS/SERVICE
B0902	LOS ANGELES TRUCK CENTERS, LLC	85463	1/19/2023	\$10,936.03	<input type="checkbox"/>	PARTS/SERVICE
B1808	BRINK'S, INCORPORATED	85412	1/12/2023	\$702.92	<input type="checkbox"/>	ARMORED CAR SERVICES
C0103	CALIFORNIA HOSE, INC	85413	1/12/2023	\$380.07	<input type="checkbox"/>	PARTS

Vendor #	Name	Check #	Date	Amount	Voided	Comments
C0103	CALIFORNIA HOSE, INC	85464	1/19/2023	\$1,590.95	<input type="checkbox"/>	PARTS
C0111	CALACT	85327	1/5/2023	\$0.00	<input checked="" type="checkbox"/>	MEMBERSHIP/CONFERENCE
C0112	CALIFORNIA TRANSIT ASSOCIATION	85328	1/5/2023	\$13,000.00	<input type="checkbox"/>	ANNUAL DUES
C0113	CALTIP	85329	1/5/2023	\$252,445.39	<input type="checkbox"/>	LIABILITY INSURANCE
C0113	CALTIP	85465	1/19/2023	\$441.96	<input type="checkbox"/>	LIABILITY INSURANCE
C0149	CANON FINANCIAL SERVICES INC	85414	1/12/2023	\$1,523.30	<input type="checkbox"/>	PRINTING SERVICES
C0150	CASEY PRINTING INC.	85466	1/19/2023	\$14,812.12	<input type="checkbox"/>	PRINTING SERVICES
C0922	CITI CARDS	85415	1/12/2023	\$800.39	<input type="checkbox"/>	OFFICE SUPPLIES
C1202	CLEAN ENERGY	85330	1/5/2023	\$3,489.00	<input type="checkbox"/>	REPAIRS
C1202	CLEAN ENERGY	85416	1/12/2023	\$6,612.50	<input type="checkbox"/>	REPAIRS
C1504	COASTAL OCCUPATIONAL MEDICAL G	85417	1/12/2023	\$2,290.00	<input type="checkbox"/>	PHYSICALS/DRUG SCREENS
C1504	COASTAL OCCUPATIONAL MEDICAL G	85467	1/19/2023	\$2,345.00	<input type="checkbox"/>	PHYSICALS/DRUG SCREENS
C1540	COMPUWAVE, INC.	85503	1/25/2023	\$7,549.97	<input type="checkbox"/>	LAPTOPS
C1550	LYNETTE COVERLY	85504	1/25/2023	\$2,501.25	<input type="checkbox"/>	PROFESSIONAL SERVICES
C1903	PUBLIC RISK INNOVATION SOLUTIONS	85331	1/5/2023		<input checked="" type="checkbox"/>	WORKER'S COMP/EAP PROVIDER
C1903	PUBLIC RISK INNOVATION SOLUTIONS	85332	1/5/2023		<input checked="" type="checkbox"/>	WORKER'S COMP/EAP PROVIDER
C1903	PUBLIC RISK INNOVATION SOLUTIONS	85333	1/5/2023	\$332,898.89	<input type="checkbox"/>	WORKER'S COMP/EAP PROVIDER
C1903	PUBLIC RISK INNOVATION SOLUTIONS	85468	1/19/2023		<input checked="" type="checkbox"/>	WORKER'S COMP/EAP PROVIDER
C1903	PUBLIC RISK INNOVATION SOLUTIONS	85469	1/19/2023	\$8,864.00	<input type="checkbox"/>	WORKER'S COMP/EAP PROVIDER
C1906	BENEFIT COORDINATORS CORP.	85418	1/12/2023		<input checked="" type="checkbox"/>	DENTAL PREMIUMS
C1906	BENEFIT COORDINATORS CORP.	85419	1/12/2023	\$11,803.60	<input type="checkbox"/>	DENTAL PREMIUMS
C2115	CUMMINS PACIFIC LLC	85470	1/19/2023	\$2,512.36	<input type="checkbox"/>	PARTS
D0114	DANIELS TIRE SERVICE	85334	1/5/2023		<input checked="" type="checkbox"/>	TIRES/SERVICES
D0114	DANIELS TIRE SERVICE	85335	1/5/2023	\$6,326.86	<input type="checkbox"/>	TIRES/SERVICES
D0114	DANIELS TIRE SERVICE	85420	1/12/2023	\$381.01	<input type="checkbox"/>	TIRES/SERVICES
D0922	DIVERSIFIED LIGHTING SUPPLY	85471	1/19/2023	\$274.76	<input type="checkbox"/>	PARTS
D0928	WEX HEALTH, INC.	85421	1/12/2023	\$279.75	<input type="checkbox"/>	FSA ADMINISTRATION FEE
D2515	DYER SHEEHAN GROUP, INC.	85422	1/12/2023	\$6,727.50	<input type="checkbox"/>	301 REDEVELOPMENT CONSULTING
E0409	EDISON CO.	85336	1/5/2023	\$21,574.91	<input type="checkbox"/>	ELECTRICAL POWER
E1910	JAIME ESPINOZA	85472	1/19/2023	\$243.38	<input type="checkbox"/>	PAYCHECK REISSUED
F0042	FERGUSON ENTERPRISES, INC	85473	1/19/2023	\$258.88	<input type="checkbox"/>	SUPPLIES
F0505	FEDERAL EXPRESS CORP.	85423	1/12/2023	\$53.72	<input type="checkbox"/>	MAIL SERVICES
F0505	FEDERAL EXPRESS CORP.	85474	1/19/2023	\$42.80	<input type="checkbox"/>	MAIL SERVICES
F1204	AVAIL TECHNOLOGIES, INC.	85337	1/5/2023	\$2,972.50	<input type="checkbox"/>	SOFTWARE/MAINTENANCE
F1221	FLUID NETWORKS	85338	1/5/2023	\$55.80	<input type="checkbox"/>	SERVICES
F1221	FLUID NETWORKS	85424	1/12/2023	\$55.80	<input type="checkbox"/>	SERVICES
F1814	FROG ENVIRONMENTAL, INC.	85425	1/12/2023	\$1,250.00	<input type="checkbox"/>	ENVIRONMENTAL ASSESSMENT

Vendor #	Name	Check #	Date	Amount	Voided	Comments
F1814	FROG ENVIRONMENTAL, INC.	85505	1/25/2023	\$350.00	<input type="checkbox"/>	ENVIRONMENTAL ASSESSMENT
F1815	FRONTIER COMMUNICATIONS	85339	1/5/2023	\$90.80	<input type="checkbox"/>	INTERNET PRVDER - PTSIT CNTOR
F1815	FRONTIER COMMUNICATIONS	85426	1/12/2023	\$497.12	<input type="checkbox"/>	INTERNET PRVDER - PTSIT CNTOR
F1815	FRONTIER COMMUNICATIONS	85475	1/19/2023	\$573.73	<input type="checkbox"/>	INTERNET PRVDER - PTSIT CNTOR
F1815	FRONTIER COMMUNICATIONS	85506	1/25/2023	\$555.16	<input type="checkbox"/>	INTERNET PRVDER - PTSIT CNTOR
G0115	GovInvest Inc	85427	1/12/2023	\$4,000.00	<input type="checkbox"/>	STANDARD PENSION & OPEB MODULE
G0120	THE GAS COMPANY	85340	1/5/2023	\$1,159.11	<input type="checkbox"/>	NATURAL GAS
G0120	THE GAS COMPANY	85428	1/12/2023	\$34,591.41	<input type="checkbox"/>	NATURAL GAS
G0514	SOUTHERN COUNTIES FUELS	85476	1/19/2023	\$4,114.79	<input type="checkbox"/>	OIL/LUBE PRODUCTS
G0912	GILLIG LLC	85429	1/12/2023	\$4,781.04	<input type="checkbox"/>	PARTS
G0912	GILLIG LLC	85477	1/19/2023	\$5,657.85	<input type="checkbox"/>	PARTS
G1220	GLORIA G SALAZAR	85341	1/5/2023	\$1,500.00	<input type="checkbox"/>	FINANCIAL CONSULTING
G1801	GRAINGER	85430	1/12/2023	\$47.82	<input type="checkbox"/>	MISC. PARTS/SUPPLIES
G1801	GRAINGER	85515	1/26/2023	\$3,725.21	<input type="checkbox"/>	MISC. PARTS/SUPPLIES
G1915	GROUND PENETRATING RADAR SYSTE	85431	1/12/2023	\$2,200.00	<input type="checkbox"/>	SITE SCANNING
H1507	HOERBIGER SERVICE INC.	85478	1/19/2023	\$2,017.54	<input type="checkbox"/>	GEMINI COMPRESSOR PRTS
I1400	INFINITY CNG SERVICES, INC.	85507	1/25/2023	\$1,925.00	<input type="checkbox"/>	CNG STATION REPAIR SERVICES
I1414	IRON MOUNTAIN, INC.	85342	1/5/2023	\$135.86	<input type="checkbox"/>	SHREDING SERVICES
I1423	INTERSTATE BATTERIES	85432	1/12/2023	\$530.91	<input type="checkbox"/>	BATTERIES
J1504	J N DESIGNS	85433	1/12/2023	\$83.70	<input type="checkbox"/>	PRINTING/GRAPHICS SERV
K0511	KELLY CLEANING & SUPPLS, INC.	85343	1/5/2023	\$3,306.00	<input type="checkbox"/>	JANITORIAL SERVICES
L0507	CHIHARU ENDO	85479	1/19/2023	\$562.00	<input type="checkbox"/>	EXP REIMBURSEMENT
L0907	LIFT-U-INC.	85480	1/19/2023	\$1,478.42	<input type="checkbox"/>	WHEEL CHAIR PARTS
L0908	LIGHTGABLER	85481	1/19/2023	\$11,002.50	<input type="checkbox"/>	LEGAL SERVICES
L1527	LOWE'S	85344	1/5/2023	\$465.17	<input type="checkbox"/>	SUPPLIES
L1527	LOWE'S	85434	1/12/2023	\$1,321.63	<input type="checkbox"/>	SUPPLIES
M0104	MACVALLEY OIL COMPANY	85345	1/5/2023	\$452.21	<input type="checkbox"/>	FUEL
M0104	MACVALLEY OIL COMPANY	85482	1/19/2023	\$1,045.88	<input type="checkbox"/>	FUEL
M1501	MOBILE CREATE USA, INC.	85508	1/25/2023		<input checked="" type="checkbox"/>	2 WAY RADIO EQUIPMENT/SERVICE
M1501	MOBILE CREATE USA, INC.	85509	1/25/2023	\$4,970.91	<input type="checkbox"/>	2 WAY RADIO EQUIPMENT/SERVICE
M2116	MUNCIE RECLAMATION AND SUPPLY C	85435	1/12/2023	\$245.41	<input type="checkbox"/>	PARTS
M2116	MUNCIE RECLAMATION AND SUPPLY C	85483	1/19/2023	\$1,846.47	<input type="checkbox"/>	PARTS
M2220	MV TRANSPORTATION, INC.	85346	1/5/2023	\$201,471.24	<input type="checkbox"/>	GCT ACCESS SERVICE
M2220	MV TRANSPORTATION, INC.	85510	1/25/2023	\$164,074.42	<input type="checkbox"/>	GCT ACCESS SERVICE
N0132	NATURAL GREEN LANDSCAPE INC.	85347	1/5/2023	\$4,480.00	<input type="checkbox"/>	LANDSCAPING SERVICES
N0529	THE AFTERMARKET PARTS COMPANY,	85436	1/12/2023		<input checked="" type="checkbox"/>	PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY,	85437	1/12/2023	\$5,262.56	<input type="checkbox"/>	PARTS/BUSES

Vendor #	Name	Check #	Date	Amount	Voided	Comments
N0529	THE AFTERMARKET PARTS COMPANY,	85484	1/19/2023		<input checked="" type="checkbox"/>	PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY,	85485	1/19/2023		<input checked="" type="checkbox"/>	PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY,	85486	1/19/2023	\$10,244.89	<input type="checkbox"/>	PARTS/BUSES
N0529	THE AFTERMARKET PARTS COMPANY,	85511	1/25/2023	\$1,692.33	<input type="checkbox"/>	PARTS/BUSES
O1003	OJAI VALLEY CHAMBER OF COMMERC	85438	1/12/2023	\$355.00	<input type="checkbox"/>	MEMBERSHIP
O1805	FIRST CALL AUTO PARTS	85439	1/12/2023		<input checked="" type="checkbox"/>	PARTS
O1805	FIRST CALL AUTO PARTS	85440	1/12/2023	\$361.92	<input type="checkbox"/>	PARTS
O1805	FIRST CALL AUTO PARTS	85487	1/19/2023	\$60.00	<input type="checkbox"/>	PARTS
O2402	VENTURA COUNTY AUTO SUPPLY	85441	1/12/2023	\$510.07	<input type="checkbox"/>	PARTS
O2402	VENTURA COUNTY AUTO SUPPLY	85488	1/19/2023	\$348.94	<input type="checkbox"/>	PARTS
O2413	CITY OF OXNARD	85442	1/12/2023	\$1,907.89	<input type="checkbox"/>	MONTHLY RENT OTC
O2413	CITY OF OXNARD	85489	1/19/2023	\$1,816.14	<input type="checkbox"/>	MONTHLY RENT OTC
O2414	CITY OF OXNARD	85443	1/12/2023		<input checked="" type="checkbox"/>	UTILITIES/TRASH
O2414	CITY OF OXNARD	85444	1/12/2023	\$4,628.44	<input type="checkbox"/>	UTILITIES/TRASH
P0119	PARKHOUSE TIRE, INC.	85348	1/5/2023	\$5,025.34	<input type="checkbox"/>	TIRES
P0119	PARKHOUSE TIRE, INC.	85445	1/12/2023	\$2,512.67	<input type="checkbox"/>	TIRES
P0203	PITNEY BOWES INC	85512	1/25/2023	\$114.71	<input type="checkbox"/>	POSTAGE MACH
P0919	PITNEY BOWES GLOBAL	85349	1/5/2023	\$208.99	<input type="checkbox"/>	POSTAGE MACHINE
P1601	PLATINUM TOW AND TRANSPORT INC.	85350	1/5/2023	\$770.00	<input type="checkbox"/>	TOWING SERVICES
P1602	PLEXUS GLOBAL	85446	1/12/2023	\$47.93	<input type="checkbox"/>	BACKGROUND & DRUG SCREENING
P1821	PROFORMA	85351	1/5/2023	\$2,051.72	<input type="checkbox"/>	ADVERTISING SERVICES
P1850	PSB INDUSTRIES INC	85447	1/12/2023	\$6,066.34	<input type="checkbox"/>	MAINTENANCE SUPPLIES
R0126	RAYNE WATER CONDITIONING	85448	1/12/2023	\$188.80	<input type="checkbox"/>	WATER COOLER BREAK ROOM
R0126	RAYNE WATER CONDITIONING	85490	1/19/2023	\$35.00	<input type="checkbox"/>	WATER COOLER BREAK ROOM
R0504	RED WING SHOE STORE	85352	1/5/2023	\$200.00	<input type="checkbox"/>	SAFETY SHOES
R0913	RINGLEADER, INC	85491	1/19/2023	\$382.60	<input type="checkbox"/>	TELEPHONE/LONG DISTANCE SRVC
R0914	RINCON CONSULTANTS INC.	85353	1/5/2023	\$42,050.99	<input type="checkbox"/>	NTVE AMCAN CONST MONTRNG SRVCS
R1400	ACCONTEMPS A ROBERT HALF COMP	85449	1/12/2023	\$499.80	<input type="checkbox"/>	TEMPORARY HELP
R1400	ACCONTEMPS A ROBERT HALF COMP	85492	1/19/2023	\$1,212.95	<input type="checkbox"/>	TEMPORARY HELP
R1400	ACCONTEMPS A ROBERT HALF COMP	85513	1/25/2023	\$774.35	<input type="checkbox"/>	TEMPORARY HELP
S0128	SAFETY VISION	85493	1/19/2023	\$3,136.17	<input type="checkbox"/>	BUS SECURITY CAMERA
S1516	SOROPTIMIST INTERNATIONAL OF OX	85516	1/26/2023	\$585.00	<input type="checkbox"/>	ADVERTISER REFUND
S2000	STAPLES ADVANTAGE	85354	1/5/2023	\$1,619.30	<input type="checkbox"/>	OFFICE SUPPLIES
S2000	STAPLES ADVANTAGE	85514	1/25/2023	\$457.68	<input type="checkbox"/>	OFFICE SUPPLIES
S2119	SUPERIOR SANITARY SUPPLIES	85450	1/12/2023		<input checked="" type="checkbox"/>	SUPPLIES
S2119	SUPERIOR SANITARY SUPPLIES	85451	1/12/2023	\$3,021.14	<input type="checkbox"/>	SUPPLIES
S2119	SUPERIOR SANITARY SUPPLIES	85494	1/19/2023	\$1,176.54	<input type="checkbox"/>	SUPPLIES

Vendor #	Name	Check #	Date	Amount	Voided	Comments
S2126	SUPERIOR PRINTING & GRAPHICS, INC	85495	1/19/2023	\$1,362.57	<input type="checkbox"/>	PRINTING SERVICES
T0415	3D OF OXNARD SUPPLY	85496	1/19/2023	\$415.11	<input type="checkbox"/>	SUPPLIES
T0503	TEAMSTERS LOCAL 186	85497	1/19/2023	\$1,200.00	<input type="checkbox"/>	PAYROLL DEDUCTION
T1506	GREG'S PETROLEUM SERVICE, INC	85452	1/12/2023	\$2,254.41	<input type="checkbox"/>	OIL SUPPLIER
T1910	TST PRIVATE SECURITY	85453	1/12/2023	\$7,474.56	<input type="checkbox"/>	SECURITY SERVICES
T1914	THE SHERIDAN GROUP	85355	1/5/2023	\$2,677.59	<input type="checkbox"/>	FURNITURE FOR NEW FACILITY
U1405	UNIVERSITY OF THE PACIFIC	85454	1/12/2023	\$1,345.00	<input type="checkbox"/>	TRAINING
U1423	UNITED WAY OF VENTURA CO.	85356	1/5/2023	\$84.00	<input type="checkbox"/>	P/R DEDUCTION
U1802	URBAN TRANSPORTATION	85357	1/5/2023	\$742.50	<input type="checkbox"/>	AUTO PASSENGER COUNT SYST
U1902	U.S. BANK	85358	1/5/2023	\$19,069.78	<input type="checkbox"/>	CALCARD PAYMENT
U1919	USSC GROUP, INC	85498	1/19/2023	\$2,201.90	<input type="checkbox"/>	REPAIR PARTS
V0112	VALLEY POWER SYSTEMS, INC.	85455	1/12/2023	\$20.72	<input type="checkbox"/>	REPAIR PARTS/SERVICE
V0501	COUNTY OF VENTURA - IT SVCS. DEPT.	85359	1/5/2023	\$189.00	<input type="checkbox"/>	REPEATER SITE RENTAL
V0502	VENTURA CHAMBER/COMMERCE	85456	1/12/2023	\$1,617.00	<input type="checkbox"/>	MEMBERSHIP
V0923	OCEAN HONDA	85499	1/19/2023	\$1,746.00	<input type="checkbox"/>	PARTS/REPAIRS SERVICES
V1507	VOGUE SIGN COMPANY	85500	1/19/2023	\$49.16	<input type="checkbox"/>	BUS DECALS
V1525	VOYAGER	85457	1/12/2023	\$631.61	<input type="checkbox"/>	CNG FUEL FOR ACCESS
V1809	VERIZON	85458	1/12/2023	\$1,743.65	<input type="checkbox"/>	PHONE SRVC - CSC
W0911	F G WILCOX, INC	85459	1/12/2023	\$146.87	<input type="checkbox"/>	PARTS/SUPPLIES
Z0500	ZERO EMISSION BUS RESOURCE ALLIA	85360	1/5/2023	\$3,000.00	<input type="checkbox"/>	SUBSCRIPTION

Total: \$3,877,635.98



Item #3

DATE March 1, 2023
TO GCTD Board of Directors
FROM Dawn Perkins, Director of Finance *dlp*
SUBJECT **Consider Approval of Financial Statements & Schedule of Money Transfers for November 2022**

Attached for the Board's approval is a copy of GCTD's Financial Statements and Schedule of Money Transfers covering the period ending November 30, 2022.

Attachments

GENERAL MANAGER'S CONCURRENCE

Vanessa Rauschenberger
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

Gold Coast Transit District

Balance Sheet

Division: 01 Gold Coast Transit District

As of: 2/23/2023

Fiscal Year: 2023 Period: 5 Nov-2022

1000000001 ASSETS

1010000001 CASH

1010120001 CASH UNION BANK GENERAL	(\$5,424,297.47)	
1010220001 CASH UNION BANK PAYROLL	\$33,313.21	
1010610001 CASH UNION BANK MONEY MARKET 2	\$4,427,436.80	
1011200001 CASH ADMINISTRATION - PETTY CASH	\$500.00	
1011300001 CASH ON HAND	\$175.00	
1013000001 CASH STATE AGENCY INVESTMENT	\$101,141.96	
1013100001 MARKET VALUATION OF STATE AGENCY INVESTMENT	\$1,317.29	
1019900001 TOTAL CASH		(\$860,413.21)

1020000001 ACCOUNTS RECEIVABLE

1020100001 ACCOUNTS RECEIVABLE TRADE	\$11,290.00	
1020200001 INTEREST RECEIVABLE	\$81.54	
1020210001 INTEREST RECEIVABLE - RESTRICTED ACCOUNTS	\$5,429.18	
1020300001 RECEIVABLE OTHER	\$1,687,098.98	
1020400001 RECEIVABLE STATE	\$59,738.32	
1021100001 RECEIVABLE FEDERAL OPERATIONS	(\$2,470,395.00)	
1023000001 RECEIVABLE OTHER GOVERNMENT AGENCIES	\$4,074,736.15	
1024000001 DUE FROM OTHER DIVISION	\$409,470.00	
1029900001 TOTAL ACCOUNTS RECEIVABLE		\$3,777,449.17

1030000001 INVENTORY

1031000001 MATERIALS/SUPPLIES INVENTORY	\$750,579.83	
1031000002 MATERIALS/SUPPLIES INVENTORY - GRANTS	\$15.50	
1031100001 MATERIALS/SUP INVTRY - CNG STATION	\$6,386.41	
1032200001 LUBE OILS INVENTORY	\$42,076.70	
1033000001 TIRE INVENTORY	\$15,738.36	
1039900001 TOTAL INVENTORY		\$814,796.80

1040000001 OTHER CURRENT ASSETS

1049900001 TOTAL OTHER CURRENT ASSETS		\$0.00
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1050000001 WORK IN PROCESS

1050200001 WORK IN PROCESS - CAP PROJECTS	\$4,636.08	
1050240001 WORK IN PROC - NEW BUSES	\$1,818,622.50	
1059900001 TOTAL WORK IN PROCESS		\$1,823,258.58

1110000001 TANGIBLE TRANSIT PROPERTY

1110100001 LAND	\$300,298.43	
1110110001 LAND - NEW FACILITY	\$8,680,763.00	
1110210001 BUILDING - NEW FACILITY	\$43,182,353.12	
1110300001 REVENUE VEHICLES	\$34,565,920.62	
1110400001 OTHER VEHICLES	\$678,374.01	
1110500001 MAINTENANCE EQUIPMENT	\$1,334,991.75	
1110600001 OFFICE EQUIPMENT	\$1,107,602.81	
1110700001 OTHER EQUIPMENT	\$2,764,008.26	
1110800001 OTC LEASEHOLD IMPROVEMENTS	\$276,130.51	
1114000001 TOTAL TANGIBLE TRANSIT PROPERTY		\$92,890,442.51
1115200001 ACCUMULATED DEPRECIATION-BUILDING	(\$4,743,685.97)	
1115200101 ACCUMULATED DEPRECIATION-FEDERAL	\$969,079.11	
1115200111 ACCUMULATED DEPRECIATION-STATE	\$242,269.78	

Gold Coast Transit District

Balance Sheet

Division: 01 Gold Coast Transit District

As of: 2/23/2023

Fiscal Year: 2023 Period: 5 Nov-2022

1115300001	ACCUMULATED DEPRECIATION-REVENUE VEHICLES	(\$24,472,345.03)	
1115300101	ACCUMULATED DEPRECIATION-FEDERAL	\$1,196,280.04	
1115300111	ACCUMULATED DEPRECIATION-STATE	\$343,413.39	
1115300201	ACCUMULATED DEPRECIATION-LOCAL	\$76,604.78	
1115300301	ACCUMULATED DEPRECIATION-OPERATOR	\$3,606.09	
1115400001	ACCUMULATED DEPRECIATION-OTHER VEHICLES	(\$589,247.28)	
1115400111	ACCUMULATED DEPRECIATION-STATE	\$47,346.39	
1115400201	ACCUMULATED DEPRECIATION-LOCAL	\$6,207.92	
1115500001	ACCUMULATED DEPRECIATION-MAINTENANCE EQUIP	(\$462,853.47)	
1115500101	ACCUMULATED DEPRECIATION-FEDERAL	\$62,186.66	
1115500111	ACCUMULATED DEPRECIATION-STATE	\$28,724.27	
1115600001	ACCUMULATED DEPRECIATION-OFFICE EQUIPMENT	(\$964,374.65)	
1115600101	ACCUMULATED DEPRECIATION-FEDERAL	\$36,959.51	
1115600111	ACCUMULATED DEPRECIATION-STATE	\$6,208.81	
1115600201	ACCUMULATED DEPRECIATION-LOCAL	\$3,031.31	
1115700001	ACCUMULATED DEPRECIATION-OTHER EQUIPMENT	(\$1,615,682.49)	
1115700101	ACCUMULATED DEPRECIATION-FEDERAL	\$157,996.88	
1115700111	ACCUMULATED DEPRECIATION-STATE	\$27,404.32	
1115700201	ACCUMULATED DEPRECIATION-LOCAL	\$51,139.55	
1115700301	ACCUMULATED DEPRECIATION-OPERATOR	\$311.25	
1115800001	ACCUMULATED DEPRECIATION-OTC LEASEHOLD IMP	(\$211,764.70)	
1115800111	ACCUMULATED DEPRECIATION-STATE	\$10,787.20	
1115800201	ACCUMULATED DEPRECIATION-LOCAL	\$12,618.56	
1116000001	TOTAL ACCUMULATED DEPRECIATION		(\$29,777,777.77)
1119900001	NET TANGIBLE TRANSIT PROPERTY		\$63,112,664.74
1120000001	PARATRANSIT TANGIBLE TRANS PROPERTY		
1120300001	PARATRANSIT REVENUE VEHICLES	\$2,186,986.71	
1120600001	PARATRANSIT OFFICE EQUIPMENT	\$88,637.68	
1120700001	PARATRANSIT OTHER EQUIPMENT	\$79,551.26	
1124000001	TOTAL PARATRANSIT TANGIBLE PROPERTY		\$2,355,175.65
1125300001	ACCUMULATED DEPRECIATION PARATRANSIT REVENUE	(\$2,069,139.01)	
1125300111	ACCUMULATED DEPRECIATION-STATE	\$103,719.30	
1125600001	ACCUMULATED DEPRECIATION PARATRANSIT OFF EQUI	(\$99,395.85)	
1125600111	ACCUMULATED DEPRECIATION-STATE	\$10,758.17	
1125700001	ACCUMULATED DEPRECIATION PARATRANSIT OTHER E	(\$79,551.26)	
1126000001	TOTAL ACCUMULATED DEPRECIATION PARATRANSIT PR		(\$2,133,608.65)
1129900001	NET PARATRANSIT TANG PROPERTY		\$221,567.00
1210000001	INTANGIBLE ASSETS		
1210500001	OTHER INTANGIBLE ASSETS	\$39,401.32	
1214000001	TOTAL INTANGIBLE ASSETS		\$39,401.32
1214500001	ACCUMULATED DEPRECIATION - OTHER INT ASSETS	(\$39,401.32)	
1216000001	TOTAL ACCUMULATED DEPRECIATION - INTANGIBLE AS		(\$39,401.32)
1219900001	NET INTANGIBLE ASSETS		\$0.00
1310000001	INVESTMENTS		
1319900001	TOTAL INVESTMENTS		\$0.00
1410000001	SPECIAL FUNDS		
1410111001	2017 CERTIFICATES OF PARTICIPATION- PAYMT FUND	\$905,927.59	
1410112001	2017 CERTIFICATES OF PARTICIPATION - RESERVE FUN	\$1,374,549.90	
1410200001	SPECIAL FUNDS CAPITAL IMPROVEMENT	\$2,830,078.54	
1410210001	MEMBER TRANSIT FAC CAPITAL RESERVE	\$130,000.00	
1410212001	MARKET VALUATION OF CAPITAL RESERVE FUND	(\$8,889.22)	

Gold Coast Transit District

Balance Sheet

Division: 01 Gold Coast Transit District

As of: 2/23/2023

Fiscal Year: 2023 Period: 5 Nov-2022

1410221001	2017 CERTIFICATES OF PARTICIPATION - PROJ FUND	\$288,936.89	
1410411001	DOR - CONTRIBUTIONS AFTER MD	\$2,277,482.00	
1410411002	DOR - PENSION RELATED	\$1,102,428.00	
1410411003	DOR - OPEB CONTRIBUTIONS	\$55,890.00	
1410411004	DOR - OPEB RELATED	\$1,510,564.00	
1410420001	DEFERRED COMPENSATION	\$5,512,325.16	
1419900001	TOTAL SPECIAL FUNDS		\$15,979,292.86
1510000001	OTHER ASSETS		
1510100001	PREPAID INSURANCE	\$83,248.24	
1510110001	PREPAID EXPENSES	\$1,052,072.94	
1510200001	DEPOSITS	\$12,982.00	
1519900001	TOTAL OTHER ASSETS		\$1,148,303.18
1520100001	LEASE ASSET - RIGHT OF USE	\$65,587.00	
1520110001	ACCUMULATED LEASE AMORTIZATION	(\$16,255.00)	
1999900001	TOTAL ASSETS		\$86,066,251.12
2000000001	LIABILITIES AND CAPITAL		
2010000001	ACCOUNTS PAYABLE		
2010100004	ACCOUNTS PAYABLE-TRADE	\$36,257.90	
2019990001	TOTAL ACCOUNTS PAYABLE		\$36,257.90
2020000001	ACCRUED PAYROLL LIABILITIES		
2020100001	ACCRUED PAYROLL	\$643,061.10	
2020200001	PAYROLL TAX LIABILITY-FIT	\$54,285.84	
2020300001	PAYROLL TAX LIABILITY-SIT	\$19,121.53	
2020400001	PAYROLL TAX LIABILITY-SDI	\$6,781.93	
2020500001	PAYROLL TAX LIABILITY-FICA	\$312.23	
2020600001	PAYROLL TAX LIABILITY-MEDICARE	\$8,854.11	
2021000001	PAYROLL DEDUCTIONS-PERS	(\$440.27)	
2021010001	PAYROLL DEDUCTIONS-EMPLOYEE PERS	(\$178,025.02)	
2021011001	PAYROLL DEDUCTIONS-EMPLOYEE PERS PEPPRA	\$160,342.39	
2021020001	PAYROLL DEDUCTIONS-EMPLOYER PERS	\$13,614.33	
2021100001	PAYROLL DEDUCTIONS-SURVIVORS BENEFITS	(\$125.70)	
2021400001	PAYROLL DEDUCTIONS-UNION DUES	\$7,179.32	
2021500001	PAYROLL DEDUCTIONS-GARNISHMENT	\$4,333.96	
2021600001	PAYROLL DEDUCTIONS-DEFERRED COMPENSATION	\$5,229.31	
2021640001	PAYROLL DEDUCTIONS-FLEXIBLE BENEFITS	\$11,964.73	
2021650001	PAYROLL DEDUCTIONS-LIFE INSURANCE	\$1,249.65	
2021700001	PAYROLL DEDUCTIONS-UNION OTHER	\$200.57	
2021900001	PAYROLL DEDUCTIONS-UNITED WAY	\$63.00	
2022000001	ACCRUED SICK LEAVE	\$84,690.96	
2022000002	NONCURRENT SICK LEAVE	\$188,870.00	
2022100001	ACCRUED VACATION/COMP LEAVE	\$850,077.12	
2023100001	ACCRUED HEALTH BENEFITS	\$23,316.79	
2025000001	NET OPEB OBLIGATION	\$1,733,290.00	
2029900001	TOTAL ACCRUED PAYROLL LIABILITIES		\$3,638,247.88
2030000001	ACCRUED TAX LIABILITIES		
2030100001	SALES TAX PAYABLE	\$345.82	
2030400001	CONSUMER USE TAX PAYABLE	\$739.25	

Gold Coast Transit District

Balance Sheet

Division: 01 Gold Coast Transit District

As of: 2/23/2023

Fiscal Year: 2023 Period: 5 Nov-2022

2039900001	TOTAL ACCRUED TAX LIABILITIES		\$1,085.07
2050000001	OTHER CURRENT LIABILITIES		
2050210001	SMARTCARD COLLECTIONS FOR VCTC	\$6,715.14	
2059900001	TOTAL OTHER CURRENT LIABILITIES		\$6,715.14
2210000001	LONG-TERM DEBT		
2210111002	SERIES 2017-COP PREMIUM CURRENT	\$54,623.00	
2210210001	SERIES 2017 - CERTIFICATES OF PARTICIPATION	\$20,130,000.00	
2210210002	SERIES 2017-COP DEBT CURRENT	\$410,000.00	
2210211001	SERIES 2017- COPs - PREMIUM	\$1,365,580.00	
2210212001	SERIES 2017- COPs - ACCRUED INTEREST PAYABLE	\$468,546.84	
2210300001	LEASE LIABILITY - CURRENT PORTION	\$11,114.00	
2210310001	LEASE LIABILITY - NON-CURRENT	\$39,015.00	
2219900001	TOTAL LONG TERM DEBT		\$22,478,878.84
2310000001	ESTIMATED LIABILITIES		
2310100001	NET PENSION LIABILITY	\$7,598,074.00	
2310110001	DIR - PENSION RELATED	\$5,460,073.00	
2310110004	DIR - OPEB RELATED	\$409,778.00	
2319900001	TOTAL ESTIMATED LIABILITIES		\$13,467,925.00
2410000001	DEFERRED CREDITS		
2410100001	DEFERRED COMPENSATION	\$5,512,325.16	
2410200001	DEFERRED INCOME - TDA	\$4,680.00	
2410220001	DEFERRED INC - STATE OF GOOD REPAIR		
2419900001	TOTAL DEFERRED CREDITS		\$5,517,005.16
2999900001	TOTAL LIABILITIES		\$45,146,114.99
3000000001	CAPITAL		
3010000001	GOVERNMENT ENTITY OWNERSHIP		
3019900001	TOTAL GOVERNMENT ENTITY OWNERSHIP		\$0.00
3040000001	GRANTS AND CAPITAL		
3040100001	FEDERAL GOVERNMENT CAPITAL GRANTS	\$1,374,587.03	
3040110001	STATE GOVMT CAPITAL GRANTS	(\$820,631.63)	
3040200001	LOCAL GOVERNMENT CAPITAL GRANTS	(\$149,602.12)	
3049900001	TOTAL GRANTS AND CAPITAL		\$404,353.28
3050000001	ACCUMULATED EARNINGS		
3050100001	ACCUMULATED EARNINGS	\$43,726,240.97	
3059900001	TOTAL ACCUMULATED EARNINGS		\$43,726,240.97
3109900001	TOTAL CAPITAL		\$44,130,594.25
3209900001	TOTAL CAPITAL AND LIABILITIES		\$89,276,709.24

Gold Coast Transit District

Income Statement

Division: 01 Gold Coast Transit District

As of: 2/23/2023

From Fiscal Year: 2023 Thru Fiscal Year: 2023	From Period 5 Thru Period 5	Nov-2022 Current Period	Jul-2022 Nov-2022 Year To Date	
4000000001 REVENUES				
4010000001 PASSENGER FARES				
4010100001 PASSENGER FARES - PASS PAID (OP)		\$133,188.87	5.58%	\$660,963.61 7.27%
4010102001 PASSENGER FARES - ORG PAID (OP)		\$151,129.50	6.34%	\$268,762.88 2.95%
4010110001 ADA PARATRANSIT FARES-PASS PAID (OP)		\$3,431.00	0.14%	\$16,335.00 0.18%
4010112001 ADA PARATRANSIT FARES - ORG PAID (OP)		\$0.00	0.00%	\$22,860.00 0.25%
4019900001 TOTAL PASSENGER FARES		\$287,749.37	12.07%	\$968,921.49 10.65%
4020000001 SPECIAL TRANSIT FARES				
4020400001 LOCAL ROUTE GUARANTEE - FIXED ROUTE (OP)		\$0.00	0.00%	\$526.65 0.01%
4020413001 LCTOP FARE SUPPORT PROG-VCTC COL PASS PROGRAM (OP)		\$23,928.00	1.00%	\$79,869.00 0.88%
4029900001 TOTAL SPECIAL TRANSIT FARES		\$23,928.00	1.00%	\$80,395.65 0.88%
4060000001 AUXILIARY TRANSPORTATION REVENUE				
4060300001 REVENUE VEHICLE ADVERTISING (OP)		\$17,780.00	0.75%	\$252,306.55 2.77%
4069900001 TOTAL AUXILIARY TRANS REVENUES		\$17,780.00	0.75%	\$252,306.55 2.77%
4070000001 NONTRANSPORTATION REVENUES				
4070100001 INVESTMENT INCOME (OP)		\$0.00	0.00%	\$250.37 0.00%
4070130001 SERIES 2017 - COPS - INTEREST EARNED (OP)		\$0.00	0.00%	\$2,344.71 0.03%
4070131001 SERIES 2017 - COP MARKET VALUATION (OP)		\$0.00	0.00%	(\$12,126.62) -0.13%
4070400001 SALE OF SCRAP MATERIAL (OP)		\$277.10	0.01%	\$1,118.59 0.01%
4070500001 INCOME FROM ENERGY CREDITS (OP)		\$0.00	0.00%	\$117,047.12 1.29%
4070600001 INSURANCE PROCEEDS (OP)		\$0.00	0.00%	\$3,450.00 0.04%
4070900001 OPERATING OTHER		\$0.00	0.00%	\$648.09 0.01%
4079900001 TOTAL NONTRANSPORTATION REVENUES		\$277.10	0.01%	\$112,732.26 1.24%
4090000001 LOCAL GRANTS AND REIMBURSEMENTS				
4090100001 LOCAL TRANSPORTATION FUNDS (OP)		\$1,958,080.00	82.11%	\$5,762,932.00 63.36%
4099900001 TOTAL LOCAL GRANTS & REIMB		\$1,958,080.00	82.11%	\$5,762,932.00 63.36%
4110000001 STATE GRANTS AND REIMBURSEMENTS				
4110100001 STATE TRANSIT ASSISTANCE FUNDS (STA) (CAPITAL)		\$82,205.00	3.45%	\$98,344.68 1.08%
4110110001 STATE OF GOOD REPAIR FUNDS (SGR) (CAPITAL)		\$14,741.92	0.62%	\$14,741.92 0.16%
4119900001 TOTAL STATE GRANTS & REIMB		\$96,946.92	4.07%	\$113,086.60 1.24%
4130000001 FEDERAL GRANTS & REIMBURSEMENT				
4130600001 OPERATING SECTION 5307 FEDERAL OTHER		\$0.00	0.00%	\$1,426,623.00 15.69%
4130700004 CAPITAL SECTION 5310 MOBILITY GRANTS		\$0.00	0.00%	\$47,143.00 0.52%
4131220001 OPERATING - ARPA: ADA PARATRANSIT SERVICE CONTRACT		\$0.00	0.00%	\$329,554.00 3.62%
4131230001 OPERATING ARPA: ADA LATE NIGHT SAFE RIDES CONTRACT		\$0.00	0.00%	\$1,529.00 0.02%
4139900001 TOTAL FEDERAL GRANTS & REIMBURSEMENTS		\$0.00	0.00%	\$1,804,849.00 19.84%
4310000001 DEPRECIATION OFFSET				
4319900001 TOTAL DEPRECIATION OFFSET		\$0.00	0.00%	\$0.00 0.00%
4800000001 TOTAL REVENUES		\$2,384,761.39	100.00%	\$9,095,223.55 100.00%

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From Fiscal Year: 2023 Thru Fiscal Year: 2023	From Period 5 Thru Period 5	Nov-2022 Current Period	Jul-2022 Nov-2022 Year To Date	
5000000001 EXPENSES				
5010000001 LABOR				
5010101001 LABOR-SALARY/WAGES OPERATIONS		\$840,272.68	65.59%	\$2,989,856.20 23.85%
5010101002 LABOR-SALARY/WAGES - OPERATORS OT		\$51,248.54	4.00%	\$291,865.20 2.33%
5010201101 LABOR-O/WAGES - OPERATIONS MGT		\$131.50	0.01%	\$338,809.51 2.70%
5010201201 LABOR-SALARY/WAGES - PARATRANSIT		\$0.00	0.00%	\$54,074.32 0.43%
5010204101 LABOR-SALARY/WAGES - VEHICLE MAINTENANCE		\$0.00	0.00%	\$387,682.35 3.09%
5010204201 LABOR-SALARY/WAGES - NON-VEHICLE MAINTENANCE		\$0.00	0.00%	\$137,574.16 1.10%
5010216001 LABOR-SALARY/WAGES - ADMINISTRATION		\$400.00	0.03%	\$404,459.13 3.23%
5010216201 LABOR-SALARY/WAGES - PLANNING/MARKETING		\$0.00	0.00%	\$160,705.37 1.28%
5010216701 LABOR-SALARY/WAGES - HUMAN RESOURCES		\$0.00	0.00%	\$86,082.35 0.69%
5019900001 TOTAL LABOR		\$892,052.72	69.63%	\$4,851,108.59 38.70%
5020000001 FRINGE BENEFITS				
5020101001 FICA - OPERATIONS		\$8,698.76	0.68%	\$51,153.28 0.41%
5020101101 FICA - OPERATIONS MANAGEMENT		\$1,182.04	0.09%	\$7,224.55 0.06%
5020101201 FICA - PARATRANSIT		\$189.39	0.01%	\$1,060.00 0.01%
5020104101 FICA - VEHICLE MAINTENANCE		\$1,601.35	0.12%	\$8,915.51 0.07%
5020104201 FICA - NON-VEHICLE MAINTENANCE		\$622.44	0.05%	\$3,730.59 0.03%
5020116001 FICA - ADMINISTRATION		\$1,468.91	0.11%	\$8,400.52 0.07%
5020116201 FICA - PLANNING/MARKETING		\$694.54	0.05%	\$3,740.89 0.03%
5020116701 FICA - HUMAN RESOURCES		\$452.59	0.04%	\$2,283.13 0.02%
5020201001 PENSION PLAN - OPERATIONS		\$58,363.13	4.56%	\$394,413.39 3.15%
5020201002 PENSION PLAN - OPS - EMPLOYER - FIXED AMT		\$83,891.61	6.55%	\$419,458.09 3.35%
5020201011 PENSION PLAN - OPERATIONS - CLASSIC		\$4,887.09	0.38%	\$32,060.62 0.26%
5020201101 PENSION PLAN - OPERATIONS MANAGEMENT		\$9,814.05	0.77%	\$64,548.33 0.51%
5020201102 PENSION PLAN - OPERATIONS MGT - EMPLOYER - FIXED AMT		\$9,987.10	0.78%	\$49,935.50 0.40%
5020201111 PENSION PLAN - OPERATIONS MANAGEMENT - CLASSIC		\$1,432.52	0.11%	\$9,030.44 0.07%
5020201201 PENSION PLAN - PARATRANSIT		\$1,431.48	0.11%	\$9,696.52 0.08%
5020201202 PENSION PLAN - PARATRANSIT - EMPLOYER - FIXED AMT		\$1,331.61	0.10%	\$6,658.05 0.05%
5020201211 PENSION PLAN - PARATRANSIT - CLASSIC		\$180.66	0.01%	\$1,170.81 0.01%
5020204101 PENSION PLAN - VEHICLE MAINTENANCE		\$10,636.03	0.83%	\$71,770.54 0.57%
5020204102 PENSION PLAN - VEHICLE MAINT - EMPLOYER - FIXED AMT		\$13,981.94	1.09%	\$69,909.70 0.56%
5020204111 PENSION PLAN - VEHICLE MAINTENANCE - CLASSIC		\$716.30	0.06%	\$5,203.68 0.04%
5020204201 PENSION PLAN - NON-VEHICLE MAINTENANCE		\$3,195.85	0.25%	\$23,518.90 0.19%
5020204202 PENSION PLAN - NON-VEH MAT - EMPLOYER - FIXED AMT		\$5,992.26	0.47%	\$29,961.30 0.24%
5020216001 PENSION PLAN - ADMINISTRATION		\$10,009.04	0.78%	\$68,425.84 0.55%
5020216002 PENSION PLAN - ADMINISTRATION - EMPLOYER - FIXED AMT		\$8,655.49	0.68%	\$43,277.45 0.35%
5020216011 PENSION PLAN - ADMINISTRATION - CLASSIC		\$1,204.52	0.09%	\$7,754.34 0.06%
5020216201 PENSION PLAN - PLANNING/MARKETING		\$3,976.85	0.31%	\$28,256.70 0.23%
5020216202 PENSION PLAN - PLANNING/MARK - EMPLOYER - FIXED AMT		\$4,660.65	0.36%	\$23,303.25 0.19%
5020216211 PENSION PLAN - PLANNING/MARKETING - CLASSIC		\$281.42	0.02%	\$1,750.94 0.01%
5020216701 PENSION PLAN - HUMAN RESOURCES - EMPLOYER		\$2,477.96	0.19%	\$16,449.71 0.13%
5020216702 PENSION PLAN - HUMAN RESOURCES- EMPLOYER - FIXED AMT		\$1,997.42	0.16%	\$9,987.10 0.08%
5020216711 PENSION PLAN - HUMAN RESOURCES - CLASSIC		\$203.36	0.02%	\$1,311.14 0.01%
5020230101 LONG-TERM DISABILITY - OPERATIONS		\$2,037.64	0.16%	\$10,320.36 0.08%

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5020230111 LONG-TERM DISABILITY - OPERATIONS MANAGEMENT		\$267.68	0.02%	\$1,430.99 0.01%
5020230121 LONG-TERM DISABILITY - PARATRANSIT		\$59.52	0.00%	\$310.48 0.00%
5020230411 LONG-TERM DISABILITY - VEH MAINT		\$370.48	0.03%	\$1,818.33 0.01%
5020230421 LONG-TERM DISABILITY - NON-VEHICLE MAINTENANCE		\$165.96	0.01%	\$759.98 0.01%
5020231601 LONG-TERM DISABILITY - ADMINISTRATION		\$32.37	0.00%	\$1,709.53 0.01%
5020231621 LONG-TERM DISABILITY - PLANNING/MARKETING		\$152.90	0.01%	\$857.66 0.01%
5020231671 LONG-TERM DISABILITY - HUMAN RESOURCES		\$93.58	0.01%	\$456.00 0.00%
5020301001 HEALTH INSURANCE - OPERATIONS		(\$477,280.99)	-37.25%	\$558,362.72 4.45%
5020301101 HEALTH INSURANCE - OPERATIONS MANAGEMENT		(\$67,120.83)	-5.24%	\$81,830.88 0.65%
5020301201 HEALTH INSURANCE - PARATRANSIT		(\$97,938.90)	-7.64%	(\$73,771.94) -0.59%
5020304101 HEALTH INSURANCE - VEHICLE MAINTENANCE		(\$26,500.31)	-2.07%	\$141,465.27 1.13%
5020304201 HEALTH INSURANCE - NON-VEHICLE MAINTENANCE		(\$2,428.46)	-0.19%	\$74,963.61 0.60%
5020316001 HEALTH INSURANCE - ADMINISTRATION		(\$51,006.27)	-3.98%	\$61,214.94 0.49%
5020316003 HEALTH INS - RETIREES - CURRENT YEAR		\$2,533.00	0.20%	\$12,963.00 0.10%
5020316201 HEALTH INS - PLAN/MARKETING		(\$35,546.14)	-2.77%	\$39,543.77 0.32%
5020316701 HEALTH INS - HUMAN RESOURCES		(\$11,103.34)	-0.87%	\$15,520.57 0.12%
5020401001 DENTAL PLANS - OPERATIONS		\$6,409.93	0.50%	\$30,383.52 0.24%
5020401101 DENTAL PLANS - OPERATIONS MGT		\$981.68	0.08%	\$4,537.52 0.04%
5020401201 DENTAL PLANS - PARATRANSIT		\$130.62	0.01%	\$632.48 0.01%
5020404101 DENTAL PLANS - VEHICLE MAIN		\$1,088.06	0.08%	\$5,032.54 0.04%
5020404201 DENTAL PLANS - NON-VEH MAINT		\$661.84	0.05%	\$2,189.56 0.02%
5020416001 DENTAL PLANS - ADMIN		\$938.74	0.07%	\$4,525.36 0.04%
5020416201 DENTAL PLANS - PLAN/MARKETING		\$542.19	0.04%	\$2,257.86 0.02%
5020416701 DENTAL PLANS - HUMAN RESOURCES		\$354.20	0.03%	\$1,368.30 0.01%
5020501001 LIFE INSURANCE - OPERATIONS		(\$3,652.03)	-0.29%	\$14,290.03 0.11%
5020501101 LIFE INSURANCE - OPERATIONS MGT		(\$307.65)	-0.02%	\$1,678.42 0.01%
5020501201 LIFE INSURANCE - PARATRANSIT		(\$72.57)	-0.01%	\$233.11 0.00%
5020504101 LIFE INSURANCE - VEHICLE MAINT		(\$36.06)	0.00%	\$2,517.70 0.02%
5020504201 LIFE INSURANCE - NON-VEH MAINT		\$97.02	0.01%	\$1,002.31 0.01%
5020516001 LIFE INSURANCE - ADMIN		(\$323.45)	-0.03%	\$1,515.27 0.01%
5020516201 LIFE INSURANCE - PLAN/MARKETING		\$33.39	0.00%	\$792.66 0.01%
5020516701 LIFE INSURANCE - HUMAN RESOURCES		(\$32.65)	0.00%	\$349.67 0.00%
5020801001 WORKERS COMPENSATION - OPERATIONS		\$70,189.20	5.48%	\$353,412.23 2.82%
5020801101 WORKERS COMPENSATION - OPERATIONS MANAGEMENT		\$8,054.50	0.63%	\$41,470.19 0.33%
5020801201 WORKERS COMPENSATION - PARATRANSIT		\$1,150.64	0.09%	\$5,682.76 0.05%
5020804101 WORKERS COMPENSATION - VEHICLE MAINTENANCE		\$12,657.06	0.99%	\$60,819.75 0.49%
5020804201 WORKERS COMPENSATION - NON-VEHICLE MAINTENANCE		\$5,177.89	0.40%	\$25,572.47 0.20%
5020816001 WORKERS COMPENSATION - ADMINISTRATION		\$7,479.17	0.58%	\$36,938.05 0.29%
5020816201 WORKERS COMPENSATION - PLANNING/MARKETING		\$4,027.25	0.31%	\$19,889.71 0.16%
5020816701 WORKERS COMPENSATION - HUMAN RESOURCES		\$1,725.96	0.13%	\$8,524.17 0.07%
5020901001 SICK LEAVE - OPERATIONS		\$3,317.98	0.26%	\$78,331.26 0.62%
5020901101 SICK LEAVE - OPERATIONS MANAGEMENT		\$0.00	0.00%	\$13,122.52 0.10%
5020901201 SICK LEAVE - PARATRANSIT		\$0.00	0.00%	\$476.04 0.00%
5020904101 SICK LEAVE - VEHICLE MAINTENANCE		\$0.00	0.00%	\$19,127.99 0.15%
5020904201 SICK LEAVE - NON-VEHICLE MAINTENANCE		\$0.00	0.00%	\$4,912.95 0.04%
5020916001 SICK LEAVE - ADMINISTRATION		\$29.59	0.00%	\$14,097.00 0.11%
5020916201 SICK LEAVE - PLANNING/MARKETING		\$78.03	0.01%	\$11,499.69 0.09%
5020916701 SICK LEAVE - HUMAN RESOURCES		\$0.00	0.00%	\$1,427.17 0.01%
5021001001 HOLIDAY - OPERATIONS		\$1,884.17	0.15%	\$42,473.96 0.34%
5021001002 HOLIDAY - OPERATIONS (WORKED)		\$23,822.92	1.86%	\$23,822.92 0.19%

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5021001101 HOLIDAY - OPERATIONS MANAGEMENT		\$1,193.98	0.09%	\$8,053.20 0.06%
5021001201 HOLIDAY - PARATRANSIT		\$670.93	0.05%	\$2,012.79 0.02%
5021004101 HOLIDAY - VEHICLE MAINTENANCE		\$1,021.85	0.08%	\$7,261.72 0.06%
5021004102 HOLIDAY - VEHICLE MAINTENANCE (WORKED)		\$2,672.28	0.21%	\$2,672.28 0.02%
5021004201 HOLIDAY - NON-VEHICLE MAINTENANCE		\$0.00	0.00%	\$2,123.44 0.02%
5021004202 HOLIDAY -NON-VEHICLE MAINTENANCE (WORKED)		\$520.91	0.04%	\$520.91 0.00%
5021016001 HOLIDAY - ADMINISTRATION		\$3,641.78	0.28%	\$13,046.45 0.10%
5021016201 HOLIDAY -PLANNING/MARKETING		\$1,541.66	0.12%	\$5,335.49 0.04%
5021016202 HOLIDAY - PLANNING/ MARKETING (WORKED)		\$40.58	0.00%	\$40.58 0.00%
5021016701 HOLIDAY - HUMAN RESOURCES		\$1,168.13	0.09%	\$3,504.39 0.03%
5021101001 VACATION - OPERATIONS		\$36,213.59	2.83%	\$230,571.08 1.84%
5021101101 VACATION - OPERATIONS MANAGEMENT		\$7,900.91	0.62%	\$61,416.12 0.49%
5021101201 VACATION - PARATRANSIT		\$0.00	0.00%	\$4,170.39 0.03%
5021104101 VACATION - VEHICLE MAINTENANCE		\$8,859.33	0.69%	\$39,719.19 0.32%
5021104201 VACATION - NON-VEHICLE MAINTENANCE		\$310.64	0.02%	\$8,682.35 0.07%
5021116001 VACATION - ADMINISTRATION		\$5,407.87	0.42%	\$30,421.75 0.24%
5021116201 VACATION - PLANNING/MARKETING		\$8,040.04	0.63%	\$21,282.13 0.17%
5021116701 VACATION - HUMAN RESOURCES		\$987.24	0.08%	\$4,928.23 0.04%
5021201001 OTHER PAID ABSENCE - OPERATIONS		\$1,844.98	0.14%	\$29,794.87 0.24%
5021201101 OTHER PAID ABSENCE - OPERATIONS MANAGEMENT		\$1,181.99	0.09%	\$1,942.47 0.02%
5021204101 OTHER PAID ABSENCE - VEHICLE MAINTENANCE		\$2,806.48	0.22%	\$11,823.76 0.09%
5021204201 OTHER PAID ABSENCE - NON-VEHICLE MAINTENANCE		\$0.00	0.00%	\$5,186.15 0.04%
5021216201 OTHER PAID ABSENCE -PLAN/MARKETING		\$0.00	0.00%	\$208.08 0.00%
5021216701 OTHER PAID ABSENCE - HUMAN RESOURCES		\$1,559.31	0.12%	\$1,559.31 0.01%
5021301001 UNIFORMS - OPERATIONS		(\$1,839.16)	-0.14%	\$275.16 0.00%
5021301101 UNIFORMS - OPERATIONS MANAGEMENT		\$2,421.17	0.19%	\$2,421.17 0.02%
5021301201 UNIFORMS - PARATRANSIT		\$270.81	0.02%	\$270.81 0.00%
5021304101 UNIFORMS - VEHICLE MAINTENANCE		\$1,835.70	0.14%	\$11,675.21 0.09%
5021304201 UNIFORMS - NON-VEHICLE MAINTENANCE		\$0.00	0.00%	\$4,307.28 0.03%
5021316001 UNIFORMS - ADMINISTRATION		\$1,143.76	0.09%	\$1,143.76 0.01%
5021316201 UNIFORMS - PLANNING/MARKETING		\$348.92	0.03%	\$348.92 0.00%
5021316701 UNIFORMS - HUMAN RESOURCES		\$120.13	0.01%	\$120.13 0.00%
5021401001 OTHER FRINGE BENEFITS - OPERATIONS		\$2,179.21	0.17%	\$266,642.51 2.13%
5021401101 OTHER FRINGE BENEFITS - OPERATIONS MANAGEMENT		\$158.88	0.01%	\$9,242.27 0.07%
5021401201 OTHER FRINGE BENEFITS - PARATRANSIT		\$72.15	0.01%	\$1,583.65 0.01%
5021404101 OTHER FRINGE BENEFITS - VEHICLE MAINTENANCE		\$170.53	0.01%	\$42,044.27 0.34%
5021404201 OTHER FRINGE BENEFITS - NON-VEHICLE MAINTENANCE		\$1,013.11	0.08%	\$14,063.44 0.11%
5021416001 OTHER FRINGE BENEFITS - ADMINISTRATION		\$7,599.85	0.59%	\$2,579.81 0.02%
5021416201 OTHER FRINGE BENEFITS - PLANNING/MARKETING		\$216.46	0.02%	\$5,255.28 0.04%
5021416701 OTHER FRINGE BENEFITS - HUMAN RESOURCES		\$212.11	0.02%	\$227.99 0.00%
5021501001 O/BEN PHYS/DRUG TESTING-OPERATIONS		\$26.75	0.00%	\$13,465.20 0.11%
5021501101 O/BEN PHYS/DRUG TESTING-OPS MT		\$0.00	0.00%	\$232.29 0.00%
5021501201 O/BEN PHYS/DRUG TESTING-PARA		\$0.00	0.00%	\$32.04 0.00%
5021504101 O/BEN PHYS/DRUG TESTING-MAINT		\$0.00	0.00%	\$144.18 0.00%
5021504201 O/BEN PHYS/DRUG TESTING-NON-VEH MAINT		\$0.00	0.00%	\$344.43 0.00%
5021516001 O/BEN PHYS/DRUG TESTING-ADMIN		\$0.00	0.00%	\$208.26 0.00%
5021516201 O/BEN PHYS/DRUG TESTING-PLAN		\$0.00	0.00%	\$112.14 0.00%
5021516701 O/BEN PHYS/DRUG TESTING- HUMAN RES		\$0.00	0.00%	\$48.06 0.00%
5021701001 FFCRA COVID - OPERATIONS		\$14,966.26	1.17%	\$88,125.16 0.70%
5021701101 FFCRA COVID - OPERATIONS MGMT		\$1,550.50	0.12%	\$5,795.97 0.05%

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5021701201 FFCRA COVID - PARATRANSIT		\$266.25	0.02%	\$2,129.97 0.02%
5021704101 FFCRA COVID - VEHICLE MAINT		\$3,774.72	0.29%	\$22,731.56 0.18%
5021704201 FFCRA COVID - NON-VEHICLE MAINT		\$247.72	0.02%	\$8,276.45 0.07%
5021716001 FFCRA COVID - ADMIN		\$1,643.81	0.13%	\$9,344.21 0.07%
5021716201 FFCRA COVID - PLAN/MARKETING		\$2,438.65	0.19%	\$2,860.69 0.02%
5021716701 SALARY EXPENSE - AB94		\$1,517.63	0.12%	\$3,642.75 0.03%
5021801001 EFMLA COVID - OPERATIONS		\$0.00	0.00%	\$18,735.91 0.15%
5021801101 EFMLA COVID - OPERATIONS MGMT		\$0.00	0.00%	\$3,373.10 0.03%
5021804101 EFMLA COVID - VEHICLE MAINT		\$0.00	0.00%	\$55.87 0.00%
5021804201 EFMLA COVID - NON-VEHICLE MAINT		\$0.00	0.00%	\$758.44 0.01%
5022001001 REFERRAL BONUS - OPERATIONS		\$0.00	0.00%	\$6,500.00 0.05%
5023001001 AB94 COVID - OPERATIONS		\$8,726.24	0.68%	\$8,726.24 0.07%
5023001201 AB94 COVID - PARATRANSIT		\$868.53	0.07%	\$868.53 0.01%
5023004101 AB94 COVID - MAINTENANCE		\$565.60	0.04%	\$565.60 0.00%
5023016701 AB94 COVID - HUMAN RESOURCES		\$800.49	0.06%	\$800.49 0.01%
5029900001 TOTAL FRINGE BENEFITS		(\$221,684.87)	-17.30%	\$4,295,380.43 34.27%
5030000001 SERVICES				
5030116001 LEGAL		\$14,091.50	1.10%	\$100,882.19 0.80%
5030216001 AUDIT		\$0.00	0.00%	\$14,373.50 0.11%
5030301001 CONT MAINT SERV - OPERATIONS		\$189.00	0.01%	\$15,058.44 0.12%
5030301201 CONT MAINT SERV - PARATRANSIT		\$0.00	0.00%	\$4,933.34 0.04%
5030304101 CONT MAINT SERV-VEHICLE MAINT		\$11,141.09	0.87%	\$51,425.64 0.41%
5030304201 CONT MAINT SERV-NON-VEH MAINT		\$10,571.72	0.83%	\$54,144.16 0.43%
5030316001 CONT MAINT SERV - ADMIN		\$359.66	0.03%	\$6,412.90 0.05%
5030316011 CONT MAINT SERV - IT		\$55.80	0.00%	\$26,714.80 0.21%
5030316201 CONT MAINT SERV - PLAN/MRKTG		\$0.00	0.00%	\$7,395.00 0.06%
5030404101 O/PROF SERV - VEHICLE MAINT		\$0.00	0.00%	\$3,542.00 0.03%
5030416001 O/PROF SERV - ADMIN		\$12,698.46	0.99%	\$260,751.88 2.08%
5030416701 O/PROF SERV - HUMAN RESOURCES		\$3,360.00	0.26%	\$14,490.00 0.12%
5030504201 TEMPORARY HELP - NON-VEH MAINT		\$0.00	0.00%	\$2,442.08 0.02%
5030516001 TEMPORARY HELP - ADMIN		\$3,752.95	0.29%	\$20,931.08 0.17%
5030604201 SECURITY SERV - VEHICLE MAINT		\$7,418.91	0.58%	\$50,181.89 0.40%
5030701001 ADA PARATRANSIT SERVICES		\$0.00	0.00%	\$212,878.42 1.70%
5030701201 ADA SERVICES - PARATRANSIT		\$179,655.17	14.02%	\$715,561.16 5.71%
5030704201 CNG STATION EXPENSE		\$4,106.67	0.32%	\$24,397.38 0.19%
5039900001 TOTAL SERVICES		\$247,400.93	19.31%	\$1,586,515.86 12.66%
5040000001 MATERIALS AND SUPPLIES				
5040101002 FUEL/LUBE - OPS CNG VEH		\$92,315.99	7.21%	\$538,896.29 4.30%
5040101201 FUEL/LUBE - PARATRANSIT		\$21,336.71	1.67%	\$50,345.70 0.40%
5040101202 FUEL/LUBE-PARATRANSIT CNG VEH		\$6,285.01	0.49%	\$37,059.81 0.30%
5040104101 FUELS/LUBRICANTS-VEHICLE MAINT		\$1,345.41	0.11%	\$6,925.60 0.06%
5040201001 TIRES/TUBES - OPERATIONS		\$20,686.39	1.61%	\$22,638.54 0.18%
5040204101 TIRES/TUBES - VEHICLE MAINT		\$11,242.51	0.88%	\$14,776.19 0.12%
5040404101 REPAIR PARTS - VEHICLE MAINT		\$52,795.55	4.12%	\$254,425.50 2.03%
5040404201 REPAIR PARTS - FACILITY MAINT		\$0.00	0.00%	\$290.93 0.00%
5040604101 OTHER SHOP MATLS-VEHICLE MAINT		\$7,021.49	0.55%	\$54,797.98 0.44%
5040704101 TOOL ALLOWANCE - VEHICLE MAINT		\$732.83	0.06%	\$8,889.64 0.07%
5040804101 WARRANTY RECOVERY-VEHICLE MAIN		(\$650.00)	-0.05%	(\$5,230.40) -0.04%
5040901001 TELEPHONE - OPERATIONS		\$0.00	0.00%	\$1,339.16 0.01%
5040901101 TELEPHONE - OPERATIONS MGT		\$0.00	0.00%	\$830.88 0.01%
5040901201 TELEPHONE - PARATRANSIT		\$0.00	0.00%	\$311.58 0.00%

Gold Coast Transit District

Income Statement

Division: 01 Gold Coast Transit District

As of: 2/23/2023

From Fiscal Year: 2023 Thru Fiscal Year: 2023	From Period 5 Thru Period 5	Nov-2022 Current Period	Jul-2022 Nov-2022 Year To Date	
5040904101 TELEPHONE - VEHICLE MAINT		\$0.00	0.00%	\$1,065.32 0.01%
5040916001 TELEPHONE - ADMIN		\$1,336.07	0.10%	\$9,623.92 0.08%
5040916201 TELEPHONE-PLANNING & MARKETING		\$0.00	0.00%	\$934.74 0.01%
5040916701 TELEPHONE - HUMAN RESOURCES		\$0.00	0.00%	\$796.26 0.01%
5041016001 OFFICE SUPPLIES - ADMIN		\$1,023.96	0.08%	\$6,726.39 0.05%
5041116001 COPIER COSTS		\$701.27	0.05%	\$4,809.34 0.04%
5041216001 POSTAGE		\$208.99	0.02%	\$1,898.73 0.02%
5042001001 O/MAT & SUPPLIES - OPERATIONS		\$0.00	0.00%	\$5,582.59 0.04%
5042004101 O/MAT & SUPPLIES-VEHICLE-MAINT		\$6,482.52	0.51%	\$26,119.89 0.21%
5042004201 O/MAT & SUPPLIES-NON-VEH MAINT		\$11,330.61	0.88%	\$40,436.55 0.32%
5042016001 O/MAT & SUPPLIES - ADMIN		\$6,007.11	0.47%	\$31,282.38 0.25%
5042016011 O/MAT & SUPPLIES - IT		\$1,408.15	0.11%	\$17,737.51 0.14%
5042016201 O/MAT & SUPPLIES - PLAN/MRKTG		\$415.19	0.03%	\$12,312.99 0.10%
5042016701 O/MAT & SUPPLIES - HUMAN RESOURCES		\$368.25	0.03%	\$10,206.51 0.08%
5043001001 TICKETS/SCHEDLS - OPERATIONS		\$31,065.00	2.42%	\$42,937.02 0.34%
5043001201 TICKETS/SCHEDLS - PARATRANSIT		\$0.00	0.00%	\$14,812.12 0.12%
5049900001 TOTAL MATERIALS AND SUPPLIES		\$273,459.01	21.34%	\$1,213,579.66 9.68%
5050000001 UTILITIES				
5050101002 ELECTRICITY - CNG STATION		\$25,951.98	2.03%	\$135,164.41 1.08%
5050204201 GAS - NON-VEH MAINT		\$731.16	0.06%	\$3,616.71 0.03%
5050304201 WATER - NON-VEH MAINT		\$2,800.23	0.22%	\$16,709.41 0.13%
5050404201 SEWER - NON-VEH MAINT		\$168.33	0.01%	\$1,187.20 0.01%
5050504201 REFUSE - NON-VEH MAINT		\$1,024.96	0.08%	\$6,149.76 0.05%
5059900001 TOTAL UTILITIES		\$30,676.66	2.39%	\$162,827.49 1.30%
5060000001 CASUALTY AND LIABILITY COSTS				
5060216001 OTHER INSURANCE EXPENSE		\$11,892.59	0.93%	\$71,050.96 0.57%
5060416001 CLAIMS EXPENSE		\$8,129.98	0.63%	\$47,672.04 0.38%
5069916001 TOTAL CASUALTY AND LIABILITY		\$20,022.57	1.56%	\$118,723.00 0.95%
5070000001 FUEL TAXES				
5079900001 TOTAL FUEL TAXES		\$0.00	0.00%	\$0.00 0.00%
5090000001 MISCELLANEOUS EXPENSE				
5090116001 DUES AND SUBSCRIPTIONS		\$2,379.78	0.19%	\$40,117.70 0.32%
5090201002 TRAVEL AND MEETINGS - OPERATIONS		\$221.35	0.02%	\$721.35 0.01%
5090201102 TRAVEL AND MEETINGS - OPS MGMT		\$1,544.30	0.12%	\$11,215.41 0.09%
5090201202 TRAVEL AND MEETINGS - PARATRANSIT		\$2,777.16	0.22%	\$3,897.16 0.03%
5090204102 TRAVEL AND MEETINGS - VEH MAINT		\$110.95	0.01%	\$4,089.04 0.03%
5090204202 TRAVEL AND MEETINGS - NON-VEH MAINT		\$410.55	0.03%	\$910.55 0.01%
5090216002 TRAVEL AND MEETINGS - ADMIN		\$1,269.36	0.10%	\$2,344.36 0.02%
5090216202 TRAVEL AND MEETINGS - PLAN AND MARTKNG		\$0.00	0.00%	\$5,964.64 0.05%
5090216702 TRAVEL AND MEETINGS - HUMAN RESOURCES		\$3,872.53	0.30%	\$6,052.53 0.05%
5090304201 ENVIRONMENTAL FEES		\$0.00	0.00%	\$6,905.75 0.06%
5090316001 OFFICERS AND DIRECTORS EXPENSE		\$461.94	0.04%	\$2,018.12 0.02%
5090416701 EMPLOYEE EVENTS - HUMAN RESOURCES		\$2,090.71	0.16%	\$9,813.64 0.08%
5090501001 TRAINING - OPERATIONS		\$0.00	0.00%	\$514.11 0.00%
5090501101 TRAINING - OPERATIONS MGT		\$0.00	0.00%	\$1,417.53 0.01%
5090504101 TRAINING - VEHICLE MAINT		\$0.00	0.00%	\$3,660.61 0.03%
5090504201 TRAINING NON VEH MAINT		\$0.00	0.00%	\$180.00 0.00%
5090516001 TRAINING - ADMIN		\$2,972.50	0.23%	\$6,125.00 0.05%
5090516201 TRAINING - PLANNING/MARKETING		\$0.00	0.00%	\$60.00 0.00%

Gold Coast Transit District

Income Statement

Division: 01 Gold Coast Transit District

As of: 2/23/2023

From Fiscal Year: 2023 Thru Fiscal Year: 2023	From Period 5 Thru Period 5	Nov-2022 Current Period	Jul-2022 Nov-2022 Year To Date	
5090616201 ADVT/PROMOTIONS-PLAN MARKETING		\$14,141.76	1.10%	\$74,377.21 0.59%
5090616205 ADVT/PROMOTIONS-P/M TOKEN TRANSIT		\$515.84	0.04%	\$5,543.17 0.04%
5090616701 ADVT/PROMOTIONS - HUMAN RESOURCES		\$1,440.54	0.11%	\$2,276.46 0.02%
5090816001 CASH OVER/SHORT		(\$20.00)	0.00%	(\$48.00) 0.00%
5090916001 REFUNDS		\$0.00	0.00%	\$57.00 0.00%
5092016001 NONCAPITAL EQUIPMENT		\$1,709.76	0.13%	\$43,447.69 0.35%
5099900001 TOTAL MISCELLANEOUS EXPENSE		\$35,899.03	2.80%	\$231,661.03 1.85%
5110000001 INTEREST EXPENSE				
5110210001 INTEREST EXPENSE-SHORT TERM		\$702.40	0.05%	\$3,924.82 0.03%
5119900001 TOTAL INTEREST EXPENSE		\$702.40	0.05%	\$3,924.82 0.03%
5120000001 LEASES				
5120016001 LEASE - OXNARD TRANS CENTER		\$1,100.96	0.09%	\$6,351.60 0.05%
5120916001 TOTAL LEASES		\$1,100.96	0.09%	\$6,351.60 0.05%
5130000001 TANGIBLE DEPN AND AMORTIZATION				
5130216001 REVENUE VEHICLES		\$0.00	0.00%	\$54,859.61 0.44%
5130916001 TOTAL TRANSIT DEPN & AMORT		\$0.00	0.00%	\$54,859.61 0.44%
5131000001 PARATRANSIT DEPRECIATION & AMORT				
5131916001 TOTAL PARA DEPN & AMORT.		\$0.00	0.00%	\$0.00 0.00%
5132000001 INTANGIBLE ASSETS DEPN & AMORT				
5132916001 TOTAL INT'BLE ASSETS DEPN & AMORT		\$0.00	0.00%	\$0.00 0.00%
5164100001 MISCELLANEOUS FEES				
5164116001 CREDIT CARD FEES		\$80.14	0.01%	\$1,198.87 0.01%
5164116002 TOKEN TRANSIT FEES		\$1,452.77	0.11%	\$7,814.71 0.06%
5164916001 TOTAL MISCELLANEOUS FEES		\$1,532.91	0.12%	\$9,013.58 0.07%
5170000001 DEBT SERVICE EXPENSE				
5179900001 TOTAL DEBT SERVICE EXPENSE		\$0.00	0.00%	\$0.00 0.00%
5180000001 FEMA EXPENSE				
5189900001 TOTAL FEMA EXPENSE		\$0.00	0.00%	\$0.00 0.00%
5200000001 CONTINGENCY				
5200999001 TOTAL CONTINGENCY		\$0.00	0.00%	\$0.00 0.00%
5500000001 TOTAL EXPENSES		\$1,281,162.32	100.00%	\$12,533,945.67 100.00%
6000000001 PROFIT/LOSS		\$1,103,599.07	86.14%	(\$3,438,722.12) -27.44%

**Gold Coast Transit District
Schedule of Money Transfers
For the Month of November 2022**

Date	Description	Accounts		Amount
		From	To	
11/2/2022	Transfer for AP & Payroll 11/4/22	UB Money Market 2	UB General Account	1,175,440.54
11/10/2022	Transfer for AP	UB Money Market 2	UB General Account	217,681.18
11/16/2022	Transfer for AP & Payroll 11/18/22	UB Money Market 2	UB General Account	580,415.22
11/30/2022	Transfer for AP & Payroll 12/02/22	UB Money Market 2	UB General Account	951,055.13
				<u>2,924,592.07</u>

**Gold Coast Transit District
Payroll Information**

Pay Date	Period End	Gross Earnings	Net Pay	Payroll Tax	Non-tax Deductions
4-Nov-22	29-Oct-22	\$ 514,330.57	\$ 365,956.81	\$ 7,280.63	\$ 82,082.61
18-Nov-22	12-Nov-22	\$ 536,433.98	\$ 384,014.64	\$ 7,634.93	\$ 80,711.93
		\$ 1,050,764.55	\$ 749,971.45	\$ 14,915.56	\$ 162,794.54



DATE March 1, 2023 **Item #4**

TO GCTD Board of Directors

FROM Alex Zaretsky, Director of Human Resources

SUBJECT **Consider Adoption of Resolution Number 2023-01 to Implement Revisions to Gold Coast Transit District Personnel Rules effective March 1, 2023**

I. EXECUTIVE SUMMARY

Periodically GCTD's personnel rules are subject to an update. This update is based on changes in California employment law. The last update was completed and approved by GCTD's Board of Directors on February 2, 2022, by Resolution 2022-04.

This report provides an update to GCTD's personnel rules and 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 the updates and attachments to Union management, SEIU, and Teamsters.

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

1. **Personnel Rules, Section 15: Bereavement Leave**: Updated: Must be completed within three of the date of death.
2. **Personnel Rules, Section 15: FMLA /CRFA: Expanded Rights**: Updated added: Parent-in-law, grandparent, grandchild.
3. **Policy: Oath of Affirmation**: Updated: Existing policy to current and clear language on the affirmation of allegiance for public employees.
4. **Policy: Electronic Communications Computer Use**: (Applicable to Non-Represented Employees): Updated: Use of defined electronic communication systems.
5. **Policy: Fragrances & Scented Products**: Updated wording to "minimize"
6. **Policy: Unlawful Harassment, Discrimination, and Bullying**: Added language: To include volunteers, interns, independent contractors, and vendors, customers from harassment. Changed DFEH to CRD (Civil Rights Department).
7. **Policy: Disability Accommodation Policy**: Added language: To include leaves of absence and reasonable accommodations.

GOLD COAST TRANSIT DISTRICT

8. **Policy: Remote Work Policy:** (Applicable to Non-Represented Employees):
Was a Temporary COVID policy to a permanent policy.
9. **Policy: Standards of Conduct:** (Applicable to Non-Represented Employees):
Updated: Condensed duplicate meanings on language, a clean-up by organized layout.
10. **Policy: Zero Tolerance Policy for Workplace Violence:** Added language: The prohibition against independent contractors, and customers.

II. ADDITIONAL INFORMATION

GCTD's other long-standing employment policies are compliant.

III. RECOMMENDED ACTION

It is recommended that the Board adopt Resolution 2023-01 to implement the revised Gold Coast Transit District Personnel Rules, effective March 1, 2023.


General Manager's Concurrence

RESOLUTION NO. 2023-01

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 2022-04 adopted on February 2, 2022; 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 15: Bereavement Leave: Updated: must be completed within three of the date of death.

Personnel Rules, Section 15: FMLA /CRFA: Expanded Rights: Updated added: parent-in-law, grandparent, grandchild.

Policy: Oath of Affirmation: Updated existing policy to current language affirmation of allegiance for public employees.

Policy: Electronic Communications Computer Use: (Applicable to Non-Represented Employees): Updated: Use with defined electronic communication systems.

Policy: Fragrances & Scented: Updated wording to 'minimize'

Policy: Unlawful Harassment, Discrimination, and Bullying: Added language: to include volunteers, interns, independent contractors, and vendors, customers from harassment. Changed DFEH to CRD (Civil Rights Department)

Policy: Disability Accommodation Policy: Added language including leaves of absence and reasonable accommodations.

Policy: Remote Work Policy: (Applicable to Non-Represented Employees)
was Temporary COVID to a permanent

Policy: Standards of Conduct: (Applicable to Non-Represented Employees)_Updated: condensed duplicate meanings, language, clean-up by organized layout.

Policy: Zero Tolerance Policy for Workplace Violence: Added language, the prohibition against independent contractors, and customers.

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 to 2023-01 on March 1, 2023.

PASSED AND ADOPTED THIS 1st DAY OF MARCH 2023

Matt Lavere,
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2023-01 was duly adopted by the Board of Directors of Gold Coast Transit District at a regular meeting thereof held on the 1st day of March 2023.

Vanessa Rauschenberger, General Manager

ATTACHMENT A- PAGE MARKUPS

EXHIBIT A

PERSONNEL RULES



A consolidation of Board resolutions and minute orders.

Revised ~~February 2, 2022~~ March 1, 2023

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:

SEIU #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
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~~ another gender or 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
Director of Human Resources
Director of Planning and 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 Coordinator
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 per month (\$.35 per hour) for positions requiring bilingual speaking and \$90.00 per month (\$.52 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 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 1st and prior to March 31st, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All assigned vacation must be completed prior to April 1st.
2. Prior to April 1st, request vacation redemption, in accordance with Section 9F Vacation Redemption, to bring the accrued vacation time amount below the maximum by April 1st, or
3. On or after March 1st and prior to April 1st, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.
4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period

beginning after April 1st, until enough vacation is taken that the accrued vacation time drops below the maximum.

- D. Vacation Scheduling: The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work 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 90th 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, or Bereavement Leave California Assembly Bill 1949. 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, a designated person, or any other family members specified by applicable law. A designated person is a person that you identify at the time you request to take paid sick leave. You are limited to one designated person designation per 12-month period.

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 memorandum 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.

SECTION 14: PREGNANCY DISABILITY LEAVE (PDL)

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.

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.

Bereavement leave does not need to be taken consecutively, but must be completed within three months of the date of death of the family member. Employees may elect to use their available paid time off benefits to cover any unpaid bereavement leave. The first five (5) days of bereavement leave taken by an employee are not chargeable to

~~accrued sick 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.

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. This documentation may include, among other items, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

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 following:

To be eligible for FMLA, you must (1) have been employed with us for at least 12 months (2) have worked at least 1,250 hours in the year preceding your request for leave, and (3) work within 75 miles of at least 50 employees in our Company.

FMLA leave will be granted for (1) your own serious health condition that makes you unable to perform the functions of your position; (2) the birth, adoption, foster care placement or serious illness of your child; or (3) to care for your parent or spouse who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement. Subject to applicable law, this leave will run concurrently with CFRA leave. You may take up to 12 weeks of FMLA leave because of any special circumstances that arise out of the fact that your spouse, child or parent is on

active duty or has been called to active duty as a reservist, National Guardsperson or existing active duty serviceperson. This leave applies even if no medical condition or injury exists that would otherwise qualify for FMLA leave. You may take up to 26 weeks of FMLA leave to care for a parent, child, spouse, nearest blood relative or registered domestic partner who is injured while on active duty in the U.S. Armed Forces within the five years preceding the date of your requested leave.

To be eligible for CFRA, you must (1) have been employed with us for at least 12 months; and (2) have worked at least 1,250 hours in the year preceding your request for leave.

CFRA leave will be granted for: (1) your own serious health condition that makes you unable to perform the functions of your position (excluding pregnancy, childbirth, or related medical conditions); (2) the birth, adoption, foster care placement or serious illness of your child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a person to whom you stand in loco parentis); (3) to care for your child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or a designated person, who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement; or (4) a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. A designated person is any individual related by blood or whose association with you is the equivalent of a family relationship. You may identify a designated person at the time you request CFRA leave; however, you are limited to one designated person designation per 12-month period. Subject to applicable law, this leave will run concurrently with FMLA leave.

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

~~An eligible employee who is the spouse, son,~~

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

An employee must have completed at least 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

- 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 \$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 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 service system is necessary, the General Manager or designee, or a responsible contractor, may

make such resurvey and submit recommendations for changes in the classifications plan to the Board of Directors for its approval by resolution.

- E. Number of Positions: The General Manager or designee may authorize the employment of such number of persons in each classification as he/she may find necessary to perform the work thereof; provided that the total expense to be incurred for such work shall be limited to the amount approved by the Board of Directors in the annual budget.
- F. Basic Use of the Position Classification Plan: The position classification plan shall be used as follows:
1. Consideration in salary determination. Position class specifications will be used to compare jobs within the 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
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 another gender or 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

3507 of the California Government Code, the Board of Directors hereby approves the following payroll deduction plan:

- 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

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 19572.4 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.

PERSONNEL RULES



A consolidation of Board resolutions and minute orders.

Revised March 1, 2023

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:

SEIU #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
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 another gender or 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
Director of Human Resources
Director of Planning and 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 Coordinator
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 per month (\$.35 per hour) for positions requiring bilingual speaking and \$90.00 per month (\$.52 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 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 1st and prior to March 31st, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All assigned vacation must be completed prior to April 1st.
2. Prior to April 1st, request vacation redemption, in accordance with Section 9F Vacation Redemption, to bring the accrued vacation time amount below the maximum by April 1st, or
3. On or after March 1st and prior to April 1st, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.
4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period

beginning after April 1st, until enough vacation is taken that the accrued vacation time drops below the maximum.

- D. Vacation Scheduling: The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work 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 90th 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, or Bereavement Leave California Assembly Bill 1949. 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, a designated person, or any other family members specified by applicable law. A designated person is a person that you identify at the time you request to take paid sick leave. You are limited to one designated person designation per 12-month period.

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 memorandum 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.

SECTION 14: PREGNANCY DISABILITY LEAVE (PDL)

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.

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.

Bereavement leave does not need to be taken consecutively, but must be completed within three months of the date of death of the family member. Employees may elect to use their available paid time off benefits to cover any unpaid bereavement 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.

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. This documentation may include, among other items, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

**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 following:

To be eligible for FMLA, you must (1) have been employed with us for at least 12 months (2) have worked at least 1,250 hours in the year preceding your request for leave, and (3) work within 75 miles of at least 50 employees in our Company.

FMLA leave will be granted for (1) your own serious health condition that makes you unable to perform the functions of your position; (2) the birth, adoption, foster care placement or serious illness of your child; or (3) to care for your parent or spouse who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement. Subject to applicable law, this leave will run concurrently with CFRA leave. You may take up to 12 weeks of FMLA leave because of any special circumstances that arise out of the fact that your spouse, child or parent is on active duty or has been called to active duty as a reservist, National Guardsperson or existing active duty serviceperson. This leave applies even if no

medical condition or injury exists that would otherwise qualify for FMLA leave. You may take up to 26 weeks of FMLA leave to care for a parent, child, spouse, nearest blood relative or registered domestic partner who is injured while on active duty in the U.S. Armed Forces within the five years preceding the date of your requested leave.

To be eligible for CFRA, you must (1) have been employed with us for at least 12 months; and (2) have worked at least 1,250 hours in the year preceding your request for leave.

CFRA leave will be granted for: (1) your own serious health condition that makes you unable to perform the functions of your position (excluding pregnancy, childbirth, or related medical conditions); (2) the birth, adoption, foster care placement or serious illness of your child (biological, adopted, foster child, stepchild, legal ward, child of a domestic partner, or a person to whom you stand in loco parentis); (3) to care for your child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or a designated person, who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement; or (4) a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States. A designated person is any individual related by blood or whose association with you is the equivalent of a family relationship. You may identify a designated person at the time you request CFRA leave; however, you are limited to one designated person designation per 12-month period. Subject to applicable law, this leave will run concurrently with FMLA leave.

Leave will be granted for a period of up to 12 weeks in any 12-month period on a "rolling" 12 month period measured backward from the date of any FMLA/CFRA leave (or longer if required by applicable federal, state or local law).

An 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

- 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 \$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 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
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 another gender or 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 work schedule. (Example for a 9/80 schedule: The employee works Monday-Thursday 8 am to 6 pm and every other Friday 8 am to 5 pm; the seven-day payroll work schedule runs from Friday

at 12:01 pm to the next Friday at noon, therefore each week contains forty hours).

The General Manager or designee shall develop and maintain an AWS policy if the AWS option is in use. Employees assigned an AWS will receive and acknowledge written notification of the AWS workweek.

Assignment to an AWS is a privilege, not a right. Employees assigned an AWS may request to be returned to the standard payroll work schedule. Management can reassign any employee to return to the standard payroll work schedule at any time.

SECTION 25: CHANGES IN EMPLOYEE STATUS ALL EMPLOYEES

A. Adverse Actions Notice and Procedure:

An adverse action is the disciplinary action that responds to a violation of the express terms provided in a Memorandum of Understanding, the 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 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.



GOLD COAST TRANSIT DISTRICT DISASTER WORKER'S OATH OF AFFIRMATION

I. PURPOSE

The purpose of this policy is to designate Gold Coast Transit District's (GCTD) employees as disaster service workers and establish guidelines and procedures for GCTD to administer the oath (or affirmation) of allegiance for public employees.

II. ORGANIZATIONAL UNITS AFFECTED

This policy applies to all GCTD employees.

III. POLICY

- A. In accordance with California Government Code Sections 3100-3109, GCTD employees are designated as disaster service workers and may be called upon in the event of an emergency.
- B. Title 1, Division 4, Chapter 8, of the Government Code requires disaster service workers to take and subscribe to the oath or affirmation of allegiance.
- C. All GCTD employees must sign an oath or affirmation before entering upon the duties of their employment in compliance with Government Code Section 3102.
- D. In the case of intermittent, temporary, or emergency employment, an oath or affirmation may, at the discretion of GCTD, be effective for all successive periods of employment which commence within one calendar year from the date of the oath.

IV. DEFINITIONS

- A. Appointing Authority – General Manager or his/her designee.
- B. Disaster Service Worker – All public employees and all volunteers in any disaster council or emergency organization accredited by the California Emergency Council.
- C. Public Employees – Includes all persons employed by the state or any county, city, state agency, or special district.

V. PROCEDURE

- A. A GCTD employee must take and subscribe to the oath or affirmation required by Government Code Section 3103 and 3107 before any compensation or reimbursement for expenses incurred will be paid to the employee.

- B. Oath of Affirmation of Allegiance

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion: and that I will well and faithfully discharge the duties upon which I am about to enter."

C. Penalty

In accordance with Government Code Section 3108, any person who makes a false statement while taking the oath or affirmation is guilty of perjury which is punishable by imprisonment in a state prison for two to four years.

~~And I do further affirm that I do not advocate, nor am I a member of any party or organization, political or otherwise, that now advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means; that within the five years immediately preceding the taking of this affirmation, I have not been a member of any party or organization, political or otherwise, that advocated the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means except as follows:~~

VI. EXCEPTIONS

(If no affiliations, write in the words "No Exceptions")

~~and that during such time as I am a member or employee of Gold Coast Transit District (GCTD) I will not advocate nor become a member of any party or organization, political or otherwise, that advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means."~~

VII. RELATED DOCUMENTS

A. California Government Code, Section 3100 through 3109.A

Signature: _____

Witness: _____

Date: _____

Date: _____

Ref: California Constitution, Article XX, Section 3
Paragraph 3103



GOLD COAST TRANSIT DISTRICT DISASTER WORKER'S OATH OF AFFIRMATION

I. PURPOSE

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II. ORGANIZATIONAL UNITS AFFECTED

This policy applies to all GCTD employees.

III. POLICY

- A. In accordance with California Government Code Sections 3100-3109, GCTD employees are designated as disaster service workers and may be called upon in the event of an emergency.
- B. Title 1, Division 4, Chapter 8, of the Government Code requires disaster service workers to take and subscribe to the oath or affirmation of allegiance.
- C. All GCTD employees must sign an oath or affirmation before entering upon the duties of their employment in compliance with Government Code Section 3102.
- D. In the case of intermittent, temporary, or emergency employment, an oath or affirmation may, at the discretion of GCTD, be effective for all successive periods of employment which commence within one calendar year from the date of the oath.

IV. DEFINITIONS

- A. Appointing Authority – General Manager or his/her designee.
- B. Disaster Service Worker – All public employees and all volunteers in any disaster council or emergency organization accredited by the California Emergency Council.
- C. Public Employees – Includes all persons employed by the state or any county, city, state agency, or special district.

V. PROCEDURE

- A. A GCTD employee must take and subscribe to the oath or affirmation required by Government Code Section 3103 and 3107 before any compensation or reimbursement for expenses incurred will be paid to the employee.
- B. Oath of Affirmation of Allegiance

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion: and that I will well and faithfully discharge the duties upon which I am about to enter."

C. Penalty

In accordance with Government Code Section 3108, any person who makes a false statement while taking the oath or affirmation is guilty of perjury which is punishable by imprisonment in a state prison for two to four years.

VI. EXCEPTIONS

(If no affiliations, write in the words "No Exceptions")

VII. RELATED DOCUMENTS

A. California Government Code, Section 3100 through 3109.A

Signature: _____

Witness: _____

Date: _____

Date: _____

Ref: California Constitution, Article XX, Section 3
Paragraph 3103



ELECTRONIC COMMUNICATIONS COMPUTER USE POLICY

(Applicable to Non-Represented Personnel)

APPLICATION:

This electronic communications policy applies to all Gold Coast Transit District (DISTRICT) non-union (non-represented) employees, contract employees, volunteers or other non-employees who use electronic communications regarding District business. All such persons shall be referred to throughout this policy as "District personnel."

POLICY OBJECTIVES:

Ensure compliance with applicable State and federal laws and District policies related to the use of e-mail and all other forms of electronic communication.

Provide direction for the effective and productive use of the District's electronic communications systems, including but not limited to electronic mail (e-mail), facsimiles, telephones, voicemail, personal computers, computer networks, on-line services, Internet connections, computer files, video equipment, recorders and recordings, cellular phones, smart phones, text messages, Internet posts, bulletin boards and any similar communications or equipment. As technology progresses, there will no doubt be additions.

Employees must minimize disruptions to District business related to these electronic communications. Employees must use the communications System only for business purposes. Personal use of the communications System is not permitted, and employees should not expect privacy with regard to any unauthorized personal use. Employees may not send or receive personal mail or e-mail with the District's communications System. Employees may not send the District's information or property to their personal e-mail or other outside location except as required in their job duties, and they may not download District information or property to any external drive or storage device.

GENERAL INFORMATION

1. Definition of "Official District Record"

"Official District Record" shall mean a "public record" as defined in the California Public Records Act (Cal. Gov. Code § 6250 et seq.):

"...any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics..."

GOLD COAST TRANSIT DISTRICT

"... 'Writing' means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored."

"Official District Record" may also include writings stored on the personal electronic messaging accounts (examples: cellphones, iPad etc.) of District personnel that substantially relate to the conduct of District business.

2. Definition of "District Business"

"District Business" means information relating to the conduct of the public's business or communications concerning matters within the District's jurisdiction such as, potential or pending District projects, past or prospective District agenda items, or District budgets or expenditures involving District funds.

3. E-mail may Constitute an Official District Record

E-mail and other forms of electronic communications, such as text messaging and voicemail, generate correspondence and other types of records that can be recognized as Official District Records and may be subject to disclosure under the Public Records Act. In addition, any Official District Records created through e-mail and other forms of electronic communications must be protected and retained in accordance with records retention laws.

Messages transmitted using the District's e-mail system or using District-owned equipment, such as cell phones or pagers with capabilities for text messaging and voice mail, should be messages which involve District business activities and contain information essential to accomplishment of business-related tasks, or can otherwise be recognized as Official District Records. However, the incidental use of electronic communications (e-mail, text, or voice) that may contain non-District related (personal) matters is permitted. This incidental use shall be limited and must not interfere with employee productivity or the provision of District services. Any incidental (personal) e-mail, text or voice messages are NOT considered public records, but may still be discoverable. All electronic communications are the property of the Gold Coast Transit District.

4. Social Networking and Official District Records

Communications regarding District business that are sent or received through any **social networking site** may also be subject to the Public Records Act and records retention laws. Until the District adopts and implements an official policy regarding social networking, all District personnel should be cautious in using social networking sites to communicate regarding District business. At a minimum, District personnel should notify social media users that their communications regarding District business may be subject to disclosure. In addition, District personnel **should caution all users that social media is not the official method of communicating with the District** and should direct users to contact the District via telephone, in writing, or through the District's website, using the "Contact Us" function.

5. District E-mail System is Not for Storage

The District reserves the right to retrieve and make proper and lawful use of any and all electronic communications transmitted through the District's e-mail system and any District-owned equipment. Although the use of electronic communications is considered official District business, the District's communication systems, including e-mail, text messaging and voicemail, as well as all other relevant communications listed above are intended as a medium of communication only. Therefore, the e-mail system and any District-owned equipment such as cell phones and pagers should not be used for the electronic storage or maintenance of documentation, including, but not limited to, Official District Records. Regarding e-mail, the system administrator performs regular electronic back-ups of the District's e-mail system. However, the back-up is not a copy of all District e-mail activity that occurred on the District e-mail server during the back-up period.

GUIDELINES FOR PROPER E-MAIL USAGE

- District e-mail access is controlled through individual accounts and passwords. It is the responsibility of District personnel to protect the confidentiality of ~~his or~~ her~~their~~ account and password information.
- District personnel are responsible for managing their mailboxes, including organizing and cleaning out any non-District related messages that do not constitute Official District Records. E-mail users are responsible for determining if e-mails contain substantive information regarding District business or may later be important or useful for carrying out District business, and thus could be considered as Official District Records.
- All District personnel must check and respond to their e-mails on a regular basis, preferably daily.
- District personnel are expected to remember that e-mail sent from District e-mail accounts is a representation of the District. All District personnel must use normal standards of professional and personal courtesy and conduct when drafting e-mail messages. E-mail messages should be drafted with the same care and in the same manner as any communication printed on District letterhead. Like any other District communication, e-mail is a reflection of the District's business practices.
- All messages transmitted over the e-mail system should be limited to those which involve District business activities or contain information essential to District personnel for the accomplishment of District-related tasks. Use of the District's e-mail system for personal communication must be kept to a minimum. "Spam" e-mail can be harmful to the District's computer system. Spam e-mail is electronic junk mail, usually unsolicited commercial and non-commercial messages transmitted as a mass mailing to a number of recipients. If an e-mail message does not pertain to District business, it should be deleted from your e-mail account and not forwarded. Examples include jokes, thoughts for the day, "chain" type e-mail messages, etc.
- E-mail messages should be easy to read and understand. Spelling and grammar should be correct. Avoid using abbreviations unless you are certain the recipient will understand the meaning.
- Messages should be sent to smaller rather than larger audiences where appropriate. Avoid "broadcasting" messages and large documents. E-mail should not be used

for broadcast purposes unless the message is of interest or importance to all District personnel.

- Avoid long e-mail "chain" messages that include past e-mails attached to a current message. Deleting long strings of previous e-mail exchanges from your reply messages will enhance readability and save disk space.
- Limit designating e-mail as "high-priority" or "urgent" – use those designations only when necessary and appropriate.

PROHIBITED USES OF THE DISTRICT'S ELECTRONIC COMMUNICATIONS SYSTEMS

Electronic communications shall not be used for any activity that is a violation of local, state, or federal law. Types of messages prohibited from being transmitted through the District's electronic communications systems include, but are not limited to, the following:

- Messages in support or opposition to campaigns for candidates for an elected office or a ballot measure.
- Messages of a religious nature or promoting or opposing religious beliefs.
- Messages containing language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive.
- Messages that harass, discriminate or retaliate against others, or gossip or bully others, or to send anonymous communications, messages that contain sexual or ethnic slurs, obscenities, or any representation of obscenities. For more information please refer to the District's policies regarding harassment and discrimination.
- ~~containing harassment of any form, sexual or ethnic slurs, obscenities, or any representation of obscenities. For more information please refer to the District's policies regarding harassment and discrimination.~~
- Messages used to send or receive copyright material, proprietary financial information or similar materials.
- Messages used for gambling or any activity that is a violation of local, state, or federal law.

In addition to any disciplinary action that may be imposed, we also may advise legal authorities of any illegal use of our Communications System.

ELECTRONIC COMMUNICATIONS AND PRIVACY

1. No Expectation of Privacy

District personnel have no right or expectation of privacy or confidentiality in any message created, sent, received, deleted, or stored using the District e-mail system or any District-owned communication devices. All messages and any attachments on the District's computer network or other District-owned system or device are the property of the Gold Coast Transit District and may be accessed by authorized personnel. Employees of the District may not tell outside parties that their voicemail or email is private or confidential, since it may be accessed by us or by other

employees as necessary. District electronic communications may be monitored as allowed by the Electronic Communications Privacy Act, the Federal Stored Communications Act, and any other applicable federal or State laws. Most communications among District personnel are not confidential communications. However, certain communications such as police investigations, personnel records, or attorney-client communications may be confidential or contain confidential information. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with the General Manager or District legal counsel.

2. **No "Snooping"**

It is a violation of this District policy for any District personnel to use the District's electronic communications systems or equipment for purposes of satisfying idle curiosity about the affairs of others. Abuse of authority by accessing another person's e-mail, text or voice messages without their knowledge or consent is prohibited. District personnel found to have engaged in such "snooping" may be subject to disciplinary action consistent with District policies.

3. **Access Must Be Private**

Notwithstanding the District's right to have authorized personnel access e-mail and other electronic messages, all electronic messages should be treated as confidential by other District personnel and accessed only by the intended recipient. District personnel are not authorized to retrieve, read or listen to any electronic messages that are not sent to them. Any exceptions must receive prior approval by the District General Manager or designee.

4. **Use Caution with Confidential Information**

All District personnel must exercise a greater degree of caution in sending confidential information on the District's electronic communications systems than they take with other media because of the risk that such information may be copied and/or retransmitted. When in doubt, **DO NOT USE E-MAIL, TEXT MESSAGING OR VOICEMAIL as a means of communication.** Furthermore, the use of passwords for security does not guarantee confidentiality.

5. **Personal E-mail Accounts and Official District Records**

The use of personal e-mail accounts to transmit messages regarding District business should be avoided by all District personnel. In the event that messages regarding District business are received by District personnel through their personal e-mail accounts, District personnel shall either: (a) copy ("cc") any communication from the personal electronic messaging account to a District electronic messaging account; or (b) forward the associated electronic communication to a District account no later than 10 days after the original creation or transmission of the electronic communication. E-mail messages in personal accounts that discuss District business may be considered Official District Records that are subject to the Public Records Act and records retention laws. Determining if an e-mail in a personal account is a public record will involve an examination of several factors, including: (a) the content of the record itself; (b) the context in, or purpose for which, the record was written; (c) the audience to whom the record was directed; (d) the purpose of the record; and (e) whether the record was prepared by District personnel acting or purporting to act within the scope of his or her employment.

District personnel are requested to use only their District e-mail accounts for sending/receiving e-mails regarding District business. District personnel shall ask persons sending electronic communications regarding District business to their personal account to instead utilize their District account. District personnel shall ask persons sending an electronic communication regarding non-District business to employee's personal or non-District electronic messaging account.

RECORD RETENTION AND DISCLOSURE

Electronic communications are a business tool which shall be used in accordance with generally accepted business practices and all Federal and State laws, including the California Public Records Act, to provide an efficient and effective means of interagency communications. Under most circumstances, communications sent electronically are public records, subject to disclosure under the Public Records Act and subject to records retention laws applicable to public agencies, including special Districts.

1. Electronic Messages as Official District Records

The District's e-mail, text messaging and voice mail systems are tools used for the temporary transport of communication, and as methods to send or receive correspondence. If an e-mail message or text message, including any attachments, can be considered an Official District Record, as defined by this Policy ("any writing containing information relating to the conduct of the ~~public's business~~public's – prepared business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics"), such messages must be preserved for the legally required time period in accordance with the District's Records Retention Policy.

2. Automatic Deletion of E-mail

The District's e-mail management system automatically deletes District e-mails, including any text messages that become e-mails, which are more than **ninety (90)** days old from all Outlook folders of each District e-mail user. E-mail in "Deleted" and "Inbox" and "Sent" folders will be automatically removed after **ninety (90)** days.

3. Managing Your District E-mail

Individual District personnel are responsible for the management of their mailboxes and associated folders on a daily basis. To ensure maximum efficiency in the operation of the e-mail system, District personnel are directed to delete e-mail messages that are not Official District Records from their inboxes on a daily basis. Examples of such messages are personal e-mails, e-mail advertisements, announcements, or newsletters received via e-mail. If e-mail messages that are not Official District Records are necessary for transitory work, preliminary drafts, preparation of work product or personal notes, District personnel are directed to either print the e-mail and maintain the paper copy or create a PDF version of the e-mail (print to PDF) and store the file in an electronic folder on the District's network drive. If you need assistance, contact the GCTD IT Manager.

E-mail messages (including any attachments) that are Official District Records shall be preserved by one of the following methods:

- (A) Print the e-mail and place the printed copy in the appropriate file.

- (B) E-mail should not be stored on portable media (CDs, DVDs, thumb drives, etc.). Electronically move the e-mail out of the District's e-mail system and store it on a network drive. Contact the Management Information Systems Department for available options.

It is the responsibility of individual District personnel to determine if an e-mail message is an Official District Record which must be retained in accordance with the District's Record Retention Policy. Below is a general guideline that can help you make the correct determination. Human Resources & Risk Manager can also assist you in making such a determination.

<i>E-mail Messages Generally Considered as Public Records (Retention)</i>	<i>E-mail Messages Generally NOT Considered as Public Records</i>
<ul style="list-style-type: none"> ❖ E-mail that is created or received in connection with official District business. (Example: A request to add a consent calendar item to the Board of Directors meeting agenda.) ❖ E-mail that shows how a District policy was created, or how a decision was made by District staff and/or the Board of Directors. (Example: Messages between District personnel regarding the need for an e-mail retention policy.) ❖ E-mail that begins, authorizes, or completes an item or a transaction of official District business. (Example: Messages transmitting applications for review of improvement plans.) ❖ E-mail that documents significant official decisions or commitments reached verbally (person-to-person, by phone or in conference) and not otherwise documented in District files. (Example: Messages describing informal negotiations with property owners.) 	<ul style="list-style-type: none"> ➤ Personal messages and announcements not related to official District business. (Example: Announcements of birthday celebrations or invitations to lunch.) ➤ "Spam" e-mails, advertisements, "junk" e-mails. ➤ Duplicate documents (copies or excerpts – not originals) distributed by e-mail for convenience or reference. (Example: Copies of a staff meeting agenda distributed via e-mail and also provided in hard copy.) ➤ E-mails that include preliminary draft information, or have draft documents attached, if the drafts are not retained in the ordinary course of business after the final document is prepared. (Gov. Code § 6254, subd. (a).) (Example: Draft versions of an agenda report that are discarded after the final report is prepared and incorporates all of the draft versions and comments.)

4. E-Mail Attachments

Attachments to e-mail messages should be retained or disposed of according to the content of the attachment itself, not according to the e-mail transmitting the attachment. Many e-mail attachments are simply duplicates of existing documents or are draft versions of documents that are not retained by the District after the final version of the document is complete. If you need help in determining whether an attachment to an e-mail message must be retained, please contact the Human Resources & Risk Manager.

5. Preserving Electronic Messages

Public Records Act Requests, Subpoenas, Claims, and Potential Claims Against the District

Periodically, the District receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents. In the event such a request or demand includes electronic messages, District personnel who have control over or access to any such messages, once they become aware of the request or demand, shall use their best efforts, by reasonable means available, to temporarily preserve any such message until it is determined whether the message is subject to preservation, public inspection or disclosure. District personnel must contact the Human Resources & Risk Manager regarding any such messages that are within their control.

VIOLATIONS

Any person found to have violated this policy may have his or her access to District e-mail, text messaging or other means of electronic communication on District equipment limited or revoked completely. District personnel who violate this policy may be subjected to formal disciplinary action up to and including termination from District employment.

ELECTRONIC COMMUNICATION USAGE AND RETENTION POLICY ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge ~~that I have received~~ have received a copy of ~~the District's~~ the District's "**Electronic Communication Usage and Retention Policy**." I understand that it contains important information on the District's ~~policies regarding~~ policies regarding ~~the use of~~ the use of the District's Electronic Communication Systems and my obligations and responsibilities as a non-union (non- represented) employee, contract employee, volunteer or other non-employees.

I acknowledge that I have read, understand and promise to adhere to the District's **Electronic Communication Usage and Retention Policy**. I understand that the provisions in the Policy govern my use of the District's Electronic Communication Systems and that the District, in its sole and absolute discretion, may change, rescind, or add to this Policy from time to time, with or without prior notice to me.

Print Name

Signature

~~Department~~ Department Title &
Employee Number

Date

This document shall be signed and placed in the Human Resources and Employee's files.



ELECTRONIC COMMUNICATIONS COMPUTER USE POLICY

(Applicable to Non-Represented Personnel)

APPLICATION:

This electronic communications policy applies to all Gold Coast Transit District (DISTRICT) non-union (non-represented) employees, contract employees, volunteers or other non-employees who use electronic communications regarding District business. All such persons shall be referred to throughout this policy as "District personnel."

POLICY OBJECTIVES:

Ensure compliance with applicable State and federal laws and District policies related to the use of e-mail and all other forms of electronic communication.

Provide direction for the effective and productive use of the District's electronic communications systems, including but not limited to electronic mail (e-mail), facsimiles, telephones, voicemail, personal computers, computer networks, on-line services, Internet connections, computer files, video equipment, recorders and recordings, cellular phones, smart phones, text messages, Internet posts, bulletin boards and any similar communications or equipment. As technology progresses, there will no doubt be additions. Employees must minimize disruptions to District business related to these electronic communications. Employees must use the communications System only for business purposes. Personal use of the communications System is not permitted, and employees should not expect privacy with regard to any unauthorized personal use. Employees may not send or receive personal mail or e-mail with the District's communications System. Employees may not send the District's information or property to their personal e-mail or other outside location except as required in their job duties, and they may not download District information or property to any external drive or storage device.

GENERAL INFORMATION

1. Definition of "Official District Record"

"Official District Record" shall mean a "public record" as defined in the California Public Records Act ([Cal. Gov. Code § 6250 et seq.](#)):

"...any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics..."

"... 'Writing' means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation,

GOLD COAST TRANSIT DISTRICT

including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored."

"Official District Record" may also include writings stored on the personal electronic messaging accounts (examples: cellphones, iPad etc.) of District personnel that substantially relate to the conduct of District business.

2. Definition of "District Business"

"District Business" means information relating to the conduct of the public's business or communications concerning matters within the District's jurisdiction such as, potential or pending District projects, past or prospective District agenda items, or District budgets or expenditures involving District funds.

3. E-mail may Constitute an Official District Record

E-mail and other forms of electronic communications, such as text messaging and voicemail, generate correspondence and other types of records that can be recognized as Official District Records and may be subject to disclosure under the Public Records Act. In addition, any Official District Records created through e-mail and other forms of electronic communications must be protected and retained in accordance with records retention laws.

Messages transmitted using the District's e-mail system or using District-owned equipment, such as cell phones or pagers with capabilities for text messaging and voice mail, should be messages which involve District business activities and contain information essential to accomplishment of business-related tasks, or can otherwise be recognized as Official District Records. However, the incidental use of electronic communications (e-mail, text, or voice) that may contain non-District related (personal) matters is permitted. This incidental use shall be limited and must not interfere with employee productivity or the provision of District services. Any incidental (personal) e-mail, text or voice messages are NOT considered public records, but may still be discoverable. All electronic communications are the property of the Gold Coast Transit District.

4. Social Networking and Official District Records

Communications regarding District business that are sent or received through any **social networking site** may also be subject to the Public Records Act and records retention laws. Until the District adopts and implements an official policy regarding social networking, all District personnel should be cautious in using social networking sites to communicate regarding District business. At a minimum, District personnel should notify social media users that their communications regarding District business may be subject to disclosure. In addition, District personnel **should caution all users that social media is not the official method of communicating with the District** and should direct users to contact the District via telephone, in writing, or through the District's website, using the "Contact Us" function.

5. District E-mail System is Not for Storage

The District reserves the right to retrieve and make proper and lawful use of any and all electronic communications transmitted through the District's e-mail system and any District-owned equipment. Although the use of electronic communications is considered official District business, the District's communication systems, including e-

mail, text messaging and voicemail, as well as all other relevant communications listed above are intended as a medium of communication only. Therefore, the e-mail system and any District-owned equipment such as cell phones and pagers should not be used for the electronic storage or maintenance of documentation, including, but not limited to, Official District Records. Regarding e-mail, the system administrator performs regular electronic back-ups of the District's e-mail system. However, the back-up is not a copy of all District e-mail activity that occurred on the District e-mail server during the back-up period.

GUIDELINES FOR PROPER E-MAIL USAGE

- District e-mail access is controlled through individual accounts and passwords. It is the responsibility of District personnel to protect the confidentiality of their account and password information.
- District personnel are responsible for managing their mailboxes, including organizing and cleaning out any non-District related messages that do not constitute Official District Records. E-mail users are responsible for determining if e-mails contain substantive information regarding District business or may later be important or useful for carrying out District business, and thus could be considered as Official District Records.
- All District personnel must check and respond to their e-mails on a regular basis, preferably daily.
- District personnel are expected to remember that e-mail sent from District e-mail accounts is a representation of the District. All District personnel must use normal standards of professional and personal courtesy and conduct when drafting e-mail messages. E-mail messages should be drafted with the same care and in the same manner as any communication printed on District letterhead. Like any other District communication, e-mail is a reflection of the District's business practices.
- All messages transmitted over the e-mail system should be limited to those which involve District business activities or contain information essential to District personnel for the accomplishment of District-related tasks. Use of the District's e-mail system for personal communication must be kept to a minimum. "Spam" e-mail can be harmful to the District's computer system. Spam e-mail is electronic junk mail, usually unsolicited commercial and non-commercial messages transmitted as a mass mailing to a number of recipients. If an e-mail message does not pertain to District business, it should be deleted from your e-mail account and not forwarded. Examples include jokes, thoughts for the day, "chain" type e-mail messages, etc.
- E-mail messages should be easy to read and understand. Spelling and grammar should be correct. Avoid using abbreviations unless you are certain the recipient will understand the meaning.
- Messages should be sent to smaller rather than larger audiences where appropriate. Avoid "broadcasting" messages and large documents. E-mail should not be used for broadcast purposes unless the message is of interest or importance to all District personnel.
- Avoid long e-mail "chain" messages that include past e-mails attached to a current message. Deleting long strings of previous e-mail exchanges from your reply messages will enhance readability and save disk space.

- Limit designating e-mail as "high-priority" or "urgent" – use those designations only when necessary and appropriate.

PROHIBITED USES OF THE DISTRICT'S ELECTRONIC COMMUNICATIONS SYSTEMS

Electronic communications shall not be used for any activity that is a violation of local, state, or federal law. Types of messages prohibited from being transmitted through the District's electronic communications systems include, but are not limited to, the following:

- Messages in support or opposition to campaigns for candidates for an elected office or a ballot measure.
- Messages of a religious nature or promoting or opposing religious beliefs.
- Messages containing language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive.
- Messages that harass, discriminate, or retaliate against other, or gossip or bully others, or to send anonymous communications, messages that contain sexual or ethnic slurs, obscenities, or any representation of obscenities. For more information, please refer to the District's policies regarding harassment and discrimination.
- Messages used to send or receive copyright material, proprietary financial information, or similar materials.
- Messages used for gambling or any activity that is a violation of local, state, or federal law.

In addition to any disciplinary action that may be imposed, we also may advise legal authorities of any illegal use of our Communications System.

ELECTRONIC COMMUNICATIONS AND PRIVACY

1. No Expectation of Privacy

District personnel have no right or expectation of privacy or confidentiality in any message created, sent, received, deleted, or stored using the District e-mail system or any District-owned communication devices. All messages and any attachments on the District's computer network or other District-owned system or device are the property of the Gold Coast Transit District and may be accessed by authorized personnel. Employees of the District may not tell outside parties that their voicemail or email is private or confidential, since it may be accessed by us or by other employees as necessary. District electronic communications may be monitored as allowed by the Electronic Communications Privacy Act, the Federal Stored Communications Act, and any other applicable federal or State laws. Most communications among District personnel are not confidential communications. However, certain communications such as police investigations, personnel records, or attorney-client communications may be confidential or contain confidential information. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with the General Manager or District legal counsel.

2. No "Snooping"

It is a violation of this District policy for any District personnel to use the District's electronic communications systems or equipment for purposes of satisfying idle curiosity about the affairs of others. Abuse of authority by accessing another person's e-mail, text or voice messages without their knowledge or consent is prohibited. District personnel found to have engaged in such "snooping" may be subject to disciplinary action consistent with District policies.

3. Access Must Be Private

Notwithstanding the District's right to have authorized personnel access e-mail and other electronic messages, all electronic messages should be treated as confidential by other District personnel and accessed only by the intended recipient. District personnel are not authorized to retrieve, read or listen to any electronic messages that are not sent to them. Any exceptions must receive prior approval by the District General Manager or designee.

4. Use Caution with Confidential Information

All District personnel must exercise a greater degree of caution in sending confidential information on the District's electronic communications systems than they take with other media because of the risk that such information may be copied and/or retransmitted. When in doubt, **DO NOT USE E-MAIL, TEXT MESSAGING OR VOICEMAIL as a means of communication.** Furthermore, the use of passwords for security does not guarantee confidentiality.

5. Personal E-mail Accounts and Official District Records

The use of personal e-mail accounts to transmit messages regarding District business should be avoided by all District personnel. In the event that messages regarding District business are received by District personnel through their personal e-mail accounts, District personnel shall either: (a) copy ("cc") any communication from the personal electronic messaging account to a District electronic messaging account; or (b) forward the associated electronic communication to a District account no later than 10 days after the original creation or transmission of the electronic communication. E-mail messages in personal accounts that discuss District business may be considered Official District Records that are subject to the Public Records Act and records retention laws. Determining if an e-mail in a personal account is a public record will involve an examination of several factors, including: (a) the content of the record itself; (b) the context in, or purpose for which, the record was written; (c) the audience to whom the record was directed; (d) the purpose of the record; and (e) whether the record was prepared by District personnel acting or purporting to act within the scope of his or her employment.

District personnel are requested to use only their District e-mail accounts for sending/receiving e-mails regarding District business. District personnel shall ask persons sending electronic communications regarding District business to their personal account to instead utilize their District account. District personnel shall ask persons sending an electronic communication regarding non-District business to employee's personal or non-District electronic messaging account.

RECORD RETENTION AND DISCLOSURE

Electronic communications are a business tool which shall be used in accordance with generally accepted business practices and all Federal and State laws, including the California Public Records Act, to provide an efficient and effective means of interagency communications. Under most circumstances, communications sent electronically are public records, subject to disclosure under the Public Records Act and subject to records retention laws applicable to public agencies, including special Districts.

1. **Electronic Messages as Official District Records**

The District's e-mail, text messaging and voice mail systems are tools used for the temporary transport of communication, and as methods to send or receive correspondence. If an e-mail message or text message, including any attachments, can be considered an Official District Record, as defined by this Policy (*"any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics"*), such messages must be preserved for the legally required time period in accordance with the District's Records Retention Policy.

2. **Automatic Deletion of E-mail**

The District's e-mail management system automatically deletes District e-mails, including any text messages that become e-mails, which are more than **ninety (90)** days old from all Outlook folders of each District e-mail user. E-mail in "Deleted" and "Inbox" and "Sent" folders will be automatically removed after **ninety (90)** days.

3. **Managing Your District E-mail**

Individual District personnel are responsible for the management of their mailboxes and associated folders on a daily basis. To ensure maximum efficiency in the operation of the e-mail system, District personnel are directed to delete e-mail messages that are not Official District Records from their inboxes on a daily basis. Examples of such messages are personal e-mails, e-mail advertisements, announcements, or newsletters received via e-mail. If e-mail messages that are not Official District Records are necessary for transitory work, preliminary drafts, preparation of work product or personal notes, District personnel are directed to either print the e-mail and maintain the paper copy or create a PDF version of the e-mail (print to PDF) and store the file in an electronic folder on the District's network drive. If you need assistance, contact the GCTD IT Manager.

E-mail messages (including any attachments) that are Official District Records shall be preserved by one of the following methods:

- (A) Print the e-mail and place the printed copy in the appropriate file.
- (B) E-mail should not be stored on portable media (CDs, DVDs, thumb drives, etc.). Electronically move the e-mail out of the District's e-mail system and store it on

a network drive. Contact the Management Information Systems Department for available options.

It is the responsibility of individual District personnel to determine if an e-mail message is an Official District Record which must be retained in accordance with the District's Record Retention Policy. Below is a general guideline that can help you make the correct determination. Human Resources & Risk Manager can also assist you in making such a determination.

<i>E-mail Messages Generally Considered as Public Records (Retention)</i>	<i>E-mail Messages Generally NOT Considered as Public Records</i>
<ul style="list-style-type: none"> ❖ E-mail that is created or received in connection with official District business. <i>(Example: A request to add a consent calendar item to the Board of Directors meeting agenda.)</i> ❖ E-mail that shows how a District policy was created, or how a decision was made by District staff and/or the Board of Directors. <i>(Example: Messages between District personnel regarding the need for an e-mail retention policy.)</i> ❖ E-mail that begins, authorizes, or completes an item or a transaction of official District business. <i>(Example: Messages transmitting applications for review of improvement plans.)</i> ❖ E-mail that documents significant official decisions or commitments reached verbally (person-to-person, by phone or in conference) and not otherwise documented in District files. <i>(Example: Messages describing informal negotiations with property owners.)</i> 	<ul style="list-style-type: none"> ➤ Personal messages and announcements not related to official District business. <i>(Example: Announcements of birthday celebrations or invitations to lunch.)</i> ➤ "Spam" e-mails, advertisements, "junk" e-mails. ➤ Duplicate documents (copies or excerpts – not originals) distributed by e-mail for convenience or reference. <i>(Example: Copies of a staff meeting agenda distributed via e-mail and also provided in hard copy.)</i> ➤ E-mails that include preliminary draft information, or have draft documents attached, if the drafts are not retained in the ordinary course of business after the final document is prepared. (Gov. Code § 6254, subd. (a).) <i>(Example: Draft versions of an agenda report that are discarded after the final report is prepared and incorporates all of the draft versions and comments.)</i>

4. E-Mail Attachments

Attachments to e-mail messages should be retained or disposed of according to the content of the attachment itself, not according to the e-mail transmitting the attachment. Many e-mail attachments are simply duplicates of existing documents or are draft versions of documents that are not retained by the District after the final version of the document is complete. If you need help in determining whether an attachment to an e-mail message must be retained, please contact the Human Resources & Risk Manager.

5. Preserving Electronic Messages

Public Records Act Requests, Subpoenas, Claims, and Potential Claims Against the District

Periodically, the District receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents. In the event such a request or demand includes electronic messages, District personnel who have control over or access to any such messages, once they become aware of the request or demand, shall use their best efforts, by reasonable means available, to temporarily preserve any such message until it is determined whether the message is subject to preservation, public inspection or disclosure. District personnel must contact the Human Resources & Risk Manager regarding any such messages that are within their control.

VIOLATIONS

Any person found to have violated this policy may have his or her access to District e-mail, text messaging or other means of electronic communication on District equipment limited or revoked completely. District personnel who violate this policy may be subjected to formal disciplinary action up to and including termination from District employment.

ELECTRONIC COMMUNICATION USAGE AND RETENTION POLICY ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge that I have received a copy of the District's "**Electronic Communication Usage and Retention Policy**." I understand that it contains important information on the District's policies regarding the use of the District's Electronic Communication Systems and my obligations and responsibilities as a non-union (non-represented) employee, contract employee, volunteer or other non-employees.

I acknowledge that I have read, understand and promise to adhere to the District's **Electronic Communication Usage and Retention Policy**. I understand that the provisions in the Policy govern my use of the District's Electronic Communication Systems and that the District, in its sole and absolute discretion, may change, rescind, or add to this Policy from time to time, with or without prior notice to me.

Print Name

Signature

Department Title & Employee Number

Date

This document shall be signed and placed in the Human Resources and Employee's files.



FRAGRANCES & SCENTED PRODUCTS

STATEMENT OF POLICY

To protect employees and clients with allergies or scent sensitivities, we ask that you ~~refrain from~~ minimize wearing or using discernible perfume, cologne, essential oils, or other scented products.

Approved by the GCTD Board of Directors October 7, 2020
[Approved by the GCTD Board of Directors March 1, 2023](#)



FRAGRANCES & SCENTED PRODUCTS

STATEMENT OF POLICY

To protect employees and clients with allergies or scent sensitivities, we ask that you minimize wearing or using discernible perfume, cologne, essential oils, or other scented products.

Approved by the GCTD Board of Directors October 7, 2020
Approved by the GCTD Board of Directors March 1, 2023



HARASSMENT, DISCRIMINATION, BULLYING AND RETALIATION PREVENTION POLICY

ALL UNLAWFUL HARASSMENT, DISCRIMINATION, AND BULLYING!

Gold Coast Transit District (GCTD) is committed to providing a workplace that is free from prohibited harassment, discrimination, retaliation and bullying. GCTD strictly prohibits and does not tolerate harassment, discrimination, retaliation and bullying against employees and other covered persons (as defined below) by 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).
- Religion (including, religious belief, observance and dress or grooming practices).
- Creed.
- National origin, including 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.
- 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.
- Family care.
- Sex, including:
 - pregnancy;
 - childbirth;
 - breastfeeding or medical conditions related to breast-feeding; and
 - medical conditions related to pregnancy or childbirth;
 - sex stereotype.
- 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.
- Transgender status (including transitioning employees)
- Sexual orientation, including heterosexuality, homosexuality, bisexuality or other orientations.
- Military or veteran status (including being a qualified disabled veteran).
- Protected medical leaves (including a request for or approval of leave under applicable leave of absence laws).
- Domestic Violence Victim Status.
- Political affiliation.
- Status as an unpaid intern or volunteer.
- or any other characteristic protected under applicable federal, state, or local law.

The bullet points above are collectively referred to as “Protected Characteristics”. GCTD also prohibits and does not tolerate prohibited harassment, discrimination, retaliation and bullying against employees who are perceived to have any of these Protected Characteristics or who associate with a person who has, or is perceived to have, any of these Protected Characteristics. Harassment, discrimination, retaliation and bullying can occur in the workplace, after hours, or on social media. As such, this policy extends to conduct with a

connection to employees' work, even when the conduct takes place away from our premises. Conduct that violates this policy should always be reported and will not be tolerated by GCTD.

COVERED PERSONS:

For purposes of anti-harassment, discrimination, retaliation and bullying, covered persons protected by law include employees, applicants, unpaid interns, volunteers, and independent contractors and volunteers, or anyone else involved in the operation of GCTD. GCTD will not tolerate discrimination by any employee (including supervisors, managers or co-workers), volunteer, intern, or independent contractor of GCTD, or by any outside persons in contact with our employees, volunteers, interns, and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

SUPERVISORS RESPONSIBILITIES:

Supervisors and managers who observe harassing, discriminatory, retaliatory or otherwise prohibited or unlawful conduct, or bullying, or who receive any complaints of misconduct must report the conduct or complaint to GCTD's Human Resources Department so that an investigation can be made, and corrective action taken, if appropriate.

COMPLAINT PROCEDURE - INTERNAL

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly report the conduct, either orally or in writing. You may speak to, write, or contact any of the following resources at GCTD:

- Your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor/the Department Director or GCTD's General Manager.
- The Human Resources Director or Manager.

Any supervisor who receives a complaint of discrimination or harassment must immediately report that complaint to the Human Resources Director or Manager. Although not mandatory, a Complaint Form is available at GCTD's Human Resources Department to make your complaint if you wish to use it.

You are encouraged to report conduct that you believe may be prohibited discrimination, harassment, bullying or retaliation (or that, if left unchecked, may rise to the level of prohibited discrimination, harassment, bullying or retaliation), even if you are not sure that the conduct violates the policy.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. Anonymous complaints will also be investigated. However, GCTD's ability to investigate may be hindered if an anonymous complaint does not include sufficient details to conduct a thorough investigation.

GCTD's Human Resources Department will ensure that a fair, timely, and thorough investigation is conducted by qualified personnel in an impartial manner that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. GCTD will also take appropriate remedial action to prevent future instances of wrongful conduct. GCTD's Human Resources Department will maintain appropriate documentation and tracking to ensure reasonable progress is made. GCTD will

also take appropriate remedial action during the pendency of the investigation process to prevent future instances of wrongful conduct, in light of the circumstances involved.

All personnel must fully cooperate in the investigation process. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.

At the close of the investigation, GCTD's Human Resources Department will consider appropriate options for remedial actions and resolutions. If misconduct is found, GCTD's Human Resources Department shall take prompt, corrective action to resolve the complaint, as appropriate. GCTD's Human Resources Department will maintain confidentiality to the extent possible and will be as discreet as possible throughout the investigation process. You may be informed of the general results of the investigation, but due to GCTD's obligation to maintain confidentiality and honor the privacy rights of all employees, you may not receive specific details of the investigation or be entitled to learn about any disciplinary or remedial actions taken.

GCTD's Human Resources Department is committed to enforcing this policy. The effectiveness of our efforts depends in part on employees telling us about inappropriate workplace conduct. If you feel that you or someone else may have been subjected to conduct that violates this policy, you should report it immediately. If employees do not report harassing, discriminatory, retaliatory or bullying conduct, GCTD's Human Resources Department may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

COMPLAINT PROCEDURE - EXTERNAL

If you are subjected to any conduct that you believe violates this policy, you may file a complaint of discrimination with the Civil Rights Department ("CRD") California Department of Fair Employment and Housing (DFEH) or the federal Equal Employment Opportunity Commission (EEOC) within one year of the harassment, discrimination or retaliation. The ~~DFEH~~CRD/EEOC serve as a neutral fact-finder and helps the parties voluntarily resolve disputes.

For more information, contact the Civil Rights Department ("CRD") ~~DFEH~~ toll free at (800) 884-1684 or visit <http://www.dfeh.ca.gov/> ~~https://calcivilrights.ca.gov/~~

Employees can also file a complaint with the federal Equal Employment Opportunity Commission (EEOC). For more information, contact the EEOC toll free at (800) 669-4000 or visit <http://www.eeoc.gov/>.

You may not be retaliated against for opposing harassment or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by GCTD's Human Resources Department, the ~~DFEH~~CRD, the ~~Fair Employment and Housing~~Civil Rights Council (CRD), or the EEOC.

NO RETALIATION:

No one will be subject to, and GCTD's Human Resources Department 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 or discrimination 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 GCTD's Human Resources Department policy prohibiting retaliation, please refer to Gold Coast Transit's Anti-Retaliation Policy or contact the Human Resources Department.

VIOLATIONS OF THIS POLICY: Any employee, regardless of position or title, whom GCTD's Human Resources Department determines has subjected an individual to harassment, discrimination, bullying or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

ADMINISTRATION OF THIS POLICY:

The Human Resources Department is responsible for the administration of this policy. If you have any questions regarding this policy or questions about harassment, discrimination, bullying, or retaliation that are not addressed in this policy, please contact the GCTD's Human Resources Department.

TRAINING:

As part of GCTD's commitment to providing a harassment-free workplace, we provide and require training for all of our employees. This training is provided within six months of hire (or promotion to a management position), and once every two years thereafter. The training covers not only sexual harassment prevention, but also prevention of all other forms of prohibited harassment, discrimination, retaliation and abusive conduct (bullying). While it is nearly impossible to prevent all forms of employee conflict in any business, GCTD believes that training our employees how to recognize and prevent harassment, discrimination, retaliation and abusive conduct goes a long way toward eliminating prohibited conduct in our workplace.

EMPLOYEES COVERED UNDER A COLLECTIVE BARGAINING AGREEMENT:

The employment terms set out in this policy work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with GCTD. Employees should consult the terms of their collective bargaining agreement. Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with GCTD, employees should refer to the specific terms of the collective bargaining agreement, which will control.

CONDUCT NOT PROHIBITED BY THIS POLICY:

This policy is not intended to restrict communications or actions protected or required by local, state or federal law.

Approved by the GCTD Board of Directors on October 7, 2020

[Approved by the GCTD Board of Directors on March 1, 2023](#)



**HARASSMENT, ~~DISCRIMINATION~~DISCRIMINATION,
BULLYING AND RETALIATION PREVENTION POLICY
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 Harassment, Discrimination, Bullying, and Retaliation Prevention Policy, dated
~~October 7, 2020~~ March 1, 2023 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.

Signature

Printed Name

Date



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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 GCTD's Human Resources Department policy prohibiting retaliation, please refer to Gold Coast Transit's Anti-Retaliation Policy or contact the Human Resources Department.

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CONDUCT NOT PROHIBITED BY THIS POLICY:

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Approved by the GCTD Board of Directors on October 7, 2020

Approved by the GCTD Board of Directors on March 1, 2023



**HARASSMENT, DISCRIMINATION, BULLYING AND
RETALIATION PREVENTION POLICY
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 Harassment, Discrimination, Bullying, and Retaliation Prevention Policy, dated
March 1, 2023 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.

Signature

Printed Name

Date



USE OF THE INTERACTIVE PROCESS TO REASONABLY ACCOMMODATE DISABLED INDIVIDUALS' AND RELIGIOUS BELIEFS AND PRACTICES

Gold Coast Transit District (GCTD) is committed to principles of equal opportunity for all job applicants and employees. GCTD does not engage in impermissible discrimination based on any protected characteristic, including among others, an individual's disability or religious beliefs or practices (see GCTD's EEO policy for the complete list of Protected Characteristics). GCTD will make reasonable accommodations that are necessary to comply with the local, state and federal disability anti-discrimination and religious accommodation laws. This means that GCTD will make reasonable accommodations for the known physical or mental disability or known medical condition or religious beliefs or practices of an applicant or employee, consistent with its legal obligations to do so.

As part of its commitment to make reasonable accommodations, GCTD will participate in a timely, good faith, interactive process with the affected applicant or employee to determine what, if any effective reasonable accommodations can be made in response to any request for accommodations or should GCTD become aware of the need for an accommodation through a third party or by observation, or as otherwise required by applicable law, unless doing so would cause an undue hardship to GCTD.

Applicants and employees are invited to identify reasonable accommodations that can be made to assist them to perform the essential functions of the position they seek or occupy.

They should contact the Human Resources Department as soon as possible to request the opportunity to participate in a timely interactive process. By working together in good faith, GCTD will implement any reasonable accommodations that are appropriate and consistent with its legal obligations.

ACCOMMODATION PROCESS:

1. Modified Work Duties: A work restriction that modifies an employee's primary job duties requires an interactive accommodation meeting with the employee, the department director and human resources. A union steward and/or a third-party neutral may also be present. The meeting is to determine if any effective reasonable accommodations can be made to assist an affected applicant or employee in performing the essential functions of the position, without causing an undue hardship to GCTD. A meeting can also be made in response to a request for accommodations.

2. Alternative Work Detail: GCTD may provide alternative work for employees who are unable to perform their primary job duties at its discretion when such work is needed, available and budgeted, and doing so will not cause an undue hardship to GCTD.

2-3. Leave of Absence: In certain instances a leave of absence may be a reasonable accommodation. GCTD will review specific circumstances to determine whether this is an appropriate accommodation.



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REMOTE WORK

STATEMENT OF POLICY

~~Based on the State of California Stay at Home Order California, This Policy will be Temporarily Placed into Effect. The GM will be reviewing continuing Circumstances.~~

GCTD will permit eligible employees to work remotely up to two (2) days per workweek when their job duties would permit remote work and GCTD believes it would be beneficial to the employee as well as to GCTD. GCTD retains the right in its sole and absolute discretion to designate appropriate positions for telecommuting and approve employees for telecommuting.

Telecommuting does not change your at-will employment status, the conditions of employment or compliance with legal requirements as well as all GCTD policies and procedures. GCTD reserves the right to revise or terminate any previously-approved telecommuting arrangement at any time, without cause or advance notice. Telecommuting is a privilege and may not be appropriate for all employees or job positions.— An employee's eligibility to work remotely will vary depending on department needs. GCTD's General Manager and the employee's Department Director will determine employee eligibility for remote work. Telecommuting arrangements may also be approved as a reasonable accommodation in the event of a medically-certified disability if it does not cause an undue hardship on GCTD. Additionally, telecommuting arrangements may be approved in certain instances where an employee has been temporarily excluded from the workplace due to a medical condition but is physically able to work.

Your job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular office worksite. Your supervisor reserves the right to assign work as necessary at any worksite. You may be required to return to GCTD's work location upon notice from GCTD. Your remote work status will be evaluated on an ongoing basis to ensure that your work quality, efficiency, and productivity are not compromised by the telecommuting arrangement, and/or based upon current CDC recommendations or public conditions. Your option to work remotely is subject to the following conditions:

1. **Schedule.** Unless otherwise approved by your direct supervisor in writing, your hours and days of work will not change. You are expected to maintain your typical days and hours of work while working remotely. You must obtain advance approval of your supervisor to alter your schedule. Regardless of the reason, any schedule changes must be made in accordance with our established attendance policy. This includes any request for partial or extended time off due to unexpected illness or injuries, personal leave, or other reasons for absence from work.

2. **Focus on Work Activities.** You are expected to devote your full professional time, commitment, and best efforts to your usual work duties, unless modifications to your workload or schedule are approved by your supervisor in writing and in advance. You acknowledge that non-work related activities during your scheduled work hours are prohibited while telecommuting, including, but not limited to caring for your family (unless you have requested and

been approved for family care leave), household tasks, personal activities, work for other employers, etc. The same level of productivity of working in person is expected.

3. **Required Office/Client Work.** You are expected to attend all required meetings and to be present at your usual GCTD location, or another GCTD-designated location, upon request. Client, vendor or co-worker meetings and non-business visitors, unless pre-approved by your supervisor, must be scheduled at a GCTD location and may not be scheduled at your home.

4. **Overtime (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you may not work overtime without first seeking and obtaining approval of your direct supervisor in accordance with our established policies.

5. **Meal and Rest Periods (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you understand and agree to take all required duty-free and uninterrupted rest and meal periods during your workday pursuant to GCTD's policies on duty-free meal and rest periods and any other approved break time.

6. **Timekeeping (Non-Exempt Employees).** If you are categorized as a non-exempt (hourly) employee, you must record all time worked and all meal breaks taken on GCTD's timekeeping records, using current timesheets.

7. **Use of Vacation or Sick Leave.** You must request approval to use vacation, sick, or any other personal leave as required in GCTD's employee manual, in the same manner as when working at your regular GCTD work location.

8. **Workplace Safety, Illness & Injury.** You agree to maintain a safe, secure, and ergonomic alternate worksite. You are solely responsible for ensuring the safety of your alternative worksite, and you may be held personally responsible for any injuries resulting from a serious or willful condition in your alternative worksite. While telecommuting, you are protected by GCTD's workers' compensation insurance. As such, you are required to report any injuries that occur while working in any alternative worksite *as soon as possible* under the circumstances (in most instances, this should be no later than twenty-four (24) hours after the injury). You also are liable for any injuries that occur to third parties at or around your alternative worksite. You agree to defend and indemnify and hold GCTD harmless for injury to third parties at your alternate worksite. GCTD reserves the right to investigate all circumstances associated with third-party claims.

9. **GCTD Resources & Equipment.** GCTD will work with you on an as-needed basis to assign and provide GCTD equipment as needed to perform your remote work. You are responsible for the security and good condition of GCTD-issued resources. You agree to protect GCTD-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. You agree to report to your supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity. You understand that all equipment, records, and materials provided by GCTD shall remain the property of GCTD. GCTD will provide, or will work with you to obtain, any equipment necessary to perform your job duties. You will maintain and pay the costs of any additional equipment you choose to use beyond that required for your position. GCTD accepts no responsibility for damage or repairs to your personal equipment. Other household members or anyone else may not use GCTD's equipment and software. GCTD-owned software may not be duplicated except as formally authorized.

10. **Accessibility & Responsiveness.** During any telecommute work hours, you agree to: (1) remain accessible by e-mail and telephone during your usual work schedule; (2) check in with your direct supervisor as necessary to discuss status and open issues; (3) be available for teleconferences, scheduled on an as-needed basis; (4) be available to come into the office if a

business need arises; and (5) abide by the directives of your supervisor(s) as well as the rules and policies established by GCTD. If your responsiveness and accessibility is not maintained, your work from home privileges can be revoked by your manager or supervisor.

30. Approved by the GCTD Board of Directors on October 7, 2020
Approved by the GCTD Board of Directors on March 1, 2023



REMOTE WORK

STATEMENT OF POLICY

GCTD will permit eligible employees to work remotely when their job duties would permit remote work and GCTD believes it would be beneficial to the employee as well as to GCTD. GCTD retains the right in its sole and absolute discretion to designate appropriate positions for telecommuting and approve employees for telecommuting.

Telecommuting does not change your at-will employment status, the conditions of employment or compliance with legal requirements as well as all GCTD policies and procedures. GCTD reserves the right to revise or terminate any previously-approved telecommuting arrangement at any time, without cause or advance notice. Telecommuting is a privilege and may not be appropriate for all employees or job positions. An employee's eligibility to work remotely will vary depending on department needs. GCTD's General Manager and the employee's Department Director will determine employee eligibility for remote work. Telecommuting arrangements may also be approved as a reasonable accommodation in the event of a medically-certified disability if it does not cause an undue hardship on GCTD. Additionally, telecommuting arrangements may be approved in certain instances where an employee has been temporarily excluded from the workplace due to a medical condition but is physically able to work.

Your job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular office worksite. Your supervisor reserves the right to assign work as necessary at any worksite. You may be required to return to GCTD's work location upon notice from GCTD. Your remote work status will be evaluated on an ongoing basis to ensure that your work quality, efficiency, and productivity are not compromised by the telecommuting arrangement, and/or based upon current CDC recommendations or public conditions. Your option to work remotely is subject to the following conditions:

1. **Schedule.** Unless otherwise approved by your direct supervisor in writing, your hours and days of work will not change. You are expected to maintain your typical days and hours of work while working remotely. You must obtain advance approval of your supervisor to alter your schedule. Regardless of the reason, any schedule changes must be made in accordance with our established attendance policy. This includes any request for partial or extended time off due to unexpected illness or injuries, personal leave, or other reasons for absence from work.

2. **Focus on Work Activities.** You are expected to devote your full professional time, commitment, and best efforts to your usual work duties, unless modifications to your workload or schedule are approved by your supervisor in writing and in advance. You acknowledge that non-work related activities during your scheduled work hours are prohibited while telecommuting, including, but not limited to caring for your family (unless you have requested and been approved for family care leave), household tasks, personal activities, work for other employers, etc. The same level of productivity of working in person is expected.

3. **Required Office/Client Work.** You are expected to attend all required meetings and to be present at your usual GCTD location, or another GCTD-designated location, upon request. Client, vendor or co-worker meetings and non-business visitors, unless pre-approved by your supervisor, must be scheduled at a GCTD location and may not be scheduled at your home.

4. **Overtime (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you may not work overtime without first seeking and obtaining approval of your direct supervisor in accordance with our established policies.

5. **Meal and Rest Periods (Non-Exempt Employees).** If you are classified as a non-exempt (hourly) employee, you understand and agree to take all required duty-free and uninterrupted rest and meal periods during your workday pursuant to GCTD's policies on duty-free meal and rest periods and any other approved break time.

6. **Timekeeping (Non-Exempt Employees).** If you are categorized as a non-exempt (hourly) employee, you must record all time worked and all meal breaks taken on GCTD's timekeeping records, using current timesheets.

7. **Use of Vacation or Sick Leave.** You must request approval to use vacation, sick, or any other personal leave as required in GCTD's employee manual, in the same manner as when working at your regular GCTD work location.

8. **Workplace Safety, Illness & Injury.** You agree to maintain a safe, secure, and ergonomic alternate worksite. You are solely responsible for ensuring the safety of your alternative worksite, and you may be held personally responsible for any injuries resulting from a serious or willful condition in your alternative worksite. While telecommuting, you are protected by GCTD's workers' compensation insurance. As such, you are required to report any injuries that occur while working in any alternative worksite *as soon as possible* under the circumstances (in most instances, this should be no later than twenty-four (24) hours after the injury). You also are liable for any injuries that occur to third parties at or around your alternative worksite. You agree to defend and indemnify and hold GCTD harmless for injury to third parties at your alternate worksite. GCTD reserves the right to investigate all circumstances associated with third-party claims.

9. **GCTD Resources & Equipment.** GCTD will work with you on an as-needed basis to assign and provide GCTD equipment as needed to perform your remote work. You are responsible for the security and good condition of GCTD-issued resources. You agree to protect GCTD-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. You agree to report to your supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity. You understand that all equipment, records, and materials provided by GCTD shall remain the property of GCTD. GCTD will provide, or will work with you to obtain, any equipment necessary to perform your job duties. You will maintain and pay the costs of any additional equipment you choose to use beyond that required for your position. GCTD accepts no responsibility for damage or repairs to your personal equipment. Other household members or anyone else may not use GCTD's equipment and software. GCTD-owned software may not be duplicated except as formally authorized.

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Approved by the GCTD Board of Directors on October 7, 2020
Approved by the GCTD Board of Directors on March 1, 2023



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 discipline or terminate employees for any reason we deem necessary and appropriate 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) Sexual or other harassment, bullying, retaliation or discrimination of any kind, against another employee or anyone else affiliated with the District, such as customers and vendors.
- (B) Theft, misappropriation, or unauthorized possession, removal or use of property, equipment, materials, documents or records belonging to the District, a District customer or another employee.
- (C) Damaging property or materials belonging to the District, a District customer or another employee.
- (D) Violating security, safety or fire prevention rules or regulations.
- (E) Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
- (F) Smoking or vaping in unauthorized areas or smelling of smoke or tobacco in the workplace or while representing the District.
- (G) Unauthorized possession of a weapon or other dangerous materials on District premises or while representing the District.
- (H) Gambling or loan sharking on District premises or by using District resources.
- (I) Using or possessing alcoholic beverages, marijuana, or illegal narcotics or drugs on District premises, in District vehicles or in vehicles being driven on District business or while representing the District, or reporting to work under the influence of intoxicants or drugs (whether unlawful or not) that interfere with job performance, or misusing prescription or other lawful drugs.
- (J) Misuse, falsification or alteration of any employment or District reports or records, such as job applications, medical or employment history, personnel records, pay records, time records, customer or vendor documents, absence or illness reports, accident reports or injury claims.

GOLD COAST TRANSIT DISTRICT

- (K) Insubordination or refusal to follow management instructions, or refusal or unwillingness to accept a job assignment or to perform job requirements.
- (L) Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, abuse of leave benefits.
- (M) Leaving District premises without permission during regularly-scheduled work hours, unauthorized absence from your assigned work area during regularly-scheduled work hours, or leaving the premises without recording your departure on your time records.
- (N) Working unauthorized overtime, working off the clock or being on District premises when you are not scheduled to work.
- (O) Sleeping, loitering, wasting time or interfering with the work of others during regular work hours.
- (P) Engaging in excessive personal calls, text messaging, instant messaging, social media activity or other non-work activities during work hours, or taking excessive break time to do so.
- (Q) Gossiping, bullying others, defaming other personnel or our District, disrespectful or rude treatment of others.
- (R) Rude, discourteous or unprofessional behavior, creating a disturbance on District premises or creating discord with customers, fellow employees or other District representatives, use of profanity or abusive language, striking or hitting another employee.
- (S) Unlawful conduct impacting our District in any manner, whether committed on or off the job.
- (T) Conduct on or off District premises which adversely affects the District's services, property, reputation or goodwill in the community, or interferes with job performance.
- (U) Obtaining confidential information pertaining to the District or to the customers, employees or other representatives of the District without authorization to do so.
- (V) Divulging confidential or proprietary information or trade secrets to any person or entity except in the course of performing duties as an employee of the District and with the District's consent.
- (W) Failure to report an injury, illness or accident (including a workers' compensation injury or illness), failure to report harassment or failure to report unsafe conditions in the workplace.
- (X) Taking or giving bribes or gifts of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position or benefit.
- (Y) Entering or leaving District premises or removing any District information or materials at any time without authorization.
- (Z) Refusal to execute District documents or participate in District investigations required as a condition of employment.
- Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by the District at any time.
- ~~(A) Disclosure of information regarding conflicts, investigations, or other management level handling of cases involving employees;~~

~~(B)~~(AA) Not abiding by the District's Procurement Ethics Code;

~~(C) Failure to protect District's sensitive confidential information;~~

~~(D) Performing or encouraging non-conformance with applicable governmental laws, rules and regulations;~~

~~(E) 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 on the District property at any time;~~

~~(BB)~~

- ~~• Being insubordinate and/or unfairly treating others;~~
- ~~• Using or abusing District's time, property, materials, or equipment without authorization;~~
- ~~• 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.

Approved by the GCTD Board of Directors on January 8, 2020

Approved by the GCTD Board of Directors on February 2, 2022

Approved by the GCTD Board of Directors on March 1, 2023

**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 ~~February 2, 2022~~ March 1, 2023, 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.

Approved by the GCTD Board of Directors on January 8, 2020

Approved by the GCTD Board of Directors on February 2, 2022

Approved by the GCTD Board of Directors on March 1, 2023



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 discipline or terminate employees for any reason we deem necessary and appropriate. The following is a non-exhaustive list of conduct that may violate this Policy:

- (A)** Sexual or other harassment, bullying, retaliation or discrimination of any kind, against another employee or anyone else affiliated with the District, such as customers and vendors.
- (B)** Theft, misappropriation, or unauthorized possession, removal or use of property, equipment, materials, documents or records belonging to the District, a District customer or another employee.
- (C)** Damaging property or materials belonging to the District, a District customer or another employee.
- (D)** Violating security, safety or fire prevention rules or regulations.
- (E)** Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
- (F)** Smoking or vaping in unauthorized areas or smelling of smoke or tobacco in the workplace or while representing the District.
- (G)** Unauthorized possession of a weapon or other dangerous materials on District premises or while representing the District.
- (H)** Gambling or loan sharking on District premises or by using District resources.
- (I)** Using or possessing alcoholic beverages, marijuana, or illegal narcotics or drugs on District premises, in District vehicles or in vehicles being driven on District business or while representing the District, or reporting to work under the influence of intoxicants or drugs (whether unlawful or not) that interfere with job performance, or misusing prescription or other lawful drugs.
- (J)** Misuse, falsification or alteration of any employment or District reports or records, such as job applications, medical or employment history, personnel records, pay records, time records, customer or vendor documents, absence or illness reports, accident reports or injury claims.

GOLD COAST TRANSIT DISTRICT

- (K)** Insubordination or refusal to follow management instructions, or refusal or unwillingness to accept a job assignment or to perform job requirements.
- (L)** Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, abuse of leave benefits.
- (M)** Leaving District premises without permission during regularly-scheduled work hours, unauthorized absence from your assigned work area during regularly-scheduled work hours, or leaving the premises without recording your departure on your time records.
- (N)** Working unauthorized overtime, working off the clock or being on District premises when you are not scheduled to work.
- (O)** Sleeping, loitering, wasting time or interfering with the work of others during regular work hours.
- (P)** Engaging in excessive personal calls, text messaging, instant messaging, social media activity or other non-work activities during work hours, or taking excessive break time to do so.
- (Q)** Gossiping, bullying others, defaming other personnel or our District, disrespectful or rude treatment of others.
- (R)** Rude, discourteous or unprofessional behavior, creating a disturbance on District premises or creating discord with customers, fellow employees or other District representatives, use of profanity or abusive language, striking or hitting another employee.
- (S)** Unlawful conduct impacting our District in any manner, whether committed on or off the job.
- (T)** Conduct on or off District premises which adversely affects the District's services, property, reputation or goodwill in the community, or interferes with job performance.
- (U)** Obtaining confidential information pertaining to the District or to the customers, employees or other representatives of the District without authorization to do so.
- (V)** Divulging confidential or proprietary information or trade secrets to any person or entity except in the course of performing duties as an employee of the District and with the District's consent.
- (W)** Failure to report an injury, illness or accident (including a workers' compensation injury or illness), failure to report harassment or failure to report unsafe conditions in the workplace.
- (X)** Taking or giving bribes or gifts of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position or benefit.
- (Y)** Entering or leaving District premises or removing any District information or materials at any time without authorization.
- (Z)** Refusal to execute District documents or participate in District investigations required as a condition of employment.

Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by the District at any time.

(AA) Not abiding by the District's Procurement Ethics Code;

(BB) Performing or encouraging non-conformance with applicable governmental laws, rules and regulations;

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.

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- 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.

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- 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.

Approved by the GCTD Board of Directors on January 8, 2020

Approved by the GCTD Board of Directors on February 2, 2022

Approved by the GCTD Board of Directors on March 1, 2023

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 March 1, 2023, 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.

Approved by the GCTD Board of Directors on January 8, 2020
Approved by the GCTD Board of Directors on February 2, 2022
Approved by the GCTD Board of Directors on March 1, 2023



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, independent contractors, customers –and anyone else on Gold Coast Transit District property or interacting with Gold Coast Transit District. 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.

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

[Approved by the GCTD Board of Directors on March 1, 2023](#)



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: _____



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Approved by the GCTD Board of Directors on June 3, 2015

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Dated: _____ Signed: _____



March 1, 2023

Item #5

TO GCTD Board of Directors
FROM Tanya Hawk, Buyer 
SUBJECT Report of Contracts Awarded.

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 February 2023 Board meeting.

RECOMMENDATION

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

GENERAL MANAGER'S CONCURRENCE



Vanessa Rauschenberger
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

Contracts/PO Awarded Report
March 2023

PO#	Vendor Name	Item Description	City	State	Cost
PROCUREMENT					
A0010272	COMPUWAVE, INC.	COMPUTER EQUIPMENT	WEST	CA	\$7,549.97
B0020102	MOBILE CREATE USA, INC.	HAND HELD RADIOS MONTHLY SERVICE	LAGUANA HILLS	CA	\$710.13
H0000012	LIGHTHOUSE SERVICES, LLC	HOTLINE SERVICES	BLUE BELL	PA	\$1,500.00
P0030279	GROUND PENETRATING RADAR SYSTEMS LLC	301 SURVEY	TOLEDO	OH	\$2,200.00
P0030280	RUBBER NECK SIGNS	INTERIOR CAR CARDS	OXNARD	CA	\$1,214.64
			Procurement Total		\$13,174.74
PARTS					
M0049577	MUNCIE RECLAMATION AND SUPPLY	LOCK WASHER & LOCK RING	MINNEAPOLIS	MN	23.93
M0049578	GILLIG LLC	SEAL, REAR INNER,Valve, Air Governor 110-130 PSI,GLASS, ENTRANCE, UPPER,Elbow, Silicone, DIPSTICK, TRANS OIL	LOS ANGELES	MN	\$940.69
M0049579	THE AFTERMARKET PARTS COMPANY, LLC	HOSE, HUMP 2.5" I.D.,WIPER, REAR OUTER,VALVE, EMERGENCY BRAKE RELEASE, SEAL, REAR AXLE OUTER,WIPER, OIL SEAL, OUTER, Rotor, Brake, GASKET, LUBE OIL COOLER COVER,WASHER, SEALING,BELT, A/C,MEG VALVE, FAN DRIVE	MINNEAPOLIS	MN	\$2,963.85
M0049580	CUMMINS PACIFIC LLC	UPPER HEAT EXCHANGE HOSE (COOLER)	LOS ANGELES	CA	\$237.10
M0049581	LOS ANGELES TRUCK CENTERS,LLC	SEAL, FRONT GEAR COVER OIL,SEAL, FRONT GEAR COVER OIL,SEAL, RECT RING, FILLER CAP,SENSOR, OXYGEN,HIGH TEMP HOSE,SPARK PLUG,CALIPER, RH BRAKE - REBUILT,CORE, CALIPER, LH BRAKE-REBILT, CORE, BELT, WATER PUMP, AIR DRYER DESICCANT CARTRIDGE,CORE COOLER, NUT, LOCK	PASADENA	CA	\$4,729.77
M0049582	LOS ANGELES TRUCK CENTERS,LLC	FILTER, SECONDARY FUEL	PASADENA	CA	\$1,068.33
M0049583	N/S CORPORATION	RO CARTRIDGE FILTER 5 MICRON 200640,RO CARTRIDGE FILTER 10 MICRON CARBON 200663, RO CARTRIDGE FILTER 1 MICRON 200639	INGLEWOOD	CA	\$133.36
M0049585	CALIFORNIA HOSE, INC	A 49" 2SN-20 20FJ E/E, 1-1/4' R2AT HYDRAULIC HOSE,1-1/4' F.JIC X 1-1/4' 4 WIRE HOSE FIT, 42" 3500-20 20FJ E/E,1-1/4' F.JIC X 1-1/8' HOSE FITTING,HYD HOSE 100R5, 76" 3500-20 20FJ E/E, HYD HOSE 100R5, 1-1/4' F.JIC X 1-1/8' HOSE FITTING, 1-1/4' F.JIC X 1-1/8' HOSE FITTING	OXNARD	CA	\$1,590.95
M0049586	GILLIG LLC	CLUTCH ASSY, A/C COMPR	LOS ANGELES	CA	\$4,412.69
M0049587	OCEAN HONDA	REPAIR 1501 - LABOR AND PARTS	OXNARD	CA	\$1,576.00
M0049588	LOS ANGELES TRUCK CENTERS,LLC	SEAL W/SLEEVE, FRONT CRANKSHAFT, VALVE COVER, COVER, GEAR, SPARK PLUG,SENSOR, OXYGEN,KIT, SEAL, AIR DRYER PURGE VALVE KIT	PASADENA	CA	\$4,542.12
M0049589	THE AFTERMARKET PARTS COMPANY, LLC	O RING, BRAKE SHOE,SOLENOID, EXIT DOOR, VALVE, AIR TANK DRAIN, SWITCH, KNEELING TOGGLE, BELT, A/C,ELBOW 90*, DUAL PORT, PTC,TENSIONER, W/P BELT,CLAMP, SILICONE 4in ID CAC	MINNEAPOLIS	MN	\$1,124.65
M0049590	GILLIG LLC	DRAIN PLUG,BLOW-OFF CAP DISCHARGE NOZZLE, PIVOT PIN, LAMP ASSY, AMBER MARKER/CLEARRENCE, SWITCH, WINDSHIELD, FILTER, HYDRAULIC, BRAKE PADS, SWITCH MIRROR, CONTROL, ADAPTOR,SIDE WINDSHIELD WASHER FULID HOSE, SPRING ENGINE DOOR.	LOS ANGELES	CA	\$2,331.94
M0049591	QC PACIFIC INC	Q CLEAN 30 GAL	SINGNAL HILL	CA	\$814.59
M0049593	SUPERIOR SANITARY SUPPLIES	CLEANING SUPPLIES	OXNARD	CA	\$67.07
M0049594	ASSI SECURITY INC	LABOR ALEX MALAVE, TRIP CHARGE	IRVINE	CA	\$675.00
M0049595	LOS ANGELES TRUCK CENTERS,LLC	OIL & ABS PER DRUM-55 GL DR, 55 GAL O/T TOP DRUM (RECON), EMANIFEST EPA FEE & ADMIN-SITE SPECIFIC MANIFESTS	LOS ANGELES	CA	\$680.37
M0049597	GILLIG LLC	A/C SEAL, LIP, A/C GASKET, FRONT SEAL PLATE, A/C SEAL, COMPRESSOR W/WIPES	LOS ANGELES	CA	\$1,083.40
M0049598	INTERSTATE BATTERIES	BATTERY INTERSTATE CORE	VENTURA	CA	\$1,950.99
M0049600	GREG'S PETROLEUM SERVICE, INC	VALVOLINE PREMIUM BLUE 9200 15W-40, TRANSMISSION OIL SYNTHETIC AND FEES	DELANO	CA	\$4,421.43
M0049601	GRAINGER	HYDRAULIC HOSE 1-1/8" - 25	PALATINE	IL	\$1,118.70
M0049602	GILLIG LLC	DRIVE LINE STRAP/BOLT KIT, SKIRT PANEL, FIXED CENTER, LAMP ASSY, REAR STEP LED, CYLINDER, AIR DOOR OPERATOR, CYLINDER AS, DRAIN PLUG, SWITCH, RHEOSTAT ELECTRONIC DIMMER	LOS ANGELES	CA	\$3,671.53
M0049604	THE AFTERMARKET PARTS COMPANY, LLC	LAMP, RED, REAR STOP/TAIL, TREADLE PIN KIT,SWITCH PUSH BUTTON, GAUGE, FUEL LOW PRESSURE,	MINNEAPOLIS	IL	\$173.28
M0049605	AMERICAN PLASTICS CORP	GUARD, LOWER #4, NF	CAMARILLO	CA	\$407.28
M0049607	SUPERIOR SANITARY SUPPLIES	CLEANING SUPPLIES	OXNARD	CA	\$1,036.59
M0049609	INFINITY CNG SERVICES, INC.	CALIBRATE & TEST CO SENSORS (MAINT BLDG),CALIBRATE & TEST CNG SENSORS (MAINT BLDG),CALIBRATE & TEST CNG SENSORS (FUEL BLDG).SYSTEM REPORT	PORTER RANCH	CA	\$1,225.00

Contracts/PO Awarded Report
March 2023

PO#	Vendor Name	Item Description	City	State	Cost
M0049610	INFINITY CNG SERVICES, INC.	CALIBRATE & TEST CO SENSORS (MAINT BLDG), CALIBRATE & TEST CNG SENSORS (FUEL BLDG), SYSTEM REPORT	PORTER RANCH	CA	\$700.00
M0049613	GILLIG LLC	A/C SEAL, LIP, A/C GASKET, FRONT SEAL PLATE, A/C SEAL, COMPRESSOR W/WIPES,A/C SEAL, COMPRESSOR W/ WIPES	LOS ANGELES	CA	\$1,083.40
M0049614	THE AFTERMARKET PARTS COMPANY, LLC	RADIUS ROD FRONT	MINNEAPOLIS	IL	\$1,911.58
M0049615	GILLIG LLC	LAMP ASSY, AMBER MARKER/CLEARANCE, REGULATOR, PRESSURE, BALVE, 12VDC,DECAL, EMERGENCY INSTRUCTION LOCATION, FITTING UNON 9/16-18, CAPSCREW,ABS TONE RING, FILTER ASM, HYDRAULIC, CYLINDER, ASSY AIR DOOR OPERATOR	LOS ANGELES	CA	\$3,734.10
M0049617	LOS ANGELES TRUCK CENTERS,LLC	SCREW, HEX FLANGE HEAD CAP, HARNESS, ENGINE, TUBE, COMP WATER INLET	LOS ANGELES	CA	\$2,240.27
M0049618	VENTURA COUNTY AUTO SUPPLY	AIR FILTER, CABIN (NISSAN LEAF)	OXNARD	CA	\$23.14
M0049622	GREG'S PETROLEUM SERVICE, INC	VALVOLINE PREMIUM BLUE 9200 15W-40, TRANSMISSION OIL SYNTHETIC AND FEES	DELANO	CA	\$4,292.53
M0049623	GRAINGER	HYDRAULIC HOSE 3/16", 50 FT	PALATINE	CA	\$672.29
M0049625	INTERSTATE BATTERIES	BATTERY - INTERSTATE AND FEES	VENTURA	CA	\$530.91
M0049626	CALIFORNIA HOSE, INC	HOSES & FITTINGS (TAXABLE) AND 28" TSC-12 12FJ E/E	OXNARD	CA	\$528.59
Parts Total					\$59,493.49
Grand Total					\$72,668.23
Local (Ventura County)					\$10,809.56



GENERAL MANAGER'S UPDATE – March 2023

Item #6

GCTD Notary Services

Congratulations to Angie Delgado, Clerk of the Board, for Passing her California Notary Examination. Having a certified CA notary on staff will benefit GCTD --- throughout the year, we use notary services for grants and other financial documents. In addition, this skill will enable us to provide notary services for GCTD and member jurisdictions.



New Class of Bus Operators Starts March 6

Starting March 6, we have a new class of Bus Operators starting with us. The new class will embark on a multi-week training curriculum that includes classroom and behind-the-wheel training. We wish them all success and safety in their start as GCTD Bus Operators.



Quarterly Safety Awards Day & 32 Days Without A Preventable Accident

On February 15, GCTD celebrated all of the many miles of safe driving taking place and reaching the achievement of going over 30 days without a preventable accident!

Strategic Planning Update

Teri Fisher from Insight Strategies met with Department Directors last week to begin planning for the Strategic Plan Workshops. Save the dates will go out this week for Staff Workshops, which will take place on March 15th & 16, followed by a Board Workshop on April 5.



Partnership with Nyeland Promise – Results in Successful Grant Award

I am pleased to announce that GCTD, in partnership with Nyeland Promise, was notified we received a \$42,000 grant award to conduct a needs assessment to make recommendations for clean mobility options in the community. Currently, GCTD is served by Route 15, which connects Nyeland Acres to El Rio and the Esplanade. The assessment will be done in conjunction with the Short Range Transit Plan starting this year. It will include a partnership with Nyeland Promise leading the community outreach component, and GCTD leading the transportation access data analysis.

Continuous Dynamic Optimization: GCTD's GO ACCESS Featured in TCRP Report

I am pleased to share that Margaret Heath-Shoep and GCTD's GO ACCESS services featured in a recent Transit Cooperative Research Program's TCRP report on *"Continuous Dynamic Optimization: Impacts on ADA Paratransit Services."*



This research documents the current use of CDO, where optimization improves the route schedule's efficiency and the on-demand service's overall productivity without affecting the customer's confirmed pickup time window. GCTD first used CDO with the transition of the scheduling technology to Ecolane in March 2018. To date, GCTD successfully uses CDO to do the following:

- Reduce the overall costs of daily operations by improving the productivity
- Improve on-time performance.
- Allow dispatchers to improve customer service interactions.

State and Federal Triennial Review Progress

Last month, GCTD staff submitted dozens of documents as required as part of the triennial review conducted by the State and Federal agencies overseeing funding provided to us. Staff will participate in a State Triennial Review "virtual site visit" on March 2 and a Federal Triennial Review "virtual site visit" in June 2023. I commend our team from all departments for preparing documents for reviewers. Once the reviews and site visits are concluded, a report with findings from each review will be shared with the Board.

General Manager Activities

- February 3 – Attended Ventura County Transportation Commission Meeting
- February 8 – Attended CTA Small Operators Committee
- February 9 – Participated in Joint Labor Management Meeting
- February 14 – Coffee with the GM
- February 15th & 16th – Leadership Team Strategic Planning with Teri Fisher
- February 16 – Long Range Planning Coordination meeting with the City of Oxnard
- February 17 – Met w/Principal of DeAnza Middle School on Student Transit Usage
- February 22 – Met with representatives from So Cal Gas to discuss Hydrogen Plans
- February 21 – All Staff Meeting
- February 24 – Presentation to Oxnard Leadership Academy & Site Tour

GCTD Is Hiring!

GCTD has job openings in multiple departments. For a complete list of current job openings, visit <https://www.gctd.org/careers/>

"Like Us" and Follow Us on Facebook, Twitter, and Instagram

Stay up to date on the latest news in real-time. "Like Us" on Facebook @GCTransit - "Follow Us" on Twitter @GoldCoastBus - or "Follow Us" on Instagram @GoldCoastTransit

Sign up online for GCTD's monthly "News on the GO" Newsletter.



Item #7

DATE March 1, 2023

TO GCTD Board of Directors

FROM James Beck, Director Operations and Maintenance

SUBJECT **Consider Approval of Providing Letter of Support on The Center of Transportation and the Environment ARCHES Grant Application**

SUMMARY

GCTD is requesting approval to provide a letter of support for a CTE (Center for Transportation Environment's) proposal submission to the Department of Energy (DOE) help the State of California to scale up the fuel cell bus industry over the next 8-10 years through the H2 Hubs program.

The Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES) is a public-private hydrogen (H2) hub consortium to accelerate the development and deployment of clean, renewable H2 projects, buses and infrastructure. This project is being led by the Center of Transportation and the Environment and so far includes 11 public transit agencies who are in support of this effort.

If awarded, this effort will make funds available to be allocated to participating agencies towards offsetting capital cost of hydrogen fuel-cell buses (Up to \$300,000 per bus) in the future and helping to stabilize the cost of future supplied hydrogen at \$5 a kilogram through a national clean hydrogen network.

RECOMMENDATION

It is recommended that the GCTD Board of Directors authorize the General Manager to sign a letter of support to the Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES) grant application being prepared by CTE (Center for Transportation & Environment).

General Manager's Concurrence


Vanessa Rauschenberger

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



Date: March 1, 2023

DRAFT

Department of Energy (DOE): Office of Clean Energy Demonstrations (OCED)
1000 Independence Avenue
Washington, DC 20585

To Whom It May Concern:

Gold Coast Transit District has developed a ZEB Rollout Plan documenting a path to zero-emissions by 2040 to comply with the California Air Resource Board's Innovative Clean Transit (ICT) Regulation. GCTD has chosen hydrogen as it's clean fuel path to the future and has been awarded a \$12,100,000 Lo-No Grant from the FTA to build a hydrogen fueling station, purchase and deploy 5 hydrogen fuel cell buses and provide substantial workforce development.

Gold Coast Transit District is committed to help California reach its zero emission goals by purchasing, operating and maintaining 23 hydrogen buses and 1 hydrogen refueling stations by 2031 as part of the ARCHES Hub for which ARCHES is currently seeking financial assistance under DE-FOA-0002779. Our hydrogen refueling stations will be serviced by hydrogen tanker trucks that will deliver hydrogen from nearby hydrogen production sites.

We at Gold Coast Transit District strongly support the ARCHES Hub and its long-term vision. We believe this hub will build fundamental infrastructure, required to achieve a world-class, clean, and secure hydrogen hub in California. This project will accelerate the establishment of critical hydrogen infrastructure in the most economic and efficient way, support the roadmap to a national clean hydrogen network, and help us achieve our goals of major reductions in greenhouse gas (GHG) emissions, and combating climate change. Combined with the reduction of other emissions such as diesel particulate matter, this project will improve the health and well-being of the communities we serve.

Sincerely,

Vanessa Rauschenberger
General Manager
Gold Coast Transit District



Item #8

DATE: March 1, 2023
TO: GCTD Board of Directors
FROM: Vanessa Rauschenberger, General Manager
SUBJECT: Receive Presentation on Draft Transit Integration & Efficiency Study (TIES)

SUMMARY

For this item Martin Erickson, Executive Director, Ventura County Transportation Commission (VCTC) will provide a presentation on the *draft* Transit Integration & Efficiency Study (TIES), to examine public transit efficiencies and integration opportunities among bus transit operators in Ventura County.

BACKGROUND

The TIES was initiated by VCTC in 2020 to identify strategies to improve bus transit throughout Ventura County that aim to improve passenger experience, reduce operating and capital costs, and better integrate the existing systems. In February 2023, the VCTC Commission took action to receive and file the report; giving staff the direction continue to discuss alternatives with member jurisdictions.

To date, GCTD staff have participated in multiple working groups and met with VCTC's consultant to provide feedback on existing conditions, potential strategies, risks and opportunities. While the TIES provides three distinct alternatives (listed below / full report attached), the alternatives can also be used as a "roadmap" to make incremental improvements toward improving transit.

Alternative 1	Alternative 2	Alternative 3
<i>Partial Consolidation</i> Subregional Demand-Response Consolidation and Increased Agency Coordination	<i>Moderate Consolidation</i> Countywide Paratransit, and Subregional Fixed-Route Consolidation	<i>Full Consolidation</i>
Consolidate East County demand-response services into ECTA as a formalized organization. All other agency-cities retain administrative control of fixed-routes but improve coordination.	Consolidate all demand-response into one agency. Consolidate fixed-route operations by geography with Simi Valley, Thousand Oaks, Moorpark, and the VCTC East County Route becoming an east county transit agency, and all other services being consolidated with Gold Coast Transit District.	Consolidate all transit operations into Gold Coast Transit District. VCTC remains with RTPA/Transportation Commission functions.

**It should be noted that strategies within Alternatives 2 and 3 need further analysis before moving forward, such as in-depth financial analysis and comprehensive operational analysis.*

GOLD COAST TRANSIT DISTRICT

STAFF ANALYSIS OF TIES

Because GCTD operates a consolidated transit system in the western part of Ventura County, many of the recommendations of improved coordination and consolidation are already in practice in our service area. However, staff recognizes there are opportunities to improve the attractiveness and usage of transit more broadly across Ventura County and supports all efforts to achieve this goal. The following are some considerations related to the TIES alternatives that would need to be further explored as a follow up to the TIES study.

Governance – From 1973 to 2013, GCTD (formerly known as South Coast Area Transit) operated in Western Ventura County under a Joint Powers Agreement. In October 2013, in response to changes in state law regarding use of TDA (Transportation Development Act) in Ventura County, GCTD worked with Assemblymember Das Williams to pass Assembly Bill AB 664, which formally changed the organizational structure from a Joint Powers Authority to a Special District (Gold Coast Transit District). Under the District legislation, all member jurisdictions (Ojai, Oxnard, Ventura, Port Hueneme, and the County of Ventura) commit to using all available Transportation Development Act (TDA) transit funds for transit purposes and may also reclaim a portion of TDA funds for transit operating and capital needs in their respective communities. For Ojai this covers the Trolley, for the County this covers the Kanan Shuttle & ECTA, etc. Currently each member receives one vote per city on all matters except for large purchases and the budget, which permits two votes for jurisdictions with populations over 100k.

The District bylaws also permit other cities to request to join the District by agreement of the City Council and GCTD Board. In the future, if a non-member jurisdiction were to request to join the District, staff would bring back to the Board an evaluation of potential impacts to labor agreements, budgets, TDA funds, FTA funds allocated by UZA, city assets and facilities, service levels, route design, fares, span of services, and transit oversight, to help the Board in making a decision about adding to the District.

Financial Considerations - While Gold Coast Transit District (GCTD) has the facility space and staff willing to assist jurisdictions who want to see transit improved and expanded, the lack of a local source of funding for transit makes us financially constrained to provide service based on the funding amounts allocated to cities annually. Currently no cities use any General Fund money to supplement GCTD's annual budget. Given the increasing operating costs we face, it is anticipated that transit costs will continue to rise at a faster pace than existing funding streams. To maintain service levels, GCTD will need to continue to utilize all available Local, State and Federal transit funds, and will likely need to identify new funding sources in the future to continue to meet community needs.

Under the current District bylaws, any city joining GCTD would need to commit all "transit" funds for "transit related purposes". However, due to different uses of TDA in Ventura County in cities outside of the District, joining the District could cause funding challenges for those cities currently using funds for non-transit purposes. For example, communities not part of GCTD, with populations of less than 100,000 (Camarillo, Moorpark, Fillmore, and Santa Paula), and the City of Thousand Oaks (by special legislation), are allowed to allocate TDA funding to streets and roads if there are no "unmet needs" as defined by the RTPA (VCTC). In FY 2019, approximately \$5M (about 16% of TDA in Ventura County) was allocated to streets and roads in total by the communities above. Shifting those funds to transit would have a beneficial effect on transit in Ventura County but would require cities to find other sources of funds to fill their streets needs.

Zero Emissions Regulations

All transit operators are required to meet the state mandate to achieve zero emissions by 2040. The cost implications to transition expanded fleets, upgrade facilities is significant. For any consolidation of services to take place, consideration of these requirements would need to be considered carefully.

Labor Considerations - GCTD has nearly 200 employees, the majority of whom operate or maintain buses. Service Employees International Union Local 721 represents all bus operators, most maintenance employees and five administrative staff members. International Brotherhood of Teamsters Local 186 represents GCTD supervisors. GCTD Contracts with MV Transportation for the operation of ACCESS Paratransit services, which are also represented by Teamsters Local 186. Any potential recommendations that would have an impact on GCTD service levels, seniority, MOUs etc. would require discussion and involvement of labor groups.

Performance Measurements - GCTD's Board has approved Service Planning Guidelines and Evaluation Criteria used to determine service effectiveness for the District. Performance is reported on a monthly and quarterly basis. If new services are incorporated into GCTD, staff would re-evaluate performance measurement criteria to ensure that areas that are less populated, regional corridors and destinations as well as local travel in more urban areas are each given adequate service levels.

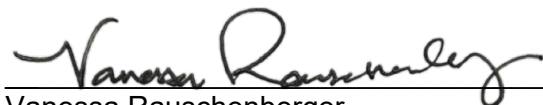
ADA Paratransit / Demand Response Consolidation— Under the ADA, transit agencies have a legal requirement to provide demand response (Paratransit) service as a compliment to fixed route services, to ensure that people with disabilities who are unable to use the fixed route bus can have equal access to the same places in the community served by the local bus. Ventura County cities and transit operators have had long standing policies and practices to extend this service to seniors and in some cases, the general public - going beyond the minimum ADA requirement. Given some of the longer distances between the cities in Ventura County, and with demand-response requests growing, multiple vehicle yards and facilities will continue to need to be strategically located throughout the service area to reduce deadhead, which tend to be short local trips (dialysis, pharmacy, groceries, jobs etc.).

Due to the complexities with merging physical yards and fleets, staff would recommend initially pursuing MOU agreements between jurisdictions to provide one-seat rides and coordination of trip reservations, using existing systems' fleets and policies (by flexing them). For example, GCTD offers flexible demand response services, including Health Zones, Late Night Safe Rides, and Direct Service to Camarillo under flexible services programs. Due to advances in technology, planning for demand response services and fixed route services is becoming more closely connected, allowing passengers to use both fixed route and demand response interchangeably. GCTD would recommend that the same agency operating fixed route also operate paratransit to enable this coordination of flexible services to continue.

RECOMMENDATION

Receive Presentation on Draft Transit Integration & Efficiency Study (TIES) from Martin Erickson, Executive Director, Ventura County Transportation Commission (VCTC).

GENERAL MANAGER'S CONCURRENCE



Vanessa Rauschenberger
General Manager



Date: March 1, 2023

Item #9

From: Vanessa Rauschenberger, General Manager 

To: GCTD Board of Directors

Subject: Authorize Staff to Strategic Planning - Special Meeting - April 5th 2023 9am-4pm

SUMMARY

As we strive for improvement and continue to grow, it is imperative that we develop an agency wide Strategic Plan to ensure our work is guided by a shared understanding of GCTD's priorities and goals. Staff has been working for the last 6 months on an organizational assessment, including getting input from employee, labor groups, managers, supervisors, and Board members and would like to hold a **Special Strategic Planning Meeting on Wednesday - April 5th, 2023**, with the Board of Directors to discuss the assessment and get input on Strategic Priorities for the future.

BACKGROUND

The goal of this Strategic Plan will be to build on GCTD's current and past successes, and help take the organization to the next level, by developing strategic priorities to help guide our work.

- ✓ Assess Strengths / Opportunities in light of current trends
- ✓ Review & Update Vision, Mission, and Values
- ✓ Develop Agency Strategic Priorities and Goals
- ✓ Develop Departmental Goals
- ✓ Alignment with Board

To assist in this effort, we have enlisted the help of a facilitator, Teri Fisher—CEO Managing Partner, Insight Strategies (Insight), specifically, Insight has consulted in the transit/transportation industry for over 25 years and has a strong background in understanding transit needs and working collaboratively with leaders to build strategies that address them.

RECCOMENDATION

Authorize staff to hold a Strategic Planning Workshop for the Board of Directors and Executive Team (Special Meeting) of Wednesday, April 5th 2023 at 9-4pm.

GENERAL MANAGER'S CONCURRENCE



Vanessa Rauschenberger



DATE March 1, 2023 **Item #10**

TO GCTD Board of Directors

FROM Vanessa Rauschenberger, General Manager

SUBJECT Receive Update on status of GCTD's 301 East Third Street Property

SUMMARY

In July 2019, GCTD vacated its former property located at 301 East 3rd Street, in Downtown Oxnard CA. The Board of Directors previously authorized staff to solicit qualifications from qualified developers to be invited to respond to an RFP to develop multi-family housing on this site. Since that time, staff has been working to prepare informational documents needed to allow developers to respond to forthcoming RFP.

For this item, staff will provide and update on the status of the district owned 301 East 3rd Street Property, and progress on the redevelopment to date.

BACKGROUND

In 2020, GCTD's engaged with real estate consultant team Dyer-Sheehan Group (DSG) to prepare an Initial Site Investigation & Feasibility Study to help identify an appropriate and economically efficient use of the 301 Property. At that time, the consultant team determined that affordable housing located in a transit -rich area such as Downtown Oxnard would be a preferred use of the property. Since that time, the following progress has been made:

Tasks Complete

- Site Investigation and Initial Feasibility Study
- Adoption of GCTD's Transit Oriented Development Policy
- Rezoning of Property from Industrial to Multifamily Residential (City of Oxnard)
- Asbestos Abatement & Complete Building Demolition / Underground Clarifier Removal
- Issuance and Award of Request for Qualifications (RFQ)
- Selection of Qualified Developers to be invited to RFP
- Environmental Assessment Phase I
- Environmental Assessment Phase II - Initial Soil Testing

In Progress

- Preparation of the Request for Proposals (RFP)
- Development of Draft Ground Lease
- Environmental Assessment Phase II - Secondary Soil Testing

GOLD COAST TRANSIT DISTRICT

The Third Street Property is a transit-oriented site, with the Oxnard Transit Center (OTC) located directly across the Third Street bridge. The OTC is a regional multi-modal transportation facility offering local and regional service, including Metrolink and Amtrak rail service, Greyhound bus service, VCTC Intercity Service, and Gold Coast Transit District service. Site Map Attached.

This transit-oriented site is also a strong candidate to secure funding for affordable housing, which would help the City meets its RHNA housing requirements. In 2021, the City completed an update of the Housing Element which included rezoning the site from its former industrial use to allow for multi-family residential development.

RECOMMENDATION

For this item, staff will provide and update on the status of the district owned 301 East 3rd Street Property, and progress on the redevelopment to date. It is recommended that the Board of Directors receive and file update on 301 East 3rd Street Property.

General Manager's Concurrence

A handwritten signature in black ink, appearing to read "Vanessa Rauschenberger", written over a horizontal line.

Vanessa Rauschenberger

Attached - City of Oxnard with GCTD Property Location

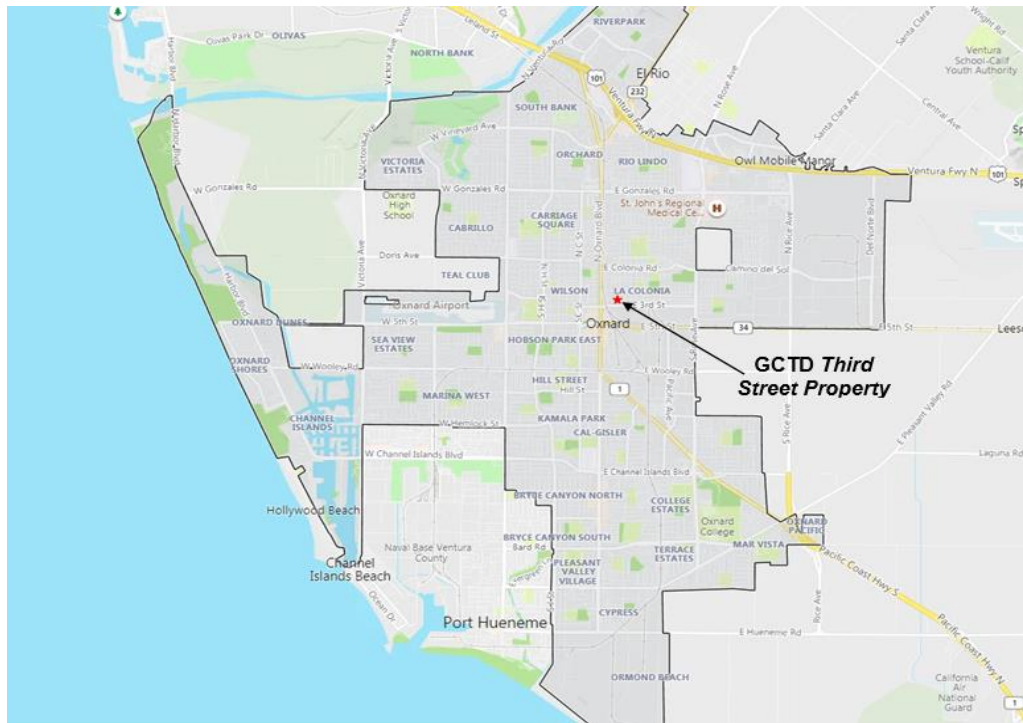


Exhibit A: City of Oxnard Map with GCTD Third Street Property Indicated





DATE March 1, 2023

Item #11

TO GCTD Board of Directors

FROM James Beck, Director Operations and Maintenance

SUBJECT GCTD Operations and Maintenance Report

SUMMARY


This report provides an update on GCTD's Operations and Maintenance Departments.

This report will be given monthly and will include Key Performance Indicators (KPI's), staffing updates, updates on GCTD projects and current events.

RECOMMENDATION

It is recommended that the Board of Directors receive and file this presentation and provide any feedback to staff on the material presented.

General Manager's Concurrence


Vanessa Rauschenberger

GOLD COAST TRANSIT DISTRICT

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DATE March 1, 2023

Item #12

TO GCTD Board of Directors

FROM Vanessa Rauschenberger, General Manager

SUBJECT Discuss Future Agenda Items

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

- Strategic Plan
- Short Range Transit Plan
- Review of Bylaws, Goals & Objectives
- Budget Fy 23-24
- 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.

GOLD COAST TRANSIT DISTRICT