

**EMPLOYEE HANDBOOK  
&  
PERSONNEL RULES**



A consolidation of Board approved.

Revised January 3, 2024

## **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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## INTRODUCTION

Welcome!

On behalf of the Board of Directors and your fellow colleagues, I welcome you to Gold Coast Transit District ("GCTD") and wish you every success here. We believe that each employee contributes directly to GCTD's growth and success, and we hope you will take pride in being a member of our team.

GCTD developed this Employee Handbook (aka "Personnel Rules") to communicate the expectations GCTD has of our employees and outline the policies, programs, and benefits available to eligible employees. This document is not a comprehensive compilation of all GCTD policies and procedures and does not cover all possible circumstances and exceptions that may arise.

Many of the policies summarized in this handbook are covered in more detail in other official documentation or in other bargaining agreements. The full text of Board approved policies may be made available by contacting the Human Resources Department. Additionally, please note that the terms within the SEIU and/or TEAMSTERS Collective Bargaining Agreement supersede any terms to the contrary stated herein for represented groups.

Please take time to thoroughly review this Employee Handbook, noting how each section relates to employment. Pass along any questions or concerns you may have to your immediate supervisor/manager or to the human resources department.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome to GCTD!

Sincerely,

*Vanessa Rauschenberger*

Vanessa Rauschenberger  
General Manager

## **SECTION 1.1: About Us**

GCTD was founded in 1973 as “South Coast Area Transit” when the cities of Ojai, Oxnard, Port Hueneme and San Buenaventura executed a Joint Powers Agreement that created “SCAT” to develop and operate local and intercity public transportation in western Ventura County.

In October 2013, Governor Brown signed into law Assembly Bill AB 664, which formed the Gold Coast Transit District. The district legislation was initiated in response to Senate Bill SB 716, which required that all TDA funds in Ventura County be used solely for public transit purposes. Formation of a transit district allows GCTD’s Board of Directors and staff greater flexibility in implementing service improvements by looking beyond jurisdictional borders in order to efficiently and effectively meet the public’s transit needs.

Gold Coast Transit District provides safe, responsive, convenient, efficient, and environmentally responsible fixed-route bus and paratransit public transportation that serves the diverse needs of the cities of Ojai, Oxnard, Port Hueneme, and Ventura, and in the unincorporated County areas between the cities. Utilizing a fleet of 61 clean natural gas-fueled buses, and 26 paratransit buses and vans, GCTD carries 3 million passengers annually on its 20 bus routes. GCTD is the largest provider of public transit in Ventura County and is governed by a Board of Directors made up of an elected official from each member jurisdiction.

## **SECTION 1.2: Mission Statement and Commitment to Quality**

Our Mission: Serving, Moving, and Connecting People to Opportunity – One Ride at a Time.

Our Vision: Revolutionize transportation in Ventura County by leading initiatives that improve the rider experience, achieve clean air, and drive economic vitality.

GCTD’s Strategic Priorities are:

- Deliver service excellence by providing customer focused, high-quality service to every member of our community.
- Ensure safety and security while caring for the well-being of employees, passengers, and the general public.
- Increase and provide stewardship of all resources by prioritizing oversight, integrity, accountability, and transparency.
- Cultivate a positive and inclusive work culture that prioritizes employee engagement, high performance, learning and development.
- Increase public awareness, expand community presence, and build a transit-supportive region through public education, partnerships, and advocacy.

GCTD’s Values are:

- Safety
- Accountability
- Communication
- Integrity & Honesty
- Positivity
- Kindness & Respect
- Adaptability & Creativity

## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

### **SECTION 2: Equal Employment Opportunity (EEO)**

GCTD is an equal employment opportunity (at will) employer. At GCTD, as a matter of law and a matter of agency policy, selection for opportunities for hire, promotion, transfer, or training, as well as decisions regarding demotion, termination, layoff and other terms and conditions for employment shall occur without

regard to race, color, creed, ancestry, national origin, gender, marital status, sexual orientation, gender identity, religion, veteran status, physical or mental disabilities, medical condition, age, political opinion or affiliations, or union membership activity or any other category protected by state or federal law.

It is further provided that no questions in any test, in any application form, or by any examiner or appointing authority shall be so framed as to attempt to elicit information concerning the applicant's race, color, creed, ancestry, national origin, gender, marital status, sexual orientation, gender identity, religion, veteran status, physical or mental disabilities, medical condition, age, political opinions or affiliations, or union membership activity or any other category protected by state or federal law.

Oversight of the Equal Employment Opportunity (EEO) Policy is assigned to the General Manager. The Director of Human Resources will serve as the EEO Officer and will activate the program and create goals for all managers and supervisors. However, all management personnel will share in the responsibility to ensure compliance with equal employment opportunity within GCTD and will be evaluated on the success of this program just as they are evaluated in achieving other GCTD goals.

Applicants or employees who believe that they have been discriminated against may file a complaint with the Affirmative Action Officer (AAO) for Gold Coast Transit District, Alex Zaretsky HR Director.

GCTD believes that successful achievement of EEO goals will provide benefits to its passengers and employees through fuller utilization and development of human resources.

This EEO Statement of Policy will be reviewed, updated, and affirmed annually.

In addition, GCTD prohibits retaliation against a person who engages in activities protected under this policy. 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 the policy.

All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. We are committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

## **COMPENSATION**

### **SECTION 3: 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 4: 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. There are ten fixed steps for salary progression through the range. Employees will be eligible for progression to move to the next step in the employee's range based upon individual performance measured at satisfactory or above. 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.  
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 5: 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, employees 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  
Chief Financial Officer/Assistant General Manager  
Controller  
Director of Human Resources  
Director of Planning and Marketing  
Director of Operations & Maintenance  
Operations Manager  
Facilities Manager  
Fleet Manager  
IT Technician  
Paratransit and Special Projects Manager  
Mobility Management Coordinator  
Procurement Manager & Disadvantaged Business Enterprise (DBE) Officer  
Communications and Marketing Manager  
Planning Manager  
Transit Planner I and Transit Planner II  
Accounting Manager  
Revenue Specialist  
Finance & Grants Analyst  
HR Generalist  
HR Coordinator  
Inventory and Asset Management Coordinator  
Office Coordinator/Executive Assistant

#### **SECTION 6: 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 7: 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 8: 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 9: 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 Chief Financial Officer/Assistant General Manager 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 10: 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.

## **LEAVE TIME BENEFITS**

### **SECTION 11: 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 ½ 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.
- D. **Vacation Carried Forward:** Vacation shall be taken at the time it is earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance may an employee carry forward total vacation accrual as of the first of April of any year greater than twice the number of days that the employee currently earns annually. Employees affected by this limit will be notified during January of each year that they either are already over the maximum, or could exceed the maximum on or before the first of April. The employee can then do any or all of the following:
1. After January 1<sup>st</sup> and prior to March 31<sup>st</sup>, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All assigned vacation must be completed prior to April 1<sup>st</sup>.
  2. Prior to April 1<sup>st</sup>, request vacation redemption, in accordance with Section 11G Vacation Redemption, to bring the accrued vacation time amount below the maximum by April 1<sup>st</sup>, or
  3. On or after March 1<sup>st</sup> and prior to April 1<sup>st</sup>, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be

approved if such action will allow the employee to drop below the maximum accrued vacation limit.

4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period beginning after April 1<sup>st</sup>, until enough vacation is taken that the accrued vacation time drops below the maximum.
- E. 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.
- F. Additional Vacation in Lieu of Sick Leave: When an employee's accumulated sickleave 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.
- G. 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 12: PAID SICK LEAVE:**

Unless otherwise indicated, the provisions contained in this section apply to all GCTD personnel. Exceptions are from agreements made in memoranda of understandings entered into by and between the Board of Directors of Gold Coast Transit District, Service Employees International Union Local #721 and International Brotherhood of Teamsters Local 186.

An employee compelled to be absent from duty because of illness or off-duty injury, shall be allowed sick leave with full pay up to the amount of sick leave that such employee has accrued, based on the hours the employee would have otherwise worked. Any such paid sick leave time shall be deducted from the employee's accrued sick leave.

In accordance with California's Paid Sick Leave Law (AB 1522). All employees who become full-time or part-time regular employees, earn 1 hour of sick leave for every thirty (30) hours worked and shall accrue a sick leave entitlement.

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

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

- A. The maximum sick leave which may be accumulated by any regular full-time or part-time employee is 1,440 hours as of January 1 of each year. If an employee of long tenure is absent from duty due to illness and has exhausted all accumulated sick leave, the employee may request that the General Manager, or designee, approve a special leave of absence with pay. Long tenure employee shall be defined as having ten (10) years of continuous service with Gold Coast Transit District. The request will be considered based upon such factors as length and nature of illness, length of tenure, accrual balances at the onset of the illness, quality of performance, etc.

- B. An employee absent because of illness is required to notify the employee's immediate supervisor at least one hour before scheduled to work or as soon as possible in light of the circumstances. When requesting sick leave, employees should not disclose private medical information or other confidential personal information. Subject to applicable law, the General Manager, or designee, may require verification in the form of a note from a medical physician confirming the absences. When absences are properly scheduled with the employee's supervisor, leaves of absence for dental, optical or other medical attention shall be defined as sick leave.
- C. An employee who is required to be absent for physical examination for possible induction into military service through draft may be allowed up to one day of paid leave.
- D. GCTD will pay fifty percent (50%) of accumulated sick leave upon death, retirement or other voluntary employment separations as determined by GCTD's General Manager or designee, to those employees with a minimum of ten (10) years of service.
- E. All regular employees who have accrued sick leave for one full calendar year and use forty (40) 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, or reproductive loss leave. 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 13: 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 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 14: 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 15: 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 16: 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 17: 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 17A: 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 17B: 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 18: 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).)

Reproductive Loss Leave

Employees who complete 30 days of employment are entitled to an unpaid reproductive loss of up to five days following a reproductive loss event ("RLE"). A RLE means the day (or, for a multiple-day event, the final day) of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. You may elect to use your available paid time off benefits to cover any unpaid reproductive loss leave. This leave does not need to be taken consecutively, but must be completed within three months of the RLE. If you are on or choose to take leave under CFRA, PDL, or any other applicable leave covered by local, state or federal law, then your reproductive loss leave must be completed within three months of the end date of the other leave. Reproductive loss leave must be approved by GCTD's Human Resources Department. You may take reproductive loss leave as often as needed, except that the maximum reproductive loss leave will be no more than 20 days within a rolling twelve-month period measured backward from the date you last used any reproductive loss leave.

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 childcare 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 19: 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 20: 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 21: 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 22: 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.ascwasc.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.

## **PERSONNEL RULES**

### **SECTION 23: 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, use of cannabis while off-duty and away from the workplace. 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, reproductive health decision-making, 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.

A. 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.

B. 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:

- A. Partisan political activity which disrupts or adversely affects the efficiency and integrity of the administration or operation of GCTD.
- B. Using the employee's official position or influence to coerce the political actions of others.
- C. Knowingly soliciting political contributions or services from GCTD employees or from persons on an employment eligibility list of GCTD.
- D. Engaging in political activities during working hours or while wearing a GCTD uniform.

C. 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.

- D. Competitive Service System: The competitive service system shall include all appointive officers and employees of GCTD except the position of the General Manager.
- E. 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 24: 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 25: EMPLOYMENT IN COMPETITIVE SERVICES**

- 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. Employees who work remotely will be provided with all relevant employee notices via [e-mail/U.S. Mail/Company intranet/other].
  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 resigns 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:

Chief Financial Officer/Assistant General Manager  
Controller  
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 the 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 26: 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 27: 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. Notice: 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. All resignations must be filled by the department head on the Notice of Termination form and forwarded to the General Manager by way of the Director of Human Resources 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 application employment procedures like any other applicant.

**SECTION 28: 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 29: 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 30: 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 Manger 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 Manger. 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.

### **SECTION 31: DISABILITY ACCOMMODATION POLICY**

#### **Commitment to Equal Employment Opportunities**

Gold Coast Transit District (GCTD) complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), the Fair Employment and Housing Act (FEHA), and all other applicable local, state and federal fair employment practices laws. GCTD is committed to providing equal employment opportunities to qualified individuals with known physical or mental disabilities. Consistent with this commitment, GCTD will provide a reasonable accommodation to qualified disabled applicants, volunteers, interns or employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship to GCTD.

#### **Requesting a Reasonable Accommodation:**

You may make the request orally or in writing, however GCTD's Human Resources encourages employees to make their request in writing and to include relevant information to allow GCTD to better engage with you in the interactive process.

Regardless, GCTD shall initiate an interactive process when:

1. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodations, or
2. [GCTD] otherwise becomes aware of the need for an accommodation through a third party or by observation, or
3. [GCTD] becomes aware of the possible need for an accommodation because the employee with a disability has exhausted leave under the California Workers' Compensation Act, for the employee's own serious health condition under the CFRA and/or the FMLA, or other federal, state, employer or other covered entity leave provisions and yet the employee or the employee's health care provider indicates that further accommodation is still necessary for recuperative leave or other accommodation for the employee to perform the essential functions of the job. [GCTD]'s offer to engage in the interactive process in response to a request for such leave does not violate California Code of Regulations, title 2, section 11091(b)(1) & (b)(2)(A)1., prohibiting inquiry into the medical information underlying the need for medical leave other than certification that it is a "serious medical condition."

When submitting a request for accommodation, please also submit a description of the accommodation you are requesting:

- The reason you need an accommodation.
- How the requested accommodation will help you to perform the essential functions of your job.

After receiving your oral or written request, or for reasons (2) and (3) noted above, GCTD will begin the process of engaging with you in an interactive dialogue to determine the precise limitations/work restrictions caused by your disability, and GCTD will explore with you potential reasonable accommodations that could overcome those limitations to allow you to perform the essential functions of your job, while not resulting in an undue hardship to GCTD. Although GCTD encourages you to suggest specific potential reasonable accommodations that you believe would allow you to perform the essential functions of your job, GCTD is not required to make the specific accommodation requested by you, and may instead provide an alternative, yet effective accommodation, to the extent any reasonable accommodation can be made, which will allow you to perform the essential functions of your job and which can be made without imposing an undue hardship on GCTD.

**Medical Information:**

If your disability or need for accommodation is not obvious, GCTD may ask you to provide supporting documents from your healthcare provider showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation to allow you to perform the essential functions of your job. Subject to legal compliance, if the information provided in response to this request is insufficient, GCTD may require that you see a healthcare professional of GCTD's choosing, at GCTD's expense. In those cases, if you fail to provide the requested information or see the designated healthcare professional, your request for a reasonable accommodation may be denied.

GCTD will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

**Determinations:**

GCTD makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

GCTD strives to make determinations on reasonable accommodation requests expeditiously and will inform the individual once a determination has been made. If you have any questions about a reasonable accommodation request you made, please contact GCTD's Human Resources Department.

**No Retaliation:**

Individuals will not be retaliated against for requesting an accommodation in good faith. GCTD expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith. Requesting an accommodation is considered a protected activity under this policy. Anyone engaging in any type of unlawful retaliation will be subject to corrective action, up to and including termination.

GCTD is committed to enforcing this policy and prohibiting retaliation against applicants, volunteers, interns or employees who request an accommodation in good faith. However, the effectiveness of our efforts depends largely on individuals telling us about inappropriate workplace conduct. If employees or applicants feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to the Human Resources Department. If employees do not report retaliatory conduct, GCTD may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

**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 disability accommodations that are not addressed in this policy, please contact the Human Resources Department. You can raise concerns, report problems, or make complaints without fear of reprisal. 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. Anyone engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination.

**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.

**SECTION 32: 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, volunteers, interns 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 volunteer, intern, 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, volunteers, interns 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 individual'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, volunteer, intern, 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 individuals 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.
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.

### **SECTION 33: HARASSMENT, DISCRIMINATION AND BULLYING AND RETALIATION PREVENTION POLICY**

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.
- Reproductive health decision-making.
- Use of cannabis while off-duty and away from the workplace.
- 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") or the federal Equal Employment Opportunity Commission (EEOC) within one year of the harassment, discrimination or retaliation. The CRD/EEOC serve as a neutral fact-finder and helps the parties voluntarily resolve disputes.

For more information, contact the Civil Rights Department ("CRD") toll free at (800) 884-1684 or visit <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 CRD, the 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.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal, state or local law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

**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.

**SECTION 34: 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. Effective July 1, 2024, please see the GCTD's IIPP, which is separate issued to you and contains our Workplace Violence Prevention Plan, for further information regarding this policy.

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.

**SECTION 35: INCLEMENT WEATHER AND EMERGENCY CONDITIONS**

**Statement of Policy**

We make every effort to remain open during most periods of inclement weather. In extraordinary

circumstances of severe inclement weather, or in the event of a natural disaster such as a pandemic, earthquake, fire, or an explosion, GCTD may be closed if our facilities are damaged, the highways or roads leading to GCTD are damaged or closed, or the civic authorities require closure. If this occurs, GCTD will make every effort to communicate with you in a timely manner regarding the closure. You may also reach out to your supervisor for instructions and information. As well, you are encouraged to monitor radio and television broadcasts regarding the inclement weather or disaster to monitor the situation.

For purposes of this policy, emergency conditions are defined as either: (1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (2) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act. A health pandemic is not considered an emergency condition under this policy or applicable law. Health pandemics will be handled separately according to local, state and federal laws.

If you have a reasonable belief that an emergency condition exists that would prevent you from safely being at work or traveling to or from work, before you leave work or fail to report to work, first contact your supervisor for instructions. When advance notice is not feasible, contact the Human Resources Department as soon as possible under the circumstances. When the emergency condition ends, you must return to work promptly. For further information about what to do in emergency conditions, please refer to the GCTD's IIPP, or our general emergency condition procedures information, which can be obtained from the Human Resources Department. Pay issues will be evaluated on a case-by-case basis depending on the circumstances and in compliance with applicable law.

GCTD will not take or threaten to take any adverse action against you for refusing to report to work, or leaving our workplace, within the affected area during emergency conditions, so long as you have a reasonable belief that the workplace or worksite is unsafe. A reasonable belief is defined as one, "that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises." During emergency conditions, you will also be allowed to access your personal communication devices to seek emergency assistance, to assess the safety of the situation, or to communicate with a person to verify your safety.

### **SECTION 36: TRACKING AND MONITORING SOFTWARE OR EQUIPMENT**

#### **Statement of Policy**

Subject to applicable law, GCTD reserves the right to observe, track and/or record your activity and whereabouts by use of Global Positioning Systems (GPS) or other similar tracking software or equipment. Any GCTD owned devices-provided device, including but not limited to computers, cell phones and other electronic equipment, may be GPS-enabled and any activity involving GCTD equipment can and may be monitored at any time. Similarly, GCTD vehicles may be equipped with a GPS tracking device and any activity involving GCTD vehicles can and may be monitored at any time. You are strictly prohibited from interfering with or disabling the GPS function on any GCTD-provided device, equipment or vehicle. You should not expect any right of privacy with regard to your activities or location when using any GCTD-provided device, equipment or vehicle.

### **SECTION 37: 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.

### **SECTION 38: COMMUNICABLE DISEASE CONTROL**

#### **Statement of Policy**

GCTD is dedicated to doing its part to protect the health and safety of applicants, employees, interns, customers, vendors and others associated with our business. As part of this commitment, GCTD at times must make difficult decisions involving persons who have been, or who are believed to have a communicable disease. Communicable diseases include sicknesses like, Coronavirus (COVID-19), influenza, measles, Severe Acute

Respiratory Syndrome (SARS), tuberculosis, or others identified by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO) or similar government agencies or civil authorities. Because safety and health can be severely compromised if an employee contracts a communicable disease and then has any contact with co-workers, interns, customers, vendors or others associated with our business, GCTD takes communicable disease situations very seriously in all cases.

When facing a communicable disease situation becomes necessary, GCTD is also committed to engaging in an interactive process with the affected person and medical professionals to ensure that all decisions are made based on current and well-informed medical judgments; while taking into account important considerations like, the risks of transmitting the illness to others, the symptoms or special circumstances of individual situation. Please rest assured that we will not discriminate against any job applicant or employee based on the individual having a communicable disease.

If you have a communicable diseases, or you develop symptoms that you believe may be related to a communicable disease, please immediately notify the Human Resources Department so that we can appropriately address the situation with you confidentially. GCTD will comply with all laws and regulations, and we will follow the best practices outlined by the CDC, the WHO and civil authorities, as well as making every effort to protect the privacy of any persons who have a communicable disease.

Depending on the circumstances, and in accordance with applicable law, GCTD reserves the right to exclude a person with a communicable disease from the workplace, based on a medical determination, that such restriction is necessary to either protect the person with the communicable disease, or the health and safety of other employees or our customers. We may also require a fitness for duty examination where medically necessary or allowed by law. As well, we reserve the right to require a medical certification from a medical provider indicating that the person is no longer contagious before that person will be allowed to return to the workplace. Other legally appropriate actions may also be taken in order to prevent any direct threat to the health and safety of any person in this regard.

## **SECTION 39: 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.
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.

## **SECTION 40: IDENTIFICATION/ACCESS CONTROL BADGE POLICY**

### **Statement of Policy**

Gold Coast Transit District (District) in an effort to maintain the integrity of the District buildings and their contents and to achieve maximum security while maintaining reasonable usability of work areas. This policy will also serve as the framework and outline associated processes for the issuance, management, renewal, revocation, deactivation, and use of the District Identification/Access Control (ID) Badges. The Human Resources Department is responsible for maintaining the access badge control system including access to gates, buildings, and documentation for all request transactions. The Human Resources Director shall be responsible for monitoring the procedures described in this policy.

### **Objectives**

- A. Ensure the safety of our employees, contractors, and other individuals (e.g., visitors).
- B. To maximize physical security.
- C. To establish access control to the facilities through the ID/Access badge control system.

### **Procedure**

#### **A. General**

1. No one is to enter any secured area within the District facility without a valid, District issued ID badge or Visitor Badge.
2. The District facility, office area, or conference rooms doors which have a secure access card reader (i.e., badge reader) shall not be unlocked or propped open.
3. The use of any District issued ID badge by anyone other than the person to whom it has been issued is strictly prohibited.
4. If an employee sees a person, they do not recognize enter the District facility, or sees someone suspicious in the parking lot, they shall notify a management representative immediately and if the situation warrants, call 911.
5. An employee may only have one (1) active District ID badge at a time.

#### **B. District ID badge**

1. Employees (permanent or temporary), and other individuals, as deemed necessary by the Department Director, may be issued a District ID Badge.
2. District ID Badge holders are to wear their ID Badge or have it on their person, at all times while within the District facility.
3. In order to maintain the safety and security of the District facility, an ID Badge that is lost or stolen shall be immediately reported to the Human Resources Department.
4. All ID Badges issued remain the property of the District.

#### **C. District ID Badge Preplacement**

1. If an individual's ID Badge is lost or stolen, they shall send an email to the Human Resources Department via [hr@gctd.org](mailto:hr@gctd.org) as soon as possible in order for the ID Badge to be replaced.
2. The Department Director must be notified that the individual's ID Badge is lost or stolen.
3. An ID Badge that no longer works shall be replaced but must be turned in to the HR Department prior to a replacement being issued.
4. If an individual's ID Badge is forgotten and does not require a replacement, they shall notify the Human Resources Department to request a Temporary/Day ID Badge.

#### **D. Visitors**

1. All visitors entering a secure area within the District shall sign in at the Administration Visitor's Log and be escorted during their visit.
2. The District management represented may, at their discretion, remove a visitor or refuse access to visitors.

#### **E. Contractors ID Badge**

1. All Department Directors will notify the Human Resources Department via [hr@gctd.org](mailto:hr@gctd.org) as soon as possible in order for the Contractors ID Badge to be issued. Include secure areas access, contractor's company name and contractor's name.
  - a. Contractor shall check-in with the Human Resources Department for issuance of Contractor ID Badge and shall be instructed to return the badge upon end of contract with the District.
2. Contractors include individuals contracted by the District from temporary employment agencies and individuals working for agencies that have contracted business with the District.
3. The District management representative may, at their discretion, remove a contractor or refuse access to a contractor.

NOTE: A secured-work area is an area within the District in which access is controlled and the general public are normally not permitted to enter freely. Many designated secure areas are protected by coded, combination locks, locked doors, or other physical barriers that limit public areas.

Keys to facilities, vehicles, cabinets, lockers, and desks **are not** covered by this policy. The Facilities Manager or Director is the responsible / designated personnel, and will furnish keys and replacements upon the request of the individual's Department Directors.

#### Responsibilities

##### A. The District

1. The District has designated the Human Resources Department staff to complete the request new badges, replacement badges, and badge access changes.
2. The District Senior Management and HR shall determine the needed access level and times of access of employees, contractors, temps, and visitors.

##### B. Human Resources Department

1. Be responsible to complete the issuance, administration, monitoring, renewal, revocation, and deactivation of access privileges for all ID/Access badges.
2. Periodically review all access privileges.

##### C. Management staff, manager, and supervisor

1. Must enforce all provisions of this policy.
2. Notify the Human Resources Department via [hr@gctd.org](mailto:hr@gctd.org) to request the issuance of an ID Badge.
3. Notify the Human Resources Department immediately of loss of badge, termination, transfer, or substantial change in job responsibilities for any individual who has previously been issued an ID Badge.
4. Completing a GCTD Facility Access Request Form to request the addition or removal of access level and time of access of their department staff.
5. Upon termination of employment or completion of assignment, the department head will collect their department staff ID Badge.
6. A surrendered ID Badge must be delivered directly to the Human Resources Department.

##### D. ID Badge Holders

1. The holder of an ID Badge is expected to fully comply with all provisions of this policy.
2. Assumes the responsibility for the safekeeping of the ID Badge and its use.
3. When leaving a work area or building ensure that all doors are secured as they were upon arrival.
4. Protect badge against loss, theft, or unauthorized use.
5. Report broken, damaged, lost or stolen badge immediately through the appropriate department head.
6. Prior to leaving the District the ID Badge must be returned to the issuing department. Departments are responsible for having badge return on their employee exit checklist.

## **SECTION 41: STANDARDS OF CONDUCT POLICY**

(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."

Subject to applicable law, 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.
- K. Insubordination or unjustified refusal to follow management instructions, or refusal or subject to applicable law, 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. Except where permitted by law, 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. Malicious gossiping, bullying others, or unlawfully 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, business opportunities, 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, discrimination, retaliation, bullying, 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 confidential 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.

**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. Engaging in concerted protected activity is permitted by law and will not by itself result in disciplinary action or termination. Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal, state or local law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

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

**SECTION 42: ELECTRONIC COMMUNICATIONS COMPUTER USE POLICY**

(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**

### **A. 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, 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.

### **B. 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.

### **C. 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.

### **D. 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.

**E. 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:

DFASD

- (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 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 email 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 make the correct determination. The Director of Human Resources can also assist you in making such determination.

<i>E-mail Messages Generally Considered as Public Records (Retention)</i>	<i>E-mail Messages Generally <b>NOT</b> Considered as Public Records</i>
<ul style="list-style-type: none"> <li>❖ 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></li> <li>❖ 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></li> <li>❖ 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></li> <li>❖ 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></li> </ul>	<ul style="list-style-type: none"> <li>➤ Personal messages and announcements not related to official District business. <i>(Example: Announcements of birthday celebrations or invitations to lunch.)</i></li> <li>➤ "Spam" e-mails, advertisements, "junk" e-mails.</li> <li>➤ 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></li> <li>➤ 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></li> </ul>

4. **E-Mail Attachment:** 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.

## **EMPLOYMENT OF RELATIVES AND SPOUSES**

### **SECTION 43: EMPLOYMENT OF RELATIVES**

- A. The Board of Directors, General Manager, or any management employee shall not appoint any relative to any position with Gold Coast Transit, where such appointment and/or employment has the potential to 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 44: THE EMPLOYMENT OF SPOUSE OR REGISTERED DOMESTIC PARTNETS**

- 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.