

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**GOLD COAST TRANSIT DISTRICT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION #721**  
**JULY 1, 2024 THROUGH JUNE 30, 2027**

**MECHANICAL UNIT**

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# MEMORANDUM OF UNDERSTANDING

## MECHANICAL UNIT

### PART I – UNIT-SPECIFIC ARTICLE SECTION

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

#### SECTION 1 INTRODUCTION

##### Article 1.01 PARTIES TO MEMORANDUM

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

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

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

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

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

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

#### SECTION 2 WAGES

##### Article 2.01 WAGES AND WAGE SCHEDULE

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

Effective on the first pay period commencing on July 1st, 2024, the district agrees to a market adjustment for the classifications as indicated in Appendix "A"

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

July 1st, 2024 four percent (4.0%)

July 1st, 2025 four-and-a-half percent (4.5%)

July 1st, 2026 three-and-seventy five percent (3.75%)

**See the wage scale in Appendix "A".**

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

A five percent (5%) night differential shall be paid to those employees required to work two hours or more of their work shift after 5:00 PM until closing.

#### **Article 2.06 CALL-BACK PAY**

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

### **SECTION 3 HOURS**

#### **Article 3.01 MECHANICAL HOURS**

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

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

#### **Article 3.02 OVERTIME**

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

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

C. Overtime Assignment: All overtime work in the Maintenance Department shall be, as far as practicable, strictly assigned among qualified and eligible employees in accordance with the following:

1. When overtime is required to complete a task, the mechanic who started the task shall be assigned the overtime required to complete that task.
2. The qualified eligible employee with the most Seniority coming off their shift shall be offered/assigned any unscheduled overtime work immediately following the end of their shift.
3. Qualified employees who are on their days off shall be offered overtime in order of Seniority.
4. All other qualified eligible employees shall be notified by Seniority.

5. In the event that overtime work has not yet been assigned work will be assigned to qualified employees in reverse Seniority order, within the class required to complete the assignment.

Employees eligible for overtime shall not be passed for overtime until reasonable efforts to contact them have been made by GCTD. GCTD shall allow a reasonable time to respond (10 minutes) in the event that a message is required. If there is no answer the employee shall be considered to have passed that opportunity to work overtime. It is the employee's responsibility to make sure the Department Manager has the proper contact number(s)

For the purposes of overtime assignment, the term "qualified employee" shall mean to have "walk-on" capability to perform the work as determined by management.

Call back or day off overtime subject to assignment shall pay a minimum of two (2) hours at the overtime rate. A maintenance employee's consecutive hours shall not exceed twelve (12) hours except in emergencies.

D. Compensatory Time Off: Mechanical Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of seventy (70) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule.

### **Article 3.03 SCHEDULE EXCHANGE PROGRAM**

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

A. No request is guaranteed to be approved simply because both mechanical unit employees within same classification have agreed. The request must also be approved by management and must not impact service coverage needs of the agency. An exchange will only be approved in situations where an employee requested vacation and the request was not approved.

B. No request will be granted that would increase either employee's scheduled overtime by more than one hour of their current total weekly bid time.

C. Request will only be granted when GCTD has sufficient personnel available on the affected days to insure adequate staffing in case of unexpected absences.

D. There is no set number of approved slots for exchange. Each request is on a case -by-case approval.

E. Any exchanged shift becomes part of that employee's regular work schedule and counts towards qualification for holiday pay

## **SECTION 5 LEAVE TIME**

### **Article 5.09 VACATION BIDDING**

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

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

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

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

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

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

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

## **SECTION 6 WORKING CONDITIONS**

### **Article 6.01 SENIORITY**

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

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

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

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

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

The groups are as follows:

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

**Service Group** — Service Worker I, Service Worker II

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

**Cleaner/Sanitizer Group** – Cleaner/Sanitizer

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

**Article 6.04 UNIFORM ALLOWANCE**

- A. GCTD will rent uniforms for all maintenance employees. Employees shall be responsible for placing dirty uniforms in designated receptacle on the day and time prescribed by the uniform rental company. Employees will not be held responsible for items not returned by the uniform rental company. Failure to do so will relieve GCTD of any obligation to provide clean uniforms during the week the employee fails to comply. It will be the responsibility of the employee to pay the cost for uniforms damaged due to their own negligence. Should any part of the uniform be damaged in the performance of the employee's duties without negligence by the employee, the employee will not be responsible for the cost of the replacement. Employees will, at all times they are on duty, wear uniforms as specified by GCTD that are presentable, clean and in good repair. GCTD will provide 12 shirts and pants as uniforms.
- B. All regular Mechanical Unit employees shall be provided one work jacket with liner every other fiscal year during the term of this agreement. Such jacket shall be of GCTD's selection with no cost to the employee. The jacket will have reflective properties which can be worn in lieu of a safety vest. GCTD will provide cleaning of the uniform jacket and liner four (4) times annually. Vest with liner will be provided as an option in lieu of jacket if available through the district's vendor.

The district will provide additional jacket on an as needed basis (damaged) as determined by the Department Head. Repair and/or replacement of jacket destroyed in the performance of official duty will be paid for by the district. In the event the jacket is misplaced by the vendor, the district will provide a replacement with no cost to the employee. GCTD will have loaners available.

- C. All Mechanical Unit employees shall be provided the following rain gear:
- Rain Jacket
  - Rain Trousers
  - Rain Boots
  - Rain Hood

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

- D. All regular and probationary maintenance personnel will wear safety shoes while on duty in accordance with GCTD Standard Safety Practices. GCTD shall provide a pair of safety shoes to all regular and probationary maintenance personnel. Annually within one week of July 1, GCTD will authorize the purchase of one pair of safety shoes, which may include insoles, at a cost not to exceed \$225.00 GCTD shall not be required to replace lost or stolen boots.
- E. Employees in the position of Building Maintenance Worker, Service Worker I or Service Worker II will be provided a second pair of safety shoes, which may include insoles, every other year, with the total cost to GCTD for each fiscal year not to exceed \$450.00. GCTD will in July authorize for Building Maintenance Worker, Service Workers (I or II) the purchase of safety shoes, which may include insoles, at any time during the year; one pair, not to exceed \$225.00, in fiscal years that start in July of an even numbered year and two pair, not to exceed \$450.00, in years that start in July of an odd numbered year. It is agreed that any costs billed to GCTD in excess of the authorized amount in any fiscal year will be reimbursed as a pickup from the employee's pay in the following pay period. Service Workers hired after January 1<sup>st</sup> of an odd numbered year, who are provided one pair of safety shoes when first hired, will be authorized in the following July to purchase only one additional pair the following fiscal year.
- F. Safety shoes which meet specifications described in GCTD Standard Safety Practices shall be purchased from a vendor with whom GCTD has established a business agreement. GCTD will provide the employee with an approved purchase form, and GCTD will be directly billed by the vendor. Shoe



purchases will be made outside of the employee's work shift and on the employee's own time. GCTD agrees to meet and confer with SEIU 721 prior to changing safety shoe vendor(s).

#### **Article 6.06 SAFETY**

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

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

#### **Article 6.07 TOOLS**

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

B. GCTD's mechanic tool reimbursement allowance shall apply to each regular Mechanic (I, II and III) and Facility and Equipment Mechanic (I and II), who have successfully completed their probationary period. Reimbursement will be

FY 2024-25 – up to \$1200.00

FY 2025-26 – up to \$1200.00

FY 2026-27 – up to \$1250.00

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

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

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

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

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

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

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

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

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

**APPENDIX A**

**MECHANICAL UNIT – WAGE TABLE Effective July 1st, 2024**

		<b>Facility &amp; Vehicle Cleaner</b>					
		STEPS	5.00%	5.00%	5.00%	5.00%	5.00%
		A	B	C	D	E	F
<b>12.92%</b>	Market Adjustment	\$ 19.45	\$ 20.42	\$ 21.44	\$ 22.52	\$ 23.64	\$ 24.82
<b>4.00%</b>	7/1/2024	\$ 20.23	\$ 21.24	\$ 22.30	\$ 23.42	\$ 24.59	\$ 25.82
<b>4.50%</b>	7/1/2025	\$ 21.14	\$ 22.20	\$ 23.30	\$ 24.47	\$ 25.69	\$ 26.98
<b>3.75%</b>	7/1/2026	\$ 21.93	\$ 23.03	\$ 24.18	\$ 25.39	\$ 26.66	\$ 27.99

		<b>Service Worker I</b>					
		STEPS	5.00%	5.00%	5.00%	5.00%	5.00%
		A	B	C	D	E	F
<b>2.54%</b>	Market Adjustment	\$ 20.42	\$ 21.44	\$ 22.52	\$ 23.64	\$ 24.82	\$ 26.06
<b>4.00%</b>	7/1/2024	\$ 21.24	\$ 22.30	\$ 23.42	\$ 24.59	\$ 25.82	\$ 27.11
<b>4.50%</b>	7/1/2025	\$ 22.20	\$ 23.30	\$ 24.47	\$ 25.69	\$ 26.98	\$ 28.33
<b>3.75%</b>	7/1/2026	\$ 23.03	\$ 24.18	\$ 25.39	\$ 26.66	\$ 27.99	\$ 29.39

		<b>Service Worker II / Building Maintenance Worker</b>					
		STEPS	5.00%	5.00%	5.00%	5.00%	5.00%
		A	B	C	D	E	F
<b>7.70%</b>	Market Adjustment	\$ 22.52	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.74
<b>4.00%</b>	7/1/2024	\$ 23.42	\$ 24.59	\$ 25.82	\$ 27.11	\$ 28.46	\$ 29.89
<b>4.50%</b>	7/1/2025	\$ 24.47	\$ 25.69	\$ 26.98	\$ 28.33	\$ 29.74	\$ 31.23
<b>3.75%</b>	7/1/2026	\$ 25.39	\$ 26.66	\$ 27.99	\$ 29.39	\$ 30.86	\$ 32.40

		<b>Mechanic I / Facility &amp; Equipment Mechanic I *</b>					
		STEPS	5.00%	5.00%	5.00%	5.00%	5.00%
		A	B	C	D	E	F
<b>11.75%</b>	Market Adjustment	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.74	\$ 30.17	\$ 31.68
<b>4.00%</b>	7/1/2024	\$ 25.82	\$ 27.11	\$ 28.46	\$ 29.89	\$ 31.38	\$ 32.95
<b>4.50%</b>	7/1/2025	\$ 26.98	\$ 28.33	\$ 29.74	\$ 31.23	\$ 32.79	\$ 34.43
<b>3.75%</b>	7/1/2026	\$ 27.99	\$ 29.39	\$ 30.86	\$ 32.40	\$ 34.02	\$ 35.72

		<b>Mechanic II / Facility &amp; Equipment Mechanic II *</b>					
		STEPS	5.00%	5.00%	5.00%	5.00%	5.00%
		A	B	C	D	E	F
<b>3.98%</b>	Market Adjustment	\$ 30.17	\$ 31.68	\$ 33.27	\$ 34.93	\$ 36.68	\$ 38.51
<b>4.00%</b>	7/1/2024	\$ 31.38	\$ 32.95	\$ 34.60	\$ 36.33	\$ 38.14	\$ 40.05
<b>4.50%</b>	7/1/2025	\$ 32.79	\$ 34.43	\$ 36.15	\$ 37.96	\$ 39.86	\$ 41.85
<b>3.75%</b>	7/1/2026	\$ 34.02	\$ 35.72	\$ 37.51	\$ 39.38	\$ 41.35	\$ 43.42

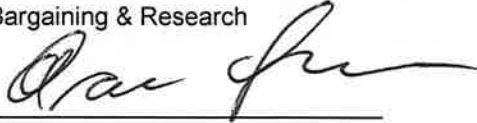
		<b>Mechanic III *</b>					
		STEPS	5.00%	5.00%	5.00%	5.00%	5.00%
		A	B	C	D	E	F
<b>9.17%</b>	Market Adjustment	\$ 33.27	\$ 34.93	\$ 36.68	\$ 38.51	\$ 40.44	\$ 42.46
<b>4.00%</b>	7/1/2024	\$ 34.60	\$ 36.33	\$ 38.14	\$ 40.05	\$ 42.05	\$ 44.16
<b>4.50%</b>	7/1/2025	\$ 36.15	\$ 37.96	\$ 39.86	\$ 41.85	\$ 43.94	\$ 46.14
<b>3.75%</b>	7/1/2026	\$ 37.51	\$ 39.38	\$ 41.35	\$ 43.42	\$ 45.59	\$ 47.87

\*E-Mechanic + \$1hr

ON BEHALF OF SEIU



Steve Koffroth  
SEIU 721, Director of Collective  
Bargaining & Research



Aram Agdaian  
SEIU 721



Gabriel Magana  
SEIU 721, Bargaining Team Member

DATE

9/18/24

ON BEHALF OF GCTD



Vanessa Rauschenberger  
General Manager



Alex Zaretsky  
GCTD, Director of Human Resources

DATE

9/18/24