

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**GOLD COAST TRANSIT DISTRICT**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 186**

**02/04/2026 through 06/30/2028**

**DISPATCHER/RESERVATIONIST**

THE UNIVERSITY OF CHICAGO

PHILOSOPHY

PHILOSOPHY 101: INTRODUCTION TO PHILOSOPHY

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## SECTION 1 INTRODUCTION

### Article 1.1 PARTIES TO MEMORANDUM

This Memorandum of Understanding (MOU) has been entered into between INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 186 (TEAMSTERS), as a formally recognized employee organization, and GOLD COAST TRANSIT DISTRICT (GCTD), on behalf of the employees occupying the exempt job classifications of:

DISPATCHER / RESERVATIONIST

TEAMSTERS is hereby certified as the formally recognized employee organization for those employees occupying the job classification above at 1901 Auto Center Drive Oxnard, CA 93036 and other GCTD locations regarding salaries/wages and other terms and conditions of employment.

### Article 1.2 VALIDITY OF MEMORANDUM OF UNDERSTANDING

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to, in good faith, negotiate for the purpose of replacing any such invalid or illegal provision.

Should any changes be made in any federal or state law, or in any rules and regulations implementing such legislation, or in any GCTD policy which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal.

The parties hereto shall immediately commence, as reasonably possible, to negotiate for the purpose of replacing any such invalid or illegal provision.

### Article 1.3 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect unless approved by the International Brotherhood of Teamsters then ratified by the employees of the TEAMSTERS and approved by Resolution duly adopted by the Board of Directors of Gold Coast Transit District.

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

### Article 1.4 PARTIES' RIGHTS

#### A. GCTD's Rights

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

#### B. TEAMSTERS' Rights

The parties hereto recognize that TEAMSTERS retains the right to 1) file grievances as to decisions that impact or effect salaries/wages and other terms and conditions of employment, except, however, that the

scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, as set forth in Government Code section 3504, and 2) meet and confer in good faith regarding salaries/wages and other terms and conditions of employment with representatives of such recognized employee organizations, as defined in subdivision (b) of Section 3501, and have GCTD consider fully such presentations as are made by the employee organization on behalf of its members prior to arriving at a determination of policy or course of action as set forth in Government Code section 3505.

### C. BARGAINING

During MOU negotiations, GCTD and TEAMSTERS will facilitate negotiations. Negotiations will be limited to **one (1)** representative from the TEAMSTERS bargaining unit.

#### **Article 1.5 PAYROLL DEDUCTIONS**

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

#### **Article 1.6 NONDISCRIMINATION POLICY**

It is agreed that neither TEAMSTERS nor GCTD shall discriminate against any employee for any category protected by state or federal law, or because of union membership or lawful union activity. GCTD and bargaining unit employees mutually agree to treat one another with dignity and respect.

#### **Article 1.7 DEFINITIONS**

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

**Employee** – Anyone hired by GCTD who has not terminated that relationship, either voluntarily or involuntarily. For purposes of this MOU, the term employee shall be limited to those employees hired into the classifications listed in Article 1.1 of this MOU.

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

**Probationary Employee** – Period of time from placement into a position until the employee becomes a regular employee. Normal introductory period is the initial twelve (12) months of employment in a specific classification in accordance with GCTD Personnel Rules. A six-month review of performance will be conducted during the probationary period. This means that all probationary employees will receive a six-month review. An employee's probationary period may be extended by mutual agreement.

#### **Article 1.8 GENERAL PROVISIONS**

GCTD Personnel Rules will be made available to the employees. All new employees shall be given a copy of this document by the District during their onboarding process, as part of the new hire packet.

Except in the cases of temporary operational need, no bargaining unit work covered by this agreement will be performed by non- bargaining unit employees. Neither Supervisors, Demand Response Drivers, fixed route drivers, maintenance workers, office staff, etc will perform work covered by this agreement. The District agrees that they will not subcontract bargaining unit work covered by this agreement.

Dispatch/Reservationist phone calls can be reviewed by Management periodically to ensure that procedures and scripts are being followed.

## SECTION 2 WAGES

### Article 2.1 WAGES AND COMPENSATION

General salary increases for TEAMSTER shall be set forth in Appendix A of this MOU.

#### A. Wage Steps

Employees will be compensated according to a seven step pay plan as outlined in Appendix A, Pay Plan Dispatcher/Reservationist Wage Schedule. In no event may an employee's base wage compensation exceed the top step of the pay plan. Base wage is the employee's amount of compensation without bilingual or longevity pay. New employees may be hired above the applicable start rate for the classification, if GCTD determines that the new employee has additional education, training, experience, or other qualifications warranting additional recognition.

#### B. Eligibility for Step Increases

Employees below the maximum wage step in a classification shall be eligible for an annual step increase to the next step on the pay plan contingent on a successful annual individual performance evaluation. In order to be eligible for a step increase an employee must receive a rating of satisfactory or higher on their annual performance evaluation. Notwithstanding any other provision of this Memorandum of Understanding, performance evaluations are not subject to any grievance or appeal process, except as follows: employees who do not receive a performance evaluation rating of satisfactory or higher may submit a written request for reconsideration by a written request and one-on-one meeting with GCTD's General Manager, or designee. This request for reconsideration must be submitted in writing within five (5) business days of receipt of the performance evaluation rating or the right to request reconsideration is waived. The General Manager, or designee, shall review the performance evaluation rating, written request, and one-on-one meeting, and decide whether to affirm or amend the rating. The General Manager's, or designee's, decision is final and not subject to any appeal.

#### C. Time Frames for Step Increases

Advancement to the next step will require an employee to spend a minimum of one (1) year or 2080 hours actually paid by GCTD in the previous step, whichever is more. Notwithstanding these requirements, if the General Manager determines that an employee's evaluation warrants an earlier step increase, the General Manager may, at his/her sole discretion, provide an earlier step increase to an employee.

#### D. Effective Date of Salary Increases

Step increases for employees will be effective on the beginning of the first full pay period following the employee's anniversary date in the bargaining unit. Should GCTD fail to conduct a timely performance evaluation before the employee's anniversary date, and a subsequent performance evaluation results in the employee being eligible for a step increase, the step increase will be retroactive to the employee's last anniversary date. Failure to conduct an evaluation within that time period does not preclude GCTD from conducting an evaluation at a later date.

*See Appendix A of this MOU.*

### Article 2.2 LONGEVITY PAY

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 employee's current salary for each five (5) years of GCTD full-time 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

### **Article 2.3 OUT-OF-CLASSIFICATION PAY**

When, in the determination by the General Manger or designee, it is necessary to assign the full range of duties and responsibilities of a job classification higher than those normally performed by an employee due to the temporary absence of an employee in a job classification higher than a TEAMSTERS employee or a vacancy in a job classification higher than a TEAMSTERS employee, employee so assigned shall be compensated. The employee temporarily assigned shall be paid at the rate of 5% above the total HOURLY/salary of the highest paid subordinate.

### **Article 2.4 ATTENDANCE BONUS**

If an employee has no unscheduled absences (sick leave, leave as defined in Articles 5.2, 5.4, 5.5; suspensions, or any absence that is unscheduled) in a 6-month period (January 1 to June 30; July 1 to December 31), a bonus of \$225 for each qualifying 6- month period will be paid. If an employee has no unscheduled absences for a full calendar year (January 1 to December 31), an additional \$250 bonus will be paid, for a maximum of \$700 per contract year

### **Article 2.5 BILINGUAL PAY**

Consistent with the need of GCTD for bilingual ability, a TEAMSTERS 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 \$63.00 per month (\$.36 per hour) for positions requiring bilingual speaking.

## **SECTION 3 HOURS**

### **Article 3.1 SCHEDULE & SHIFT BIDDING**

Seniority shall determine all vacation and work schedule bidding.

#### **Shift Bidding Procedure for Dispatchers / Reservationist:**

- 1) GCTD shall conduct a General Shift Bid once each year to be implemented the first pay period in January.
- 2) The scheduled shift bid shall be conducted on the first Tuesday of December for the following calendar year. 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.
- 3) Seniority will be the determining factor in all bidding. The most senior employee will be the first to bid. Others will follow in seniority order.
- 4) For operational needs, 50% of posted bids will be labeled flexible although all schedules are subject to daily / weekly changes per operational needs. Every attempt will be made to keep schedules consistent.
- 5) Bid Implementation: New schedules will begin on the Sunday of the first pay period of the new year in January.
- 6) Management reserves the right to conduct additional bids for operational needs. All vacations will be honored if schedules change. Management will not change work schedules or bids solely to avoid paying overtime.

### **Article 3.2 OVERTIME**

A. Overtime Work - Defined: Overtime work is work performed by a Dispatcher/ Reservationist at times other than those normally required for their employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Time worked in increments

of less than one-twelfth of an hour shall not be accumulated or recorded as overtime. Overtime shall not be pyramided or compounded.

B. Overtime Worked - Compensation: Dispatcher – Reservationist shall be paid for overtime at one and one-half (1½) the regular hourly rate.

C. Overtime Work – Dispatcher - Reservationist: For the purpose of computing regular and overtime work, the total hours of work ordinarily required for a forty (40) hour, five (5) day week employee in a biweekly payroll period shall be considered as the regular working hours required for a full-time Dispatcher - Reservationist. Any hours in excess of that requirement shall be considered overtime work for this classification. Vacation leave taken, sick leave taken and compensatory time taken shall not be counted as time worked for purposes of computing overtime. **Employees who remain on duty more than ten (10) minutes beyond their scheduled shift** must request approval by submitting a **Deviation Time Reason**, explaining the necessity for the additional time. Failure to obtain such approval may result in the time not being authorized or compensated as overtime.

D. Overtime Assignment:

**Emergency Staffing / Shift Extension Due to Staffing Shortage:**

- 1) In the event of unforeseen operational needs caused by same-day call-offs, no-shows, or other unplanned absences, GCTD reserves the right to extend an employee's shift beyond their regularly scheduled end time to ensure continuity of service. Nothing herein shall prevent GCTD from changing an employee's hours within an already scheduled workday in order to address an employee's absence. Management will not change work schedules or bids solely to avoid paying overtime.
- 2) When feasible, the Employer shall provide employees with as much advance notice as possible regarding the need for such shift extensions.
- 3) These extensions shall only be utilized when necessary to preserve service levels and shall be offered by seniority. If Senior employees pass then the overtime will be assigned by reverse seniority among qualified employees. The Union shall be provided with information regarding the frequency and distribution of such extensions upon request.

E. Compensatory Time Off: Dispatcher - Reservationist Unit employees may elect to accrue compensatory time off in lieu of cash for overtime worked. Compensatory time shall be accrued at the overtime rate to a maximum balance of seventy (70) hours annually. Accrued compensatory time may not be used in lieu of time off in the same payroll week as additional compensatory time is accrued. Any time accumulated and not taken off by November 30th of any calendar year shall be paid in cash during the month of December on the pay check no less than two weeks following the cut-off date. Nothing in this MOU shall prevent the parties from mutually agreeing to an alternative schedule. If an employee is in a modified duty position at the time of the cash payout, the compensation will be consistent with the pay in the classification when compensatory time was earned.

**Article 3.3 REST BREAKS**

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

**Article 3.4 SCHEDULE EXCHANGE PROGRAM**

The Dispatcher/Reservations group may participate in a schedule exchange program that allows two employees to switch shifts within the same payroll week, subject to approval by GCTD management. A written request must be completed and signed by both participating Teamsters Dispatcher/Reservations, and submitted to the Department Director or their designee no less than 24 hours prior to the beginning of the requested exchange. Approval of such requests is not guaranteed solely on the basis of mutual agreement and signatures; all exchanges are subject to management discretion.

**Article 3.5 TRAINING**

New Hire Training - any new hire training shall be done on days and hours deemed appropriate by the Department Director or designee.

**SECTION 4 BENEFITS**

**Article 4.1 MEDICAL, DENTAL, AND VISION INSURANCE**

The total monthly GCTD insurance premium contribution for health, dental, and vision benefits for regular and probationary full-time TEAMSTERS will be as noted.

**EMPLOYEE**

**EMPLOYEE + ONE DEPENDENT**

**EMPLOYEE + FAMILY**

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

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

B. GCTD's contribution for each employee shall be equivalent to one-hundred percent (100%) of the employee only tier, eighty-three percent (83%) of the employee + one tier, eight-one percent (81%) of the employee + family tier, of the monthly rate for the CalPERS Kaiser Permanente medical HMO plan for the Ventura Area that provides the maximum benefit, and such contribution shall be inclusive of the minimum CalPERS medical insurance payment amount as specified in Section 22892 et seq. of the Government Code.

D. GCTD and TEAMSTERS agree to an Employee Assistance Program (EAP) for the employees.

**Article 4.2 RETIREMENT**

A. The retirement program for GCTD employees who are characterized as PEPRAs under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2% @ 62 Formula for Miscellaneous/Industrial Members PEPRA program and 1959 Survivor Benefit Level IV.

B. GCTD shall contribute the remaining 2% share. GCTD PEPRA employees will contribute 100% of the employee share in accordance with the PEPRA statute.

**Article 4.3 LIFE INSURANCE**

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

**Article 4.4 LONG-TERM DISABILITY INSURANCE**

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

**Article 4.5 ELIGIBILITY FOR BENEFITS**

Dispatcher - Reservationist are eligible on the first day of the following month of hire date, contingent on submittal of properly completed enrollment forms.

**SECTION 5 HOLIDAYS / LEAVE TIME**

**Article 5.1 HOLIDAYS**

A. All employees covered by this Memorandum shall be paid holiday pay as provided in this Article. The paid holidays shall be:

1. New Year's Day - January 1
2. Martin Luther King, Jr., Day - Third Monday in January
3. Washington's Birthday - Third Monday in February
4. Cesar Chavez's Birthday – March 31
5. Memorial Day - Last Monday in May
6. Juneteenth – June 19
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Veterans Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Thanksgiving Friday - Day following Thanksgiving
12. Christmas Eve - The last half workday immediately before Christmas Day
13. Christmas Day - December 25
14. New Year's Eve - The last half workday immediately before New Year's Day

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

- B. Employees shall be paid two and one-half (2½) times their regular hourly rate for all time worked on holidays as listed above. Employees who call out sick for the full or partial shift of their last regularly scheduled day before the holiday, the full or partial shift of their first regularly scheduled day after the holiday, or the full or partial shift of their regularly scheduled holiday shift shall be ineligible for holiday pay unless they use accrued sick leave for such absence(s). For purposes of this article, a scheduled overtime shift is considered a regularly scheduled day.
- C. Employees shall receive straight time plus one-half (½) their regular hourly rate as vacation time for scheduled hours not worked on Thanksgiving Day, Christmas Day and New Year's Day.
- D. If a holiday falls on an employee's regularly scheduled time off, vacation time off shall be granted.
- E. Notwithstanding anything above the table below explains how Holidays shall be paid.

<b>HOLIDAY PAY GRID</b>	
Applicable to all Full Time and Extra Board	
If not prescheduled, and employee does not work to cover the full shift the day before and the day after the holiday, the employee must use accrued sick leave to cover the absence or they lose all holiday benefits including consecutive holidays. (ie. Christmas Eve, Christmas Day.)	
<b>SCHEDULED to Work &amp; Worked</b>	
<b>Service Provided</b>	<b>No Service Provided</b>
Holiday Pay at one and one-half times their hourly rate for hours worked.	N/A
Pay at their hourly rate for all hours actually worked.	

<p>For any of those hours that exceed 40 hours in the workweek, this pay shall be one and one-half times their regular rate of pay.</p> <p><i>Example: Employee worked 40 hours in a week prior to the holiday. On the holiday, employee would receive Regular OT of 1.5 + Holiday OT Pay of 1.5. This equals 3 times the Regular Pay per hour. <b>**See above.</b></i></p>	
<p><b>SCHEDULED to Work &amp; DID NOT Work</b></p>	
<p><b>Service Provided</b></p>	<p><b>No Service Provided</b></p>
<p><b>Other holidays</b> If it is prescheduled sick and still have a bid, they would receive the bid hours as banked vacation.</p> <p><b>Christmas Eve &amp; New Year's Eve (1/2 day holiday)</b> Four hours banked vacation</p>	<p><b>Thanksgiving, Christmas, &amp; New Year's Day Operators:</b> Paid straight time <u>plus</u> ½ regular hours as banked vacation <b>Admin/Mech:</b> Eight hours holiday pay plus four hours banked vacation</p> <p><b>Labor, July 4<sup>th</sup>, Memorial</b> Eight hours holiday pay</p>
<p><b>NOT Scheduled to Work &amp; DID NOT Work</b></p>	
<p><b>Service Provided</b></p>	<p><b>No Service Provided</b></p>
<p><b>Other holidays</b> Eight hours banked vacation</p> <p><b>Christmas Eve &amp; New Year's Eve (1/2 day holiday)</b> Four hours banked vacation</p>	<p><b>Thanksgiving, Christmas, &amp; New Year's Day</b> Twelve hours banked vacation</p> <p><b>Labor, July 4<sup>th</sup>, Memorial</b> Eight hours banked vacation</p>

**Article 5.2 SICK LEAVE**

A. An employee absent because of illness is required to notify the employee's immediate supervisor through direct telephonic contact of the illness at least one hour before scheduled to start work or as soon as possible in light of the circumstances. When absences are properly scheduled with the employee's superior, leaves of absence for dental, optical, or other medical attention shall be defined as sick leave and 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.

B. 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. Any such paid sick leave time shall be deducted from the employee's accrued sick leave.

C. In accordance with California's Paid Sick Leave Law (AB 1522). All employees who become full-time or part-time regular employees, earn 3.08 hours per bi-weekly pay period and shall accrue a sick leave entitlement.

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).

D. Unscheduled leave without accruals is classified as unauthorized and unpaid and may be subject to disciplinary action. Furthermore, violations of abusing sick leave privileges may result in disciplinary action and loss of pay.

E. A note from a medical physician confirming treatment is required if (1) an employee is on sick leave for three or more consecutive days or (2) for less than three consecutive days, at the discretion of the Department Director with consultation with Human Resources, based on the employee's attendance record and with prior notice. The General Manager, or designee, shall review each January and July the record

of those employees who have mandatory requirements to provide a physician's note. The findings will be provided to TEAMSTERS.

1. The maximum sick leave which may be accumulated by any employee is 1,440 hours as of January 1 of each year.
2. 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.
3. 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. No payment for any sick leave will be made for involuntary employment separations. No payment for any sick leave will be made for hours accumulated by a leave donation program.
4. All regular employees who have accrued sick leave for one full calendar year and use sixteen (16) hours or less of accrued sick leave in a calendar year may elect to convert eight (8) hours of accrued sick leave to eight (8) hours of vacation. Such election shall be made in January of the following calendar year.

F. 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) KinCare Leave: Cal. Lab. Code § 233, Organ and Bone Marrow Donor Leave: Cal. Lab. Code §§ 1508 to 1513, Alcohol and Drug Rehabilitation Leave: Cal. Lab. Code §§ 1025 to 1028. In addition sick leave can be used for preventative care or the diagnosis, care or treatment of an existing health condition including, things like, medical or dental appointments. Accrued sick leave may be used to care for your injured or ill family member, including any of the following: a child (biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis), parent (biological, foster, or adoptive parent, a stepparent, grandparent, grandchild or a legal guardian), spouse, or registered domestic partner of the employee, or any other family members specified by applicable law. Leaves of absence for 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).

### **Article 5.3 INDUSTRIAL LEAVE**

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.

#### **Article 5.4 FMLA/CFRA**

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

#### **Article 5.5 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.

**Article 5.6 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. Such requests are subject to the following terms and conditions in GCTD Personnel Rules.

**Article 5.7 OTHER STATUTORY LEAVES**

(Such requests are subject to the following terms and conditions in GCTD Personnel Rules) Examples include, but are not limited to:

To Vote/ Witness Duty Leave: Cal. Lab. Code § 230(b) /Crime Victim Leave: Cal. Lab. Code §§ 230.2 and 230.5/ Domestic Violence, Sexual Assault, and Stalking Victim Leave: Cal. Lab. Code §§ 230.1 and 230(c) /Reproductive Loss Leave/ School Activity Leave: Cal. Lab. Code §§ 230.7 and 230.8/ Volunteer Firefighter and Reserve Police Leave: Cal. Lab. Code §§ 230.3 and 230.4/ Alcohol and Drug Rehabilitation Leave: Cal. Lab. Code §§ 1025 to 1028/ Civil Air Patrol Leave: Cal. Lab. Code §§ 1500 to 1507/ Organ and Bone Marrow Donor Leave: Cal. Lab. Code §§ 1508 to 1513/ Lactation Accommodation Cal. Lab. Code § 1031

**Article 5.8 OTHER LEAVE OF ABSENCE (who do not qualify for Statutory Leaves)**

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 in GCTD Personnel Rules.

**Article 5.9 VACATIONS**

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

**VACATION CREDIT FOR FULL-TIME SERVICE:**

<u>YEARS OF SERVICE</u>	<u>HOURS PER MO.</u>	<u>HOURS BIWEEKLY</u>
Less than 5	8.13	3.75
5 but less than 10	10.29	4.75
10 but less than 13	12.46	5.75
13 but less than 15	14.63	6.75
15 or more	16.25	7.5

- B. **VACATION SEVERANCE PAY:** Any employee who leaves the service of GCTD shall be paid for accrued vacation at the rate currently authorized for the position-classification wage range and step level.

- C. **VACATION CARRIED FORWARD:** Vacations shall be taken as earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance may an employee carry forward total vacation accrual as of the first of April of any year greater than 400 hours. Employees affected by this limit will be notified during January of each year that they either are already over the maximum, or could exceed the maximum on or before the first of April. The employee can then do any or all of the following:
1. After January 1<sup>st</sup> and prior to March 31<sup>st</sup>, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All vacations must be scheduled in accordance with the rules and processes defined in section 5.09 of the MOU. All assigned vacation must be completed prior to April 1<sup>st</sup>.
  2. Prior to April 1<sup>st</sup>, request vacation redemption, in accordance with Section 9F of the Personnel Rules, to bring the accrued vacation time amount below the maximum by April 1<sup>st</sup>, or
  3. On or after March 1<sup>st</sup> and prior to April 1<sup>st</sup>, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.
  4. If no action is taken, the employee will cease accruing additional vacation hours starting with the first pay period beginning after April 1<sup>st</sup>, until enough vacation is taken that the accrued vacation time drops below the maximum.
- D. **VACATION SCHEDULING:** The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work program of GCTD. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTD's functions will not be greatly interrupted.
- E. **ADDITIONAL VACATION IN LIEU OF SICK LEAVE:** When an employee's accumulated sick leave credit as of the First of January of each year exceeds the maximum allowable, the employee shall receive an additional vacation leave entitlement of 25% of such excess sick leave.

#### **Article 5.10 VACATION BIDDING**

##### **1. Timing**

- Vacation bidding will commence once the shift bid is posted and continue over the following days.
- Semi-annual vacation sign-ups will be posted after semi-annual open route bidding is completed. Employees must complete vacation bids by the date listed.

##### **2. Initial Vacation Bid**

- Each Dispatcher / Reservationist may bid for a maximum of thirty (30) days (six weeks) of vacation per calendar year in the initial round.
- Bidding will be conducted by seniority, most senior first.
- Vacation requests will be posted and communicated via email after submission so employees know which days have already been awarded.
- Proxy submittals will be accepted with prior communication with the shop steward and department manager.
- If an employee chooses to pass on bidding for a vacation period, their name shall move to the bottom of the seniority list and wait until their turn comes up again in the next round.

##### **3. Submitting Vacation Requests**

- Vacation requests may be submitted ahead of the bid time.
- Employees unable to attend their assigned bid time must leave a written list of vacation date choices with the Director of Transit Operations or designee.

- Any employee who does not bid at their appointed time will move to the bottom of the bid list and wait until their seniority order comes up again in the next round.

#### 4. Secondary / Open Bidding

- After all employees have completed their initial bid, any remaining unclaimed vacation slots will be available on a first-come, first-served basis, subject to accrual limits and operational needs.

#### 5. General Provisions

- No employee may take more vacation days than they will have accrued by the requested date.
- Changes to approved vacation are allowed only with mutual agreement between the employee and management, except in emergencies.
- The vacation bidding process is designed to provide fair and equitable access to vacation time for all employees.

Equitable Access: The initial bid round is intended to provide all Dispatcher / Reservationist with the opportunity to secure vacation time before additional weeks are awarded.

Accrual Requirement: Dispatchers / Reservationists must have the requisite number of accrued vacation hours at the time the vacation is bid or must accrue the necessary hours no later than one (1) week prior to the scheduled vacation start date. If the required hours will not be accrued by one (1) week prior to the vacation, management reserves the right to deny / cancel the submitted vacation bid request.

Time Off Requests: All requests for time off must be submitted no later than seven (7) calendar days prior to the beginning of the affected workweek. Requests submitted after this deadline may be denied at the sole discretion of management, subject to operational needs.

Vacation Cancellation Policy: Dispatchers / Reservationist wishing to cancel approved vacation must provide at least seven (7) calendar days' notice, unless due to an emergency. Cancellations will be accepted only if the slot has not already been awarded to another dispatcher during a subsequent bid round. If the canceled vacation slot becomes available, it shall be offered to the next eligible dispatcher, based on seniority and original bid order.

Posting and Timelines: The annual vacation bid schedule shall be posted at least seven (7) calendar days prior to the beginning of the January bid implementation. An ongoing updated vacation calendar will remain posted so all employees can view what days are available

## SECTION 6 WORKING CONDITIONS

### Article 6.1 SENIORITY

Seniority shall be the determining factor in all vacation schedule bidding. Seniority shall be the determining factor in all work schedule bidding when bidding for three or more available schedules. Seniority is defined as the last date of hire into a Dispatcher / Reservationist job classification.

There shall be one (1) seniority list for regular Dispatcher/Reservationists.

The employees date of seniority shall be the date an employee begins work in a bargaining unit position. In the event two (2) or more employees begin work on the same day, seniority shall be determined by the date and time application for work is received.

Employees transferring to a Dispatch/Reservationist position from another agreement shall be put at the bottom of the seniority list in the department they are transferred to. The ability to transfer to another department is at the District's option and is subject to an opening in that position.

### Article 6.2 ADVERSE ACTION, NOTICE AND PROCEDURES

- A. An adverse action is defined as a violation of the expressed terms of this Memorandum of

Understanding or the GCTD Personnel Rules, or other rules or practices in place at GCTD.

Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for suspension without pay, demotions, and dismissals, absent any extraordinary or truly unusual circumstances, will be given pre-disciplinary procedural rights, such as notice and a hearing.

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

1. Grievance Procedure: Adverse actions consisting of suspensions without pay of two days or less, imposed upon employees where minor actions may not require pre-disciplinary Skelly Procedures, are adjudicated by a Grievance Procedure. GCTD will apply pre-disciplinary procedural rights on suspensions without pay of two days or less for any regular employee against whom an adverse action is initiated, in accordance with the grievance procedure.

2. Skelly Procedure: Adverse actions consisting of suspensions without pay of more than two days, demotions or dismissals, are adjudicated by a Skelly Procedure. GCTD will apply pre-disciplinary procedural rights on behalf of any regular employee against whom an adverse action is initiated, in accordance with the process described in Article 6.2.

3. Letters to Personnel File: Letters to Personnel File are not grievable. Letters to Personnel File may be rebutted, in writing, by the employee within five (5) working days after receipt of the letter. Letters to the file may be removed from the employee's personnel file if there are no similar occurrences within one year from the date of Letter to Personnel File. It shall be the employee's responsibility to request GCTD to remove the document(s) in accordance with this provision.

4. Written Reprimand / Letter of Warning: Reprimands or warnings shall be appealable under the grievance procedure described in below.

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

### **Article 6.3 COMPLAINT PROCEDURE**

All employees who receive a complaint against them shall be provided an opportunity to respond to the complaint in writing on a standard GCTD form. Such complaint shall be presented to the employee within ten (10) working days of GCTD's receipt of the complaint. All such written responses shall be signed and dated by the employee. Prior to a complaint being filed in an employee's personnel file, the management's comments shall be shown to the employee, who shall be given the opportunity to respond in writing to the management's comments. Employees may review their employee personnel file during the regular office hours of the GCTD business offices provided such review is scheduled in advance with the Director of Human Resources.

### **Article 6.4 SKELLY PROCEDURE**

- A. Notice of Intent: Any regular employee against whom an adverse action is initiated by GCTD, dependent upon the seriousness of the violation, for suspension without pay exceeding two (2) days, demotions, and dismissals will be:

- 1) notified of the intended action;
  - 2) provided the cause or causes thereof, the employee's acts or omissions that form the basis for the cause(s);
  - 3) informed 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) provided the right to respond to the allegations set forth in the notice of intent, either in writing or at a pre-disciplinary conference.
1. If the employee chooses to respond in writing to the notice of intent, the written response must be submitted within seven (7) calendar days of receipt of the notice.
  2. If the employee chooses to appear at the pre-disciplinary conference, the employee will have the right to representation. Even if the employee has representation, the employee must personally appear at the meeting. The employee must notify GCTD that the employee 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 may appeal the proposed disciplinary action within seven (7) calendar days after receipt of the notice of action to the Labor/Management Committee.
- Labor/Management Committee
- A Labor/Management Committee will be formed by one member from management, who is appointed by the General Manager, and one member from TEAMSTERS, who is appointed by the TEAMSTERS. The committee will meet within seven (7) calendar days after receipt of an appeal of a proposed disciplinary action. The committee may invite the appealing employee to attend the meeting. The committee will review the proposed action and supporting documentation. The committee will make every effort to agree upon the appropriate action for the employee. If an agreement is reached on the appropriate action, notice will be provided to the employee within fourteen (14) calendar days.
- D. Final Appeal: If the Labor/Management Committee cannot reach an agreement to resolve the matter, the employee may appeal the proposed disciplinary action to an Appeal Review Board or to an Arbitrator selected from a State Mediation and Conciliation Service (SMCS) list. The final appeal must be made to the general manager within seven (7) calendar days after the decision has been issued from the committee. The decision reached in this step shall be final and binding on all parties.
1. Appeal Review Board: A three-member board of review is formed by the General Manager appointing two members from among public agency officials whose responsibilities encompass personnel matters and TEAMSTERS appointing a member representative. The board of review shall determine from among the members its own chairperson, who has authority to conduct the hearing. The General Manager, or designee, and the employee may be represented, may themselves testify, call witnesses and submit other relevant evidence. The board of review shall, by a majority of its members, make written findings and a decision affirming, revising or modifying the adverse action based on applicable law, GCTD policies, procedures and rules, and the evidence and arguments presented by the parties.
  2. Arbitration: As soon as possible, and in any event not later than fifteen (15) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. The State Mediation and Conciliation Service (SMCS) shall provide a list of qualified arbitrators and TEAMSTERS and GCTD will select the arbitrator by alternating the striking of submitted names until one arbitrator remains. Either GCTD or TEAMSTERS may call any employee as a witness and GCTD agrees to provide leave for said witness from work if the witness is on duty.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The losing party in the arbitration shall be responsible for the cost of arbitration and court reporters, with the exception that each party shall be responsible for its own attorney's fees.

#### **Article 6.5 UNIFORMS**

Dispatchers/reservationist are able to pick ONE (1) shirt (any style) from the pre-approved colors. A flyer for approved color is provided. The limit for each shirt has been approved for \$35, you may select a higher cost shirt, but you will be required to pay the difference. You may also substitute/swap a shirt for outerwear that is within the approved limit or pay the difference.

### **SECTION 7 UNION RIGHTS**

Employees have the right to TEAMSTERS representation at any meeting with representative(s) of GCTD which, in the employee's opinion, may result in disciplinary action. The TEAMSTERS representation shall be an available TEAMSTERS steward or **TEAMSTERS representative**. The employee shall not unreasonably delay such a meeting.

#### **Article 7.1 REASONABLE NOTICE**

- A. Except in cases of emergency, GCTD shall provide advance notice to TEAMSTERS of any intended significant change to any rule, procedure or practice which falls within the scope of bargaining.
- B. Reasonable written notice (normally not less than seven calendar days) shall be given to TEAMSTERS of any proposed rule, resolution or regulation directly relating to matters within the scope of representation, as defined in California Government Code Section 3505, prior to the time it is presented to the Board of Directors for consideration, or, if not a matter of Board policy, prior to implementation. If TEAMSTERS, within two business days of receiving such written notice, requests to meet and confer on the proposal, such a meeting will be held within fourteen calendar days of the request unless time is extended by mutual agreement. The meeting will be held prior to implementation or presentation to the Board.

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

#### **Article 7.2 ACCESS TO PREMISES**

GCTD agrees that TEAMSTERS representatives and/or stewards shall have reasonable access to the work premises for the purpose of investigating, processing, and/or resolving grievances, providing that TEAMSTERS representatives and/or stewards enter the main entrance to the GCTD Administrative Offices and prior to proceeding beyond the lobby area, duly notify the Director in the area visiting and Director of Human Resources. It is agreed by GCTD and TEAMSTERS that grievances may be processed during working hours subject to the provisions that the mission and operation of GCTD are not unreasonably interrupted or interfered with, nor unsafe conditions are created by such activity. It is agreed that officers/stewards shall be permitted to conduct a reasonable amount of TEAMSTERS business regarding grievances during working hours without loss of pay; and that the union may appoint one (1) steward per every thirty (30) TEAMSTERS employees. TEAMSTERS may use GCTD facilities to conduct meetings subject to and in accordance with applicable GCTD rules, policies, guidelines, and availability.

#### **Article 7.3 STEWARD ADMINISTRATIVE LEAVE**

GCTD shall authorize the use of the employee's vacation accrual time up to an aggregate total of thirty-two (32) hours per year for use by the TEAMSTERS steward(s) to attend any employer-employee relations seminars, union conferences or official business of the Union. Time off for this purpose may take priority over other employees' non- bid vacation requests which have not yet been approved. Granting such time

off requests will be at the discretion of the Department Director based on GCTD's needs and requirements.

#### **Article 7.4 BULLETIN BOARD**

GCTD shall supply a glass enclosed bulletin board to provide suitable display space for Local 186. Keys to the TEAMSTERS' Bulletin Board will be in the custody of the Local Business agent and GCTD. Postings by Local 186 on such board is to be confined to official business on Union Letterhead, International Brotherhood of Teamsters mandatory postings and/or Teamsters Information Terminal Accounting Network (TITAN) messages to the Union. The District will provide one (1) bulletin board per bargaining unit.

#### **Article 7.5 D.R.I.V.E**

GCTD agrees to deduct from the paycheck of all employees covered by this MOU voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a salary/wages. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted with the name of each employee on whose behalf a deduction is made and the amount deducted from the employee's paycheck.

#### **Article 7.6 LAYOFFS**

It is agreed that during the term of this MOU if layoffs occur TEAMSTERS and GCTD will meet and discuss the impacts of the actions. Seniority, as defined herein will govern the order of layoffs within any job classification. Any employee scheduled for layoff in the employee's current position that has held another position in a TEAMSTERS Unit within the past two years may bump back into their most recently held position and reacquire seniority in that position based on their hire date into that position.

Employees in this unit experiencing a layoff will be entitled to a continuation of health benefits beyond the normal cancellation of benefits by signing up for COBRA.

#### **Article 7.7 LABOR-MANAGEMENT MEETINGS**

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

The labor-management meeting shall be comprised of no more than two (2) TEAMSTERS members and two (2) Directors; additional participants may attend by mutual agreement.

#### **Article 7.8 AUTOMATION AND TECHNOLOGICAL CHANGES**

The Employer shall have the right to introduce new technologies, including artificial intelligence and automation, to improve business operations. Should such technology result in the modification of any job duties, the Employer will provide at least forty-five (45) days' advance written notice to the Union. The Employer shall consult with the Union to discuss the impact, and, where feasible, offer affected employee's opportunities for reassignment or retraining for available positions of comparable pay and benefits. No employee shall be laid off solely as a direct result of technological change, except through attrition, or upon mutual agreement between the Employer and the Union as defined by existing Layoff procedures. The joint labor-management committee shall meet as needed, to review proposed technology changes, training needs, and implementation plans. GCTD retains the exclusive right to restructure job classifications, determine the number of staff needed in each classification, evaluate performance standards, and own all data and work produced by AI systems, provided such changes comply with this Agreement. Disputes arising solely from the introduction of technology shall be subject to grievance procedures.

## SECTION 8 CLOSING

### Article 8.1 TERM OF MEMORANDUM

The term of this Memorandum is 02/04/2026 through 06/30/2028. Either party may serve the other, in writing, at any point after 03/31/2026, with a request to open negotiations for a successor MOU.

### Article 8.2 PEACEFUL PERFORMANCE

TEAMSTERS agrees that neither TEAMSTERS, its officers, its agent, nor any of the employees covered by this MOU will cause, engage in, sanction, or support any job action, including but not limited to a work slowdown, work stoppage, strike, sick-out, or any other interference with the work and statutory functions or obligations of the GCTD or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, nor shall TEAMSTERS or any employee covered by this MOU honor any similar job action of any other employee or group of employees of GCTD or any union or association by withholding or refusing to perform services for GCTD. In the event an employee violates this provision, GCTD may immediately terminate any such employee without any appeal process for the employee. GCTD agrees there shall be no lockouts made by GCTD.

### Article 8.3 SUCCESSORS AND ASSIGNEES

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

### Article 8.4 FULL UNDERSTANDING MODIFICATION AND WAIVER

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

B. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.

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

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

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

Appendix A

<b>Wage Table</b>	<b>Reservationist / Dispatcher</b>						
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>COLA Upon Teamsters Ratification</b>							
<b>January 18th, 2026</b>	\$ 55,660	\$ 57,330	\$ 59,049	\$ 60,821	\$ 62,646	\$ 64,525	\$ 66,461
	\$ 26.76	\$ 27.56	\$ 28.39	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95
<b>COLA Effective</b>							
<b>Wednesday, July 1, 2026</b>	\$ 57,469	\$ 59,193	\$ 60,969	\$ 62,798	\$ 64,682	\$ 66,622	\$ 68,621
	\$ 27.63	\$ 28.46	\$ 29.31	\$ 30.19	\$ 31.10	\$ 32.03	\$ 32.99
<b>COLA Effective</b>							
<b>Thursday, July 1, 2027</b>	\$ 58,618	\$ 60,377	\$ 62,188	\$ 64,054	\$ 65,975	\$ 67,954	\$ 69,993
	\$ 28.18	\$ 29.03	\$ 29.90	\$ 30.79	\$ 31.72	\$ 32.67	\$ 33.65

**\*Note: Employees eligible for step increase annually on date of hire anniversary, subject to performance review.**



Jed Johnson  
Assistant to Principal Officer/  
Business Representative  
Teamsters 186

Date 2/12/26



Vanesas Rauschenberger  
General Manager  
Gold Coast Transit District

Date 2/12/26