

MEMORANDUM OF UNDERSTANDING
BETWEEN
GOLD COAST TRANSIT DISTRICT
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 186
01/03/2018 through 06/30/2023
SUPERVISORS

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MEMORANDUM OF UNDERSTANDING

SUPERVISORS

SECTION 1 INTRODUCTION

Article 1.1 PARTIES TO MEMORANDUM

This Memorandum of Understanding 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:

- Customer Service Supervisor
- Maintenance Administration Supervisor
- Maintenance Supervisor
- Operations Safety & Training Supervisor (formerly Operations Safety & Training Officer)
- Operations Supervisor (formerly Transit Supervisor)

TEAMSTERS is hereby certified as the formally recognized employee organization for those employees occupying the job classification listed above regarding salary 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 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 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 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 two (2) representatives from the TEAMSTERS.

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.

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.

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 Section 23G of the GCTD Personnel Rules. Regular six-month reviews of performance will be conducted during the probationary period, including any extensions of the probationary period. This means that all probationary employees will receive a six-month review. Any employee whose probation is extended beyond twelve months will receive a twelve month review, and any employee who remains on probation after eighteen months will receive an eighteen-month review.

SECTION 2 SALARY

Article 2.1 GENERAL SALARY INCREASE

During the term of this MOU no general salary increase for TEAMSTERS shall be provided.

Article 2.2 SALARY SCHEDULE

A. Salary Steps

Employees will be compensated according to a five step pay plan as outlined in Appendix A, Pay Plan – Supervisor Salary Schedule. In no event may an employee's base salary compensation exceed the top step of the pay plan. Base salary 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 the District 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 salary 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 the District'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. Rate of Step Increases

There shall be a five percent (5%) separation between salary steps.

D. 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.

E. Effective Date of Salary Increases

Step increases for new employees will be effective on the beginning of the first full pay period following the employee's anniversary date. Existing employees, beginning March 1, 2019, will receive a base salary adjustment to the step immediately above their base salary as of February 28, 2019. During the term of this MOU, employees both 1) covered by this MOU and 2) employed by GCTD as of February 28, 2019; shall receive step increases effective each March 1. Employees both 1) covered by this MOU and 2) employed by GCTD as of February 28, 2019 shall have an anniversary date for salary increases and employee evaluations as March 1. Should the District 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 the District from conducting an evaluation at a later date.

Article 2.3 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 payment shall be predicated upon the increment of salary then paid.

Article 2.4 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 salary of the highest paid subordinate.

Article 2.5 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 \$150 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 \$100 bonus will be paid, for a maximum of \$400 per contract year. The first qualifying 6-month period will be January 1, 2019 to June 30, 2019.

SECTION 3 HOURS

Article 3.1 SCHEDULE EXCHANGE PROGRAM

All TEAMSTERS may request participation in a schedule exchange program that allows the switching of shifts within the same payroll week between two supervisors in the same job classification subject to approval by the Department Director. A request for the exchange of work shifts must be completed and signed by both TEAMSTERS and submitted to the Assistant General Manager or designee no less than 24 hours prior to the beginning of the requested exchange. No request is guaranteed to be approved simply because both supervisors have agreed and signed.

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

• CY 2018	\$832.84
• CY 2019	\$832.84
• CY 2020	\$832.84
• CY 2021	\$832.84

EMPLOYEE + ONE DEPENDENT

• CY 2018	\$1,082.84
• CY 2019	\$1,082.84
• CY 2020	\$1,082.84
• CY 2021	\$1,094.40

EMPLOYEE + FAMILY

• CY 2018	\$1,327.87
• CY 2019	\$1,343.46
• CY 2020	\$1,383.76
• CY 2021	\$1,425.27

- 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.
- B. GCTD Management will review benefit and premium proposals and recommendations with the TEAMSTERS steward or designated representative by September 21st of each year. GCTD shall authorize paid time up to an aggregate total of two (2) hours per year for a

maximum of one (1) TEAMSTERS steward or designated representative participating in this review.

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

Article 4.2 RETIREMENT

- A. The retirement program for TEAMSTERS who are characterized as CLASSIC under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2.7% @ 55 full and supplemental formula for local miscellaneous members and 1959 Survivor Benefit Level IV. The retirement program for GCTD employees who are characterized as PEPRA under the California Public Employees' Pension Reform Act (PEPRA) and the California Public Employees' Retirement Law (PERL) is the CalPERS 2% @ 62 Formula for Miscellaneous/Industrial Members PEPRA program and 1959 Survivor Benefit Level IV.
- B. TEAMSTERS Classic employees shall each contribute 6% of the 8% PERS employee contribution, and 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

All Supervisors are eligible on the first day of the following month of hire date, contingent on submittal of properly completed enrollment forms.

SECTION 5 LEAVE TIME

Article 5.1 HOLIDAYS

- 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. Employees regularly scheduled to work less than thirty-two (32) hours per week (part-time) will not receive holiday pay.

- D. The holiday schedule shall be as follows:

1. New Year's Day – January 1
2. Martin Luther King Day – Third Monday in January
3. President's Day – 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 the last regularly scheduled day before the holiday and 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 in Article 5.1D will be paid for a full day at the employee's regular rate plus will receive a holiday vacation accrual for twelve hours. Employees working a partial day on Holidays as listed in Article 5.1D 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 1½ times the 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 4½ hours holiday vacation accrual).

- G. As a benefit, employees shall receive four hours accrued as vacation time on Thanksgiving Day, Christmas Day, and New Year's Day.

- H. If an employee recognizes alternative holidays for religious purposes, employee may contact the

Human Resources Department to discuss their right to take additional religious holidays without pay.

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 1 hour of sick leave for every thirty (30) hours worked and shall accrue a sick leave entitlement.
- D. 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 within a year and by satisfying a 90 day employment (probationary) period before a temporary or per diem employee can actually take sick leave.
- E. GCTD's part-time or fulltime 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.
1. The maximum sick leave which may be accumulated by any 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 his/her accumulated sick leave, the employee may request that the General Manager, or designee, approve a special leave of absence with pay. Long tenure employees 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, and quality of performance.
 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 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).

Article 5.3 EMPLOYEE LEAVE DONATION PROGRAM

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

- A. A catastrophic illness or injury is a severe illness or injury constituting a momentous tragic event of extreme misfortune that is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated leave banks.
- B. Each request will be reviewed for uniformity and consistency of application.
- C. Eligibility to participate in this program is limited to regular employees.
- D. Accumulated vacation leave time may be donated. To be eligible to donate, an employee must retain a minimum of 60 hours in the accrual bank designated. If the adjusted accrual bank falls beneath this minimum, no donation can be made.
- E. During a twelve-month period, an employee may donate to a recipient a maximum of 40 hours and a minimum of 8 hours.
- F. The maximum donated hours an employee may receive is 480 hours in a twelve-month period.
- G. Donated leave hours will be credited to the recipient's sick leave bank on an hour-for-hour basis at the recipient's hourly rate of pay at the time the sick leave is used.
- H. All donated time will be designated as sick leave accrual for the recipient.
- I. If the employee is receiving state disability insurance or temporary disability indemnity benefits payments, the payment of the leave will be adjusted to the normal net take-home pay (as defined in the policy under Section 5.04 Industrial Leave).

Article 5.4 INDUSTRIAL LEAVE

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

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

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

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

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

Article 5.5 BEREAVEMENT LEAVE

- A. 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.

- B. The first five days of bereavement leave taken by an employee are not chargeable to accrued sick leave. Any authorized bereavement leave taken in excess of five days is chargeable to accrued sick or vacation leave, at the employee's discretion.
- C. A regular employee may take an additional two (2) days, chargeable to accumulated sick 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.

Article 5.6 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 period. GCTD agrees to pay medical premiums while on approved leave.

Article 5.7 VACATION

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

VACATION CREDIT FOR FULL-TIME SERVICE		
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

- B. VACATION SEVERANCE PAY: Any employee who leaves the service of GCTD shall be paid for accrued vacation at the employee's current salary rate.
- C. VACATION CARRIED FORWARD: Vacations shall be taken as earned or within the calendar year following the year that vacation time is accrued. Accrued vacation time may be carried forward to the following year, but in no instance

may an employee carry forward total vacation accrual as of the first of April of any year greater than twice the number of days that the employee currently earns annually. Employees affected by this limit will be notified during January of each year that they either are already over the maximum, or could exceed the maximum on or before the first of April. The employee can then do any or all of the following:

1. After January 1st and prior to March 31st, request or volunteer to be assigned enough vacation days to bring the accrued vacation time amount below the maximum. All vacations must be scheduled in accordance with the rules and processes defined herein the MOU. All assigned vacation must be completed prior to April 1st.
2. Prior to April 1st, request vacation redemption, in accordance with Section 9F of the Personnel Rules, to bring the accrued vacation time amount below the maximum by April 1st, or
3. On or after March 1st and prior to April 1st, request conversion of accrued vacation time to accrued sick time. A maximum of 40 hours can be converted from accrued vacation time to accrued sick time in any one year. This conversion can be made only by an employee who has been notified that they are or will be over the maximum, can only be made during this period, and will only be approved if such action will allow the employee to drop below the maximum accrued vacation limit.

If no action is taken by the employee, the employee will cease accruing additional vacation hours starting with the first pay period beginning after April 1st, until enough vacation is taken that the accrued vacation time drops below the maximum.

- D. VACATION SCHEDULING: The vacation period may be taken at one time, or it may be taken several days at a time if it so fits the work needs of GCTD. In any event, the vacation time off is to be scheduled by the General Manager, or designee, in such a manner that GCTD's functions will not be negatively impacted.
- E. ADDITIONAL VACATION IN LIEU OF SICK LEAVE: When an employee's accumulated sick leave credit as of January 1 of each year exceeds the maximum allowable of 1,440 hours, the employee shall receive an additional vacation leave entitlement of 25% of such excess sick leave.

Article 5.8 VACATION BIDDING

- A. This article is applicable only to the following job classifications: Maintenance Administration Supervisor, Maintenance Supervisor, Operations Safety & Training Supervisor, and Operations Supervisor.
- B. Sign-ups for vacation usage shall be conducted for Operations Safety & Training Supervisor and Operations Supervisor positions for one 12-month period as follows:
1. The 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 January of the next following year. The vacation bid shall commence within two (2) work days after the shift bid is final and posted in accordance with Article 6.7.
- C. Sign-ups for vacation usage shall be conducted for Maintenance Administration Supervisor and Maintenance Supervisor positions for two 6-month periods as follows:
1. The first 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. The first vacation bid shall commence within two (2) work days after the shift bid is final and posted in accordance with Article 6.7.
 2. The second vacation period shall commence on the Sunday of the first payroll period in July and end on the Saturday before the first payroll period in January. The second vacation bid shall commence within two (2) work days after the shift bid is final and posted in accordance with Article 6.7.
- D. 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 at the discretion of the Department Director.
- E. After the bid cycle is completed, non-bid vacation requests shall be reviewed on a first-come first-serve basis, based on the date the request was received. The Department Director shall approve the vacation requests based upon GCTD's needs. The Department Director will make every effort to approve or deny non-bid vacation requests no later than ten days after receipt of the vacation request. Requests for vacation received five (5) days or less prior to the first vacation day will be denied. If a vacation request extends over both vacation bid periods, consideration of the request will be on a case-by-case basis.

Article 5.9 SUPERVISOR LEAVE

- A. In addition to such other vacation to which TEAMSTERS employees are entitled, TEAMSTERS employees, who on January 1 of each year occupy a TEAMSTERS position and regularly works full-time defined as 80 hours in a biweekly pay period, shall accrue 20 hours of additional vacation leave.

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. When only two schedules are available in the same job classification the two employees shall alternate schedules every January. Seniority is defined as the last date of hire into an exempt Supervisor job classification listed under Article 1.1.

Article 6.2 ANNUAL PHYSICAL EXAMINATIONS

GCTD will either 1) provide annual physical examinations for each employee by a GCTD selected physician or 2) reimburse the TEAMSTERS employees for the insurance co-payment if the employee prefers to have his/her Physician conduct the physical examination.

Article 6.3 TEXTBOOK AND TUITION REIMBURSEMENT

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

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

Article 6.4 UNIFORMS

All employees are expected to present a clean, neat and professional appearance consistent with District's uniform/dress code as outlined in the Personnel Rules.

CUSTOMER SERVICE SUPERVISOR

- A. Customer Service Supervisor will be provided the following annually, by an ordering process to commence each August:
1. Two (2) shirts
 2. One (1) outerwear (every other year). No substitutions or swapping of outerwear for shirts is allowed.
- B. To ensure that staff presents a professional and consistent image all shirts/pants/outerwear purchased by GCTD shall be chosen from "pre-approved" style & color options to be selected annually by the General Manager or designee.

OPERATIONS SAFETY & TRAINING SUPERVISOR AND OPERATIONS SUPERVISOR

- A. At all times while on duty, employees will wear uniforms provided by Article 6.4. At all times while on duty, employees will wear pants/slacks/cargo pants and shirts with a GCTD logo and employee name displayed by: embroidered logo, employee ID badge, wearing name tag, or pre-printed on clothing. All clothing worn shall be clean and in good repair.
- B. To ensure that staff presents a professional and consistent image all shirts/pants/outerwear purchased by GCTD shall be chosen from "pre-approved" style & color options to be selected annually by the General Manager or designee.
- C. All shirts/outerwear purchased for Operations Safety & Training Supervisor and Operations Supervisor and shall have the GCTD Logo and "OPERATIONS SUPERVISOR" or "OPERATIONS SAFETY & TRAINING SUPERVISOR" printed, embroidered, or affixed (i.e. patch) to the front of the shirt below the logo.
- D. Should any part of the uniform be damaged in performance of the employee's duties without negligence by the employee, GCTD will replace it.
- E. Operations Safety & Training Supervisor will be provided the following annually, by an ordering process to commence each August:
1. Three (3) pants/slacks OR two (2) cargo pants;
 2. Four (4) shirts (short sleeve, long sleeve, or polo);
 3. One (1) highly reflective long sleeve shirt; and
 4. Every other year, one (1) outerwear with no substitutions or swapping of outerwear for shirts or pants/slacks is allowed.
 5. Every other year, one (1) pair of safety shoes which meet specifications described in GCTD Standard Safety Practices. The safety shoes 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.

- F. Operations Supervisors will be provided the following annually, by an ordering process to commence each August:
1. Three (3) pants/slacks OR two (2) cargo pants (if available);
 2. Five (5) shirts (short sleeve, long sleeve, or polo); and
 3. Every other year, one (1) outerwear with no substitutions or swapping of outerwear for shirts or pants/slacks is allowed.
- G. New employees hired between August 1st and March 31st of the following calendar year will be able to order items outlined above upon completion of 30 days of hire, then annually each year in August. Employees starting employment between April 1st and July 30th will order items when the annual order is made in August, then annually each August.
- H. Employees promoted from Bus Operators to Operations Safety & Training Supervisor or Operations Supervisor will be permitted to wear a bus operator uniform while on duty until clothing items are received.
- I. Additional clothing items may be ordered outside of the annual order at the employee cost, however, these items will be subject to the "pre-approved" color & style options described herein.

MAINTENANCE SUPERVISOR

- A. At all times while on duty, employees will wear uniforms provided by GCTD with a GCTD logo and name displayed by: embroidered logo, employee ID badge, wearing name tag, or pre-printed on clothing. All clothing worn shall be presentable, clean, and in good repair.
- B. GCTD will rent uniforms for the Maintenance Supervisor and Maintenance Administration Supervisor employees. Employees shall be responsible for placing dirty uniforms in designated receptacle on the day and time prescribed 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.

- C. All Maintenance Administration Supervisor and Maintenance Supervisor employees shall be provided one work jacket with liner every other fiscal year during the term of this MOU, starting in FY 2019-20. Such jacket shall be at GCTD's selection with no cost to the employee. GCTD will provide cleaning of the uniform jacket and liner four (4) times annually.
- D. All Maintenance Supervisor and Maintenance Administration Supervisor employees shall be provided the following rain gear:
- Rain Jacket
 - Rain Trousers
 - Rain Hood
 - Rain Boots

Rain gear which is no longer serviceable will be replaced on an exchange basis. Lost or stolen rain gear shall be replaced by the employee with like rain gear at the employee's expense.

- E. All regular and probationary Maintenance Supervisor and Maintenance Administration Supervisor employees shall wear safety shoes at all times they are on duty. GCTD shall provide a pair of safety shoes to all regular and probationary Maintenance Administration Supervisor and Maintenance Supervisor employees. Upon the employee's request annually within two weeks after July 1, GCTD will authorize the purchase of one pair of safety shoes, which may include insoles, at a cost not to exceed \$175.00. GCTD shall not be required to replace lost or stolen safety shoes.
- 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.

Article 6.5 TOOLS

- A. This Article is applicable only to the Maintenance Supervisor classification.
- B. All Maintenance Supervisor employees shall supply their own hand tools and storage bins commonly referenced as "roll-aways," and shall likewise be responsible for their maintenance, repair, cleanliness, and security.
- C. GCTD shall provide a tool reimbursement allowance to each regular Maintenance Supervisor, who have successfully completed

their probationary period. Reimbursement will be up to \$750 per fiscal year in FY 2018-19. Beginning in FY 2019-20, increases to the tool allowance will be based on Los Angeles area CPI for the period of the preceding calendar year. (Example: For FY2019-20, increase will be the FY2018-19 amount, \$750, increased by the calendar 2018 Los Angeles area CPI).

- D. All eligible Maintenance Supervisor employees shall be reimbursed up to the allowable amount, upon a properly submitted signed request that includes written proof of purchase of mechanic tools that will be utilized for the repair of GCTD vehicles. The request shall include a fully completed bona fide receipt from the supplier with the name, address, and specific tools purchased by the employee; a photo of all tools; and a written statement signed by the employee that the employee shall have the tools at GCTD's facility and available for use at all times while on duty as a Maintenance Supervisor.
- E. Receipts for mechanic tools which exceed the employee's annual allotment may be resubmitted 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 conditions set forth above.
- F. Newly eligible employees are eligible to receive reimbursement in the first year of eligibility prorated by the number of days for which they are eligible in that fiscal year. (Example: An employee who passes probation and becomes eligible effective April 16th is eligible for 76/365^{ths} 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 previously.

Article 6.6 ACCIDENT REVIEW BOARD

- A. Accident Review – Collectively, Operations Manager, Fleet Manager, and Paratransit & Special Projects Manager, as the Accident Review Committee shall conduct a review of all occurrence reports to determine if the occurrence was an "incident" or an "accident". On reports determined to be an "accident", a simple majority of the Accident Review Committee shall make a determination of "preventable" or "non-preventable". This determination is to be made in a timely manner. The employee involved in the occurrence will be notified of the classification of the incident and the determination on preventability. This designation will be made based on information contained in the accident

- report, interviews with the employee, and any witnesses and review of video if available. The Accident Review Committee will utilize Transportation Safety Institute guidelines in determining preventability.
- B. Appeal Process - If the employee involved disagrees with the determination made by the Accident Review Committee, the employee may appeal that decision to the Accident Review Board (ARB). The Board may uphold or overturn the previous decision based upon a full review of the facts and evidence, and such action is final.
- C. Action - It will be the responsibility of the Assistant General Manager to inform the affected employee of the results and finding of the ARB.
- D. ARB Organization - The Accident Review Board (ARB) will be comprised of one TEAMSTERS representative, one Management representative, and one Outside representative. Each ARB member may have one alternate designated to serve in the member's absence.
1. TEAMSTERS Representative: To be eligible to serve on the ARB a supervisor shall be required to have at least 365 consecutive days of no-accident driving as a GCTD employee. This representative will be selected by the TEAMSTERS.
 2. Management Representative: The Management Representatives will display real interest in the safety programs and provide authority in the Board decisions. The management representative will be selected by senior management with the concurrence of the General Manager.
 3. OUTSIDE Representative. The Outside representative will be selected by the General Manager from another government agency, typically working with buses or large government fleet vehicles.
 4. Ex-Officio Member: The GCTD Human Resources and Risk Manager shall serve as a nonvoting, ex-officio member of the ARB. The ex-officio member will be responsible for meeting minutes, meeting arrangements, and document control. The ex-officio member may not participate in deliberations.
- E. Action: It will be the responsibility of GCTD to inform the employee of the results and findings of the ARB.
- F. Method of Operation: The ARB shall review the accident reports and uphold or overturn the previous decision as to the preventability or non-preventability of the accident on the basis of those facts. The Board shall not assume the accident was preventable unless the employee refuses to cooperate with the investigation or fails to completely fill out an accident report as required by GCTD. The ARB will meet as needed, but no more often than monthly, to review the accidents that occurred since the previous meeting.
- G. Definition of Preventability: A preventable accident is any occurrence involving a GCTD-owned vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it happened, in which the employee in question failed to do everything reasonably expected to prevent the occurrence.
- H. Guide to Determine Accident Preventability: This Safety Program is designed to recognize expert, safe driving performance, not just average performance. It is based on the concept of defensive driving - the ability to avoid accidents in spite of the wrong actions of the other drivers and in spite of adverse driving conditions.
- I. Determination by the Accident Review Board: Once a determination is made by the Board, the employee may appeal that determination at the next ARB meeting. The Board may uphold or overturn its previous decision based upon additional facts, and such action is final. The determination for disciplinary action based upon the results of the ARB is solely the prerogative of GCTD management. The ARB shall not make personnel decisions nor be responsible for adverse actions against GCTD employees.

Article 6.7 TRAINING

- A. New Hire Training – any new hire training shall be done on days and hours deemed appropriate by the Department Director.
- B. VTT Training/Safety Meetings – the Operations Safety & Training Supervisor and Operations Supervisors are required to receive eight (8) hours of classroom training per year in order to maintain their California Verification of Transit Training (VTT) certification. GCTD will hold monthly safety meetings to accomplish this task. The meetings will generally be held in the last week of the month. Non-service holidays that fall within the last week of the month will require the safety meetings to be rescheduled for another week. Employees will attend these meetings during their normal shift.

Article 6.8 SHIFT BIDDING

- A. Shift bidding shall only occur when there are three or more employees in the same job classification. When only two schedules are available in the

same job classification the two employees shall alternate schedules every January 1.

- B. Shift bids for Operations Safety & Training Supervisor and Operations Supervisor positions shall be conducted on the First Tuesday of December in conjunction with Article 5.8. Results of the shift bid shall be posted two days after the completion of the shift bid.
1. The period for the shift bid shall commence on the Sunday of the first payroll period in January and end on the Saturday before the first payroll period in January of the next following year.
- C. Shift bids for Maintenance Supervisor and Maintenance Administration Supervisor positions shall be conducted on the First Tuesday of December and on the first Tuesday of June in conjunction with Article 5.8. Results of the shift bid shall be posted two days after the completion of the shift bid.
2. The period for the 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.
 3. The period for the shift bid in June shall commence on the Sunday of the first payroll period in July and end on the Saturday before the first payroll period in January.
- D. Shift bid preference shall be given to the most senior employee based on seniority as defined herein the MOU. GCTD retains the right to initiate unscheduled shift bids at any time based on GCTD needs and requirements. GCTD agrees to a maximum of six shift bids in any calendar year.

Article 6.9 COMPLAINT PROCEDURE

All supervisors 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 supervisor 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.

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. 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.
- C. 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 or other union conferences. Time off for this purpose may take priority over other employees' non-bid vacation requests which have not yet been approved. Granting such time off requests will be at the discretion of the Department Director based on GCTD's needs and requirements.

Article 7.4 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 described in Article 7.4B.

2. Skelly Procedure: Adverse actions consisting of suspensions without pay of more than two days, demotions or dismissals, are adjudicated by a Skelly Procedure. GCTD will apply pre-disciplinary procedural rights on behalf of any regular employee against whom an adverse action is initiated, in accordance with the process described in Article 7.5.

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 Article 7.4B.

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

B. Grievance Procedure: A "grievance" shall be defined as a controversy between GCTD and TEAMSTERS or an employee(s). Such controversy must pertain to a dispute regarding the interpretation, application, or enforcement of the terms of this Memorandum, or the Resolutions or Rules of GCTD that fall within the scope of representation and excluding the practical consequences or impact on employment terms or conditions of decisions made by GCTD under Article 1.4A. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

1. STEP ONE: Response to Notice – Written Grievance

a. An employee's grievance must be submitted in writing to GCTD within fifteen (15) calendar days after initial notice is served. GCTD shall provide a written response to the employee by the end of the fourteenth (14th) calendar day following receipt of the grievance.

b. If the employee disputes GCTD's response to the grievance, the grievant must respond in writing by providing their position by fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum, Resolution or Rule

alleged to have been violated, the specific remedy or remedies sought, signed and dated by the employee, and presented to the General Manager within seven (7) calendar days after employee receives GCTD's written response.

2. STEP TWO: Pre-Disciplinary Meeting & Notice of Action

- a. A meeting with the employee, TEAMSTERS Steward, and/or Union Business Representative and General Manager or designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. The meeting will take place within fourteen (14) calendar days from the date the General Manager receives the employee's response to GCTD's Response. The General Manager or designee may invite other members or representatives of management to be present at such meeting. After reviewing the information presented by the employee and all other documentation, the General Manager, or designee, will issue the notice of action in a written reply within fourteen (14) calendar days following the date of the meeting.
- b. Time limits as set forth in Step One and Step Two may be extended by written mutual agreement between the parties.

3. STEP THREE: Mediation

- a. Grievances which are not settled and which either party desires to contest further shall be submitted to MEDIATION. The process is as follows: Either party may request the grievance be submitted to mediation within five (5) calendar days of receipt of the written reply from Step Three. The State Mediation and Conciliation Service (SMCS), a service provided by the Stated Department of Industrial Relations, shall be requested to provide a mediator to meet with the parties in an attempt to resolve the grievance. In the event the attempt to mediate the grievance is not successful, any offers of compromise, or statements of the mediator or the parties made during the mediation phase are confidential and may not be disclosed in any manner whatsoever or offered as evidence or as an admission against interest in any other administrative proceeding, arbitration or judicial proceeding.
- b. The parties agree to bear their own costs, if any, of mediation including attorney's fees.
- c. The parties may agree by advance mutual written consent, that any mediation hearing be considered final and the decision therein be considered binding on both parties.

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

4. STEP FOUR: Arbitration

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

- a. As soon as possible, and in any event not later than fifteen (15) calendar days after either party received written notice from the other of the desire to arbitrate, an arbitrator shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The parties shall select by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- b. Either GCTD or TEAMSTERS may call any employee as a witness, and GCTD agrees to release said witness from work if the employee is on duty. If an employee is called by GCTD, GCTD will reimburse the employee for lost time.
- c. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of the Memorandum or GCTD Resolutions or Rules. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other.
- d. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- e. The mutual decision of the parties and/or arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another authority, board, commission and/or agency.
- f. The arbitrator may hear and determine only one grievance at a time without the express agreement of GCTD and TEAMSTERS.
- g. The parties shall share equally the expense of arbitration with the exception of attorney's fees, without approval of the parties.

Article 7.5 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.
- D. Labor/Management Committee: A Labor/Management Committee will be formed by one member from management, who is appointed by the General Manager, and one member from 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.
- E. 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 7.6 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 and/or Teamsters

Information Terminal Accounting Network (TITAN) messages to the Union.

Article 7.7 UNION SECURITY/DUES CHECKOFF

GCTD agrees to notify the TEAMSTERS promptly of all terminations and hires.

During the term of this MOU, any employee covered by this MOU desiring to have deductions made for either union dues or an associated agency fee shall sign a proper authorization form, to be prepared and supplied by the TEAMSTERS and employee shall submit the form to the TEAMSTERS. The TEAMSTERS shall notify GCTD when an employee has authorized such a deduction, as well as when an employee has revoked or rescinded such an authorization. GCTD agrees to then deduct the monthly dues amount or agency fee from the first paycheck of each month of those employees who have authorized such deductions. The full amount of monies so deducted by GCTD shall be forwarded to the Union monthly by check together with an alphabetized list showing names and amounts deducted from each employee.

The TEAMSTERS agree to indemnify GCTD and make it whole against any claims or action, including but not limited to costs and attorneys' fees, arising out of the deduction and remittance of the monthly dues and/or agency fees.

Further, under no circumstances shall any employee be told by the TEAMSTERS that the excitation of a dues or agency fee deduction authorization is required in order to maintain his or her status as an employee of GCTD.

BARGAINING UNIT ROSTERS: GCTD shall provide to the TEAMSTERS a written list of the name, date of hire, home address, job position, primary telephone number, and status for each bargaining unit member. This list shall be updated monthly to include all new hires and departures from GCTD.

Article 7.8 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. 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 7.9 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 7.10 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.

SECTION 8 CLOSING

Article 8.1 TERM OF MEMORANDUM

The term of this Memorandum is 01/03/2018 through 06/30/2023. Either party may serve the other, in writing, at any point after 03/31/2023, 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
Pay Plan – Supervisor Salary Schedule

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<ul style="list-style-type: none"> • Maintenance Supervisor • Maintenance Administration Supervisor • Operations Safety & Training Supervisor 	\$68,835.00	\$72,276.75	\$75,890.59	\$79,685.12	\$83,669.37
<ul style="list-style-type: none"> • Operations Supervisor 	\$65,012.06	\$68,262.66	\$71,675.80	\$75,259.59	\$79,022.57
<ul style="list-style-type: none"> • Customer Service Supervisor 	\$44,990.00	\$47,239.50	\$49,601.48	\$52,081.55	\$54,685.63

ON BEHALF OF TEAMSTERS:

Abel Garcia

Abel Garcia
Secretary-Treasurer/Principal Officer

Jorge Arellano

Jorge Arellano
Maintenance Supervisor

Marco Lopez

Marco Lopez
Operations Supervisor

ON BEHALF OF GCTD

Steven P. Brown

Steven P. Brown
General Manager

Reed Caldwell

Reed Caldwell
Assistant General Manager

Vanessa Rauschenberger

Vanessa Rauschenberger
Director of Planning & Marketing

Steve Rosenberg

Steve Rosenberg
Director of Finance & Administration

Debbie Williams

Debbie Williams
Director of Human Resources

April 11, 2019
Date

April 11, 2019
Date