MEMORANDUM OF UNDERSTANDING BETWEEN

GOLD COAST TRANSIT DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION #721

JULY 1, 2024 THROUGH JUNE 30, 2027

ADMINISTRATIVE SUPPORT UNIT

Page Intentionally Left Blank

TABLE OF CONTENTS MEMORANDUM OF UNDERSTANDING

ADMINISTRATIVE SUPPORT UNIT

PART I – UNIT-SPECIFIC ARTICLE SECTION

	INTRODUCTION Parties to Memorandum Board of Directors Approval and Implementation	1 1
2.01 2.05 2.06	WAGES Wages and Wage Schedule Bilingual Pay Night Differential	2
3.01 3.02	HOURS Administrative Support Hours Overtime	2 2
	WORKING CONDITIONS	
	Seniority	
6.04	Uniform Allowance	3
6.06	Safety	4
6.07	Automobile Use	
6.08	Training	4
6.09	Work Shift Bidding	4
6.10	Vacation and Short-Day Bidding	4
APPENDICE	ES .	
Α	Wage Table	6

MEMORANDUM OF UNDERSTANDING

ADMINISTRATIVE SUPPORT UNIT

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

SECTION 1 INTRODUCTION

Article 1.01 PARTIES TO MEMORANDUM

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

CUSTOMER SERVICE ASSISTANT MAINTENANCE MATERIAL SPECIALIST

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

Article 1.02 BOARD OF DIRECTORS APPROVAL AND IMPLEMENTATION

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

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

SECTION 2 WAGES

Article 2.01 WAGES AND WAGE SCHEDULE

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

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

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

July 1st, 2024 four percent (4.0%)

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

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

See the wage scale in Appendix "A".

Article 2.05 BILINGUAL PAY

Consistent with the need of GCTD for bilingual ability, an 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 sensitivity toward the culture and needs of a large group of foreign speaking residents. The General Manager 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 \$0.36 per hour (\$63 per month) in FY 2024-25, \$0.38 (\$65 per month) in FY 2025-26, and \$0.39 (\$68 per month) in FY 2026-27 for positions requiring bilingual speaking and \$0.57 (\$98 per month) in FY 2026-27 for positions requiring bilingual speaking and writing.

Article 2.06 NIGHT DIFFERENTIAL

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

SECTION 3 HOURS

Article 3.01 ADMINISTRATIVE SUPPORT HOURS

A. <u>Work Week:</u> The total hours of work ordinarily required for a full-time administrative unit employee shall be forty (40) hours, five (5) consecutive days within a seven-day period. Any hours in excess of the required 40 hours shall be considered overtime work for the classifications listed in Article 1.01.

B. Rest Periods:

All regular and probationary, full-time bargaining unit employees will receive two fifteen_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.

Article 3.02 OVERTIME

- A. Overtime Work Defined: Overtime work is work performed by an employee at times other than those normally required for the employee's employment and must be in excess of the number of hours established as full-time service for the position classification (forty [40] hours). Employees shall be paid for overtime at one and one-half (1½) the regular hourly rate. 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. 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.
- B. Compensatory Time Off: Administrative Support 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 paycheck 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.

SECTION 6 WORKING CONDITIONS

Article 6.01 SENIORITY

Seniority shall be the determining factor in all work schedules and vacations. Seniority shall be defined as the last date of hire into the employee's current job group. The job groups in the Administrative Services Unit shall be as follows:

Maintenance Support Job Group: Maintenance Material Specialist

Customer Support Job Group: Customer Service Assistant

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

Article 6.04 UNIFORM ALLOWANCE

- A. GCTD will rent uniforms for all regular full-time administrative support employees working in the Maintenance Department. Employees shall be responsible for placing dirty uniforms in designated receptacle on the day and time prescribed by the uniform rental company. Employees will not be held responsible for items not returned by the uniform rental company. Failure to do so will relieve GCTD of any obligation to provide clean uniforms during the week the employee fails to comply. It will be the responsibility of the employee to pay the cost for uniforms damaged due to their own negligence. Should any part of the uniform be damaged in the performance of the employee's duties without negligence by the employee, the employee will not be responsible for the cost of the replacement. Employees will, at all times they are on duty, wear uniforms as specified by GCTD that are presentable, clean and in good repair. GCTD will provide 12 shirts and pants as uniforms.
- B. All regular Administrative Support Maintenance employees shall be provided one work jacket with liner every other fiscal year during the term of this agreement, starting in FY 2014-15. Such jacket shall be of GCTD's selection with no cost to the employee. The jacket will have reflective properties which can be worn in lieu of a safety vest. GCTD will provide cleaning of the jacket and liner twice annually.

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

- C. All full-time administrative support employees working in the Maintenance Department shall be provided the following rain gear:
 - Rain Jacket
 - Rain Trousers
 - Rain Boots
 - Rain Hood

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

D. All regular and probationary Administrative Support employees working in the Maintenance Department will wear safety shoes while on duty in accordance with GCTD Standard Safety Practices. GCTD shall provide a pair of safety shoes for those regular and probationary Administrative Support employees

working in the Maintenance Department. Annually within one week of July 1, GCTD will authorize the purchase of one pair of safety shoes, which may include insoles, at a cost not to exceed \$225.00 GCTD shall not be required to replace lost or stolen boots.

E. Safety shoes which meet specifications described in GCTD Standard Safety Practices shall be purchased from a vendor with whom GCTD has established a business agreement. GCTD will provide the employee with an approved purchase form, and GCTD will be directly billed by the vendor. Shoe purchases will be made outside of the employee's work shift and on the employee's own time. GCTD agrees to meet and confer with SEIU 721 prior to changing safety shoe vendor(s).

Article 6.06 SAFETY

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

Article 6.07 AUTOMOBILE USE

Whenever an employee is required to conduct business away from the GCTD Administrative Facility, a GCTD vehicle will be provided if one is available. If a GCTD vehicle is not available or if the employee is authorized to use the employee's vehicle on GCTD business, the employee shall be reimbursed for the use of the employee's vehicle pursuant to GCTD's expense/travel reimbursement policy.

Article 6.08 TRAINING

GCTD shall provide up to twenty (20) hours per year per employee for GCTD selected training. Employees on leave who are receiving some third-party compensation may only receive prorated pay for attendance.

Article 6.09 WORK SHIFT BIDDING

- A. The Maintenance Support group will hold a bid for work shifts annually, at the same time as the Maintenance Department summer shift bid. Notwithstanding the annual bid provision, Management retains the right to initiate an unscheduled shift bid at any time based on changes to operating requirements.
- B. The Customer Support job group will hold a bid for work shifts annually prior to the beginning of the upcoming calendar year. The bid shall cover one calendar year. Bidding will be based on seniority when there is more than one work shift. Members of the Customer Support job group shall not bid the same shift in a period of 12 (twelve) consecutive months. Notwithstanding the annual bid provision, Management retains the right to initiate an unscheduled shift bid at any time based on changes to operating requirements.

The bidding process will be as follows:

- The 1st seniority employee will pick their preferred shift (but may not pick the same shift they worked in the previous 12 consecutive months).
- Once the initial selection is made, the 2nd seniority employee will be notified of the remaining option(s) and may pick their preferred shift (but may not pick the same shift they worked in the previous 12 consecutive months).
- Finally, the 3rd seniority employee will be assigned the remaining shift (regardless of if the shift is the same shift worked in the previous year.)

Article 6.10 VACATION and SHORT-DAY BIDDING

The Customer Support job group will conduct vacation bids annually just after the work shift bid has concluded and shifts have been assigned. Bidding will be conducted based on seniority order when there

is more than one Customer Service Assistant. Approved vacation time may only be taken if the employee has adequate accrued vacation hours as of the vacation start date. The process is as follows:

1. SHORT DAYS - Short days are defined as holidays on which the GCTD Administrative Offices are closed for the full day and the Customer Service center is open on a limited schedule.

As part of the annual vacation bid, the Customer Support job group will first bid for short days. Bidding will be conducted based on seniority order when there is more than one work shift. Each employee will bid to work a minimum of two short days, if that number of days is available. Selections will be made one short day at a time in seniority order. All short days must be covered. Any short days remaining unassigned after all employees have signed up for at least two short days will be made available based on seniority order. Any short day not covered after all employees finish with their selections will be assigned in reverse seniority order. Employees not working on short days are on regular holiday leave. Management retains the right to change the schedule in order to provide coverage for an uncovered shift.

2. <u>HALF DAYS – Half Days are defined as days on which the last half workday is a holiday per Section</u> 5.01 of the MOU and the Customer Service center is open on a limited schedule.

As the second part of the annual vacation bid, the Customer Support job group will bid vacation for all half days. Each employee, in seniority order, may select a vacation slot for only one (1) half-day, if available. Remaining employees will work the first half of their regularly scheduled shift; however, Management retains the right to change shift schedules in order to provide coverage for an uncovered shift.

Management will consider offering additional half-day vacation slots upon request after the bid process is complete, as long as acceptable coverage is available.

- 3. Special Vacation Blocks are the week of Thanksgiving, the week of Christmas and the week of New Year's Day. Special Vacation Blocks will be bid separately. Employees may bid one Special Vacation Block, on a seniority basis, until all blocks are taken. Each employee may then sign up for vacation time during their special vacation block. After Special Vacation Block sign ups are complete, any unused days may be available to be bid during the regular bid process.
- 4. Regular Bid Process Employees request days off on a seniority basis when there is more than one work shift. No more than one employee will be approved for vacation on any day. No employee may be approved for vacation time in excess of the hours they will have available as of the vacation start date.

APPENDIX A

ADMINISTRATIVE SUPPORT UNIT – WAGE TABLE Effective July 1st, 2024

	Customer Service Assistant										
		STEPS		5.0%	5.0%	5.0%	5.0%	5.0%			
			Α	В	С	D	E	F			
2.15%	Market Adjustment	\$	21.44	\$ 22.52	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37			
4.00%	7/1/2024	\$	22.30	\$ 23.42	\$ 24.59	\$ 25.82	\$ 27.11	\$ 28.46			
4.50%	7/1/2025	\$	23.30	\$ 24.47	\$ 25.69	\$ 26.98	\$ 28.33	\$ 29.74			
3.75%	7/1/2026	\$	24.18	\$ 25.39	\$ 26.66	\$ 27.99	\$ 29.39	\$ 30.86			

	Maintenance Material Specialist									
		STEPS	5.0%	5.0%	5.0%	5.0%	5.0%			
		A	В	С	D	E	F			
3.97%	Market Adjustment	\$ 23.64	\$ 24.82	\$ 26.06	\$ 27.37	\$ 28.74	\$ 30.17			
4.00%	7/1/2024	\$ 24.59	\$ 25.82	\$ 27.11	\$ 28.46	\$ 29.89	\$ 31.38			
4.50%	7/1/2025	\$ 25.69	\$ 26.98	\$ 28.33	\$ 29.74	\$ 31.23	\$ 32.79			
3.75%	7/1/2026	\$ 26.66	\$ 27.99	\$ 29.39	\$ 30.86	\$ 32.40	\$ 34.02			

ON BEHALF OF SEIU

Steve Koffroth

SEIU 721, Director of Collective

Bargaining & Research

Aram Agdaian

SEIU 721, Chief Negotiator

Lee Judie

SEIU 721, Bargaining Team Member

Date

9/18/24

ON BEHALF OF GCTD

Vanessa Rauschenberger GCTD, General Manager

Alex Zaretsky

GCTD, Director of Human Besources

Date

9/18/24