# DUE TO COVID-19, THE MAY 15, 2020 9:00AM SANTA CRUZ METRO BOARD OF DIRECTORS MEETING WILL BE CONDUCTED AS A TELECONFERENCE PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20, WHICH SUSPEND CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT. 

## MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON.

The public may participate remotely via the Zoom website at this link or by calling 1-669-900-6833 ID 84460337224.

Public comment may be submitted via email to boardinquiries@scmtd.com. Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the Directors before or during the meeting. Comments submitted after the meeting is called to order will be included in the Board's correspondence that is posted online at the board meeting packet link.

The Board of Directors Meeting Agenda Packet can be found online at www.SCMTD.com.
The Board may take action on each item on the agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

## BOARD ROSTER

| Director Ed Bottorff | City of Capitola |
| :--- | :--- |
| Director Trina Coffman-Gomez | City of Watsonville |
| Director Aurelio Gonzalez | City of Watsonville |
| Director John Leopold | County of Santa Cruz |
| Director Donna Lind | City of Scotts Valley |
| Director Cynthia Mathews | City of Santa Cruz |
| Director Bruce McPherson | County of Santa Cruz |
| Director Donna Meyers | City of Santa Cruz |
| Director Larry Pageler | County of Santa Cruz |
| Director Dan Rothwell | County of Santa Cruz |
| Director Mike Rotkin | County of Santa Cruz |
| Ex-Officio Director Dan Henderson | UC Santa Cruz |
| Ex-Officio Director Alta Northcutt | Cabrillo College |

Alex Clifford
Julie Sherman

METRO CEO/General Manager
METRO General Counsel

TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN
Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with the Executive Assistant at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están
disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Coordinador de Servicios Administrativos al numero 831-426-6080.

SECTION I: OPEN SESSION<br>NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

2 ROLL CALL

## 3 ANNOUNCEMENTS

3-1. Today's meeting is being broadcast by Community Television of Santa Cruz County.

## 4 BOARD OF DIRECTORS COMMENTS

5 LABOR ORGANIZATION COMMUNICATIONS
6 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

## 7 WRITTEN COMMUNICATIONS FROM MAC

## CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions that are considered routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

8-01 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF APRIL 2020
Angela Aitken, CFO
8-02 ACCEPT AND FILE: MINUTES OF THE APRIL 24, 2020 BOARD OF DIRECTORS MEETING AND THE MAY 8, 2020 FINANCE, BUDGET \& AUDIT STANDING COMMITTEE MEETING
Alex Clifford, CEO/General Manager
8-03 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MARCH 31, 2020
Angela Aitken, CFO
8-04 ACCEPT AND FILE: QUARTERLY STATUS REPORT OF GRANT APPLICATIONS, ACTIVE AND PENDING GRANTS FOR THE THIRD QUARTER OF FY20
Wondimu Wengistu, Grants/Legislative Analyst
8-05 ACCEPT AND FILE: THE METRO PARACRUZ OPERATIONS STATUS REPORT] FOR JANUARY, FEBRUARY AND MARCH 2020
Daniel Zaragoza, Operations Manager, Paratransit Division
8-06 ACCEPT AND FILE: METRO SYSTEM RIDERSHIP REPORTS FOR THE THIRD QUARTER OF FY20
John Urgo, Planning and Development Director

8-07 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO FIRST ALARM SECURITY \& PATROL, INC. FOR SECURITY GUARD SERVICES NOT TO EXCEED \$1,831,692
Rufus Francis, Safety, Security and Risk Management Director
8-08 APPROVE: CONSIDERATION OF FORMAL RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART LOCAL 0023, FIXED ROUTE) AND SANTA CRUZ METRO
Angela Aitken, CFO
8-09 APPROVE: CONSIDERATION OF FORMAL RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART LOCAL 0023, PARACRUZ OPERATION) AND SANTA CRUZ METRO Angela Aitken, CFO

8-10 APPROVE: CONSIDERATION OF FORMAL RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU LOCAL 521) AND SANTA CRUZ METRO Angela Aitken, CFO

8-11 APPROVE: RECOMMENDED ACTION ON TORT CLAIMS
Rufus Francis, Safety, Security and Risk Management Director
8-12 CONSIDERATION OF APPROVAL OF MUTUAL AID AGREEMENT WITH THE CALIFORNIA CENTRAL COAST AREA PUBLIC TRANSIT OPERATORS COMPRISED OF: MONTEREY SALINAS TRANSIT DISTRICT, SAN BENITO COUNTY TRANSPORTATION AUTHORITY, SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY AND THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Rufus Francis, Safety, Security and Risk Management Director

## REGULAR AGENDA

9 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: ERLYN OSORIO AND MARIO TORRES SERRANO (15 Years), MARIA SANCHEZ (20 Years) and JOHN FUENTEZ (40 Years)
Mike Rotkin, Board Chair
10 RESOLUTION OF APPRECIATION, RETIREES: JOHN GOSE \& BONNIE MORR Mike Rotkin, Board Chair

11 CONSIDERATION OF ADOPTION OF RESOLUTION NO. 20-05-01 APPROVING A COMPENSATION ADJUSTMENT FOR THE CEO/GENERAL MANAGER EFFECTIVE MAY 7, 2020 AND CORRESPONDING FOURTH AMENDMENT TO THE CEO/GENERAL MANAGER'S EMPLOYMENT AGREEMENT Julie Sherman, General Counsel

12 CEO ORAL REPORT
Alex Clifford, CEO/General Manager

## 13 COVID-19 TRANSIT FISCAL CRISIS ORAL REPORT

Alex Clifford, CEO/General Manager
14 APPROVE SANTA CRUZ METRO'S FY21 AND FY22 DRAFT OPERATING BUDGET, FY21 CAPITAL BUDGET, AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 26, 2020
Angela Aitken, CFO
15 DEMONSTRATION: NEW MOBILE TICKETING APP FOR HIGHWAY 17 John Urgo, Planning and Development Director

16 TRANSIT CORRIDOR ALTERNATIVES ANALYSIS - SCREENING RESULTS AND DRAFT SHORT LIST OF ALTERNATIVES
John Urgo, Planning and Development Director
17 ORAL PACIFIC STATION UPDATE Alex Clifford, CEOGeneral Manager

18 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION Julie Sherman, General Counsel

19 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, JUNE 26, 2020 AT 9:00 AM, AT METRO ADMIN OFFICES, 110 VERNON STREET, SANTA CRUZ, CA Mike Rotkin, Board Chair

20 RECESS TO CLOSED SESSION
SECTION II: CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
GOVERNMENT CODE SECTION 54956.9(d)(1)
CLAIMANT: BONNIE MORR
AGENCY:
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
MARIE SANG, ATTORNEY
SECTION III: RECONVENE TO OPEN SESSION
21 REPORT OF CLOSED SESSION ITEMS
Julie Sherman, General Counsel
22 ADJOURNMENT
Mike Rotkin, Board Chair

## Accessibility for Individuals with Disabilities

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including auxiliary aids or services, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be emailed to boardinquiries@scmtd.com or submitted by phone to the Executive Assistant at 831.426.6080. Requests made by mail (sent to the Executive Assistant, Santa Cruz METRO, 110 Vernon Street, Santa Cruz, CA 95060) must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

## Public Comment

If you wish to address the Board, please follow the directions at the top of the agenda. If you have anything that you wish distributed to the Board and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.

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DATE: May 15, 2020
TO: Board of Directors
FROM: Angela Aitken, Chief Financial Officer
$\begin{array}{ll}\text { SUBJECT: } & \text { ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL } \\ & \text { DETAIL FOR THE MONTH OF APRIL } 2020\end{array}$

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of April 2020

## II. SUMMARY

- This staff report provides the Board with a preliminary approved Check Journal Detail for the month of April 2020.
- The Finance Department is submitting the check journals for Board acceptance and filing.


## III. DISCUSSION/BACKGROUND

This preliminary approved Check Journal Detail provides the Board with a listing of the vendors and amounts paid out on a monthly cash flow basis (Operating and Capital expenses).

All invoices submitted for the month of April 2020 have been processed, the checks have been issued and signed by the Chief Financial Officer.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

2. Financial Stability, Stewardship \& Accountability.

## V. FINANCIAL CONSIDERATIONS/IMPACT

The check journals present the invoices paid in April 2020 for Board review, agency disclosure, and transparency.

## VI. ATTACHMENTS

Attachment A: Check Journal Detail for the Month of April 2020

Prepared by: Holly Alcorn, Accounting Specialist

Board of Directors
May 15, 2020
Page 2 of 2

## VII. APPROVALS:

Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


## Attachment A

[^0]DATE：04／01／20 THRU 04／30／20

| CHECK | CHECK | CHECK VENDOR | VENDOR | VENDOR TRANS． | TRANSACTION |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| NUMBER | DATE | AMOUNT | NAME | TYPE | NUMBER | DESCRIPTION |



| 2，258．15 | 003151 | ABC BUS INC |
| :---: | :---: | :---: |
| 2，912．00 | 382 | AIRTEC SERVICE INC． |
| 4，856．31 | 001D | AT\＆T |
| 117.89 | 002689 | $B$ \＆ B SMALL ENGINE CORP |
| 2，804．46 | 002802 | BATTERY SYSTEMS CORP |
| 236.01 | 003248 | BAY ALARM COMPANY |
| 436.25 | 003393 | BRASS KEY LOCKSMITH INC |
| 2，726．85 | 001356 | BRENCO OPERATING－TEXAS，LP |
| 557.61 | 914 | CALTRONICS BUSINESS SYSTEMS |
| 1，672．61 | 130 | CITY OF WATSONVILLE UTILITIES |
| 1，197． 39 | 909 | CLASSIC GRAPHICS |
| 14，661．11 | 001124 | CLEAN ENERGY |
| 974.30 | 075 | COAST PAPER \＆SUPPLY INC． |
| 559.00 | 367 | COMMUNITY TELEVISION OF |
| 116.49 | 002814 | CREATIVE BUS SALES，INC． |
| 5，339．36 | 003116 | CUMMINS PACIFIC LLP |
| 500.80 | 002505 | DEPARTMENT OF TOXIC SUBSTANCE |


| 99683 | INVENTORY ORDER |
| :--- | :--- |
| 99695 | INVENTORY ORDER |
| 99705 | INVENTORY ORDER |
| 99739 | INVENTORY ORDER |
| 99672 | RPR HEAT PUMP OPS |
| 99673 | RPR HVAC RIVER ST |
| 99656 | $2 / 19-3 / 18$ OCEAN 2 LG |
| 99657 | $2 / 19-3 / 18$ DAVENPORT |
| 99670 | $2 / 19-3 / 18$ MAIN ACCT |
| 99671 | 2／19－3／18 OPS |
| 99707 | RPR WEED WACKER |
| 99708 | RPR STIHL BLOWER |
| 99709 | RPR STIHL BLOWER |
| 99701 | INVENTORY ORDER |
| 99734 | BATTERIES |
| 99661 | 4／1－711 ALARM |
| 99660 | RPR DOOR SMC |
| 99685 | INVENTORY ORDER |
| 99808 | OFFICE SUPPLIES |
| 99809 | OFFICE SUPPLIES |
| 99724 | 2／18－3／16 WATER WTC |
| 99725 | 2／19－3／16 WATER WTC |
| 99726 | 2／18－3／16 WATER WTC |
| 99727 | MAR 20 WASTE WTC |
| 99702 | RPR VEH \＃2808 |
| 99696 | LNG $3 / 13 / 2020$ |
| 99697 | LNG 3／11／2020 |
| 99796 | LNG 3／17／20 |
| 99690 | INVENTORY ORDER |
| 99736 | INVENTORY ORDER |
| 99760 | COVID 19 SPRAY BOTTL |
| 99802 | COVID 19 SUPPLIES |
| 99658 | 2／28 BOARD MEETING |
| 99686 | RPR VEH \＃1713 PC |
| 99687 | RPR VEH \＃1713 PC |
| 99688 | RPR VEH \＃1713 PC |
| 99735 | RPR VEH \＃1703 PC |
| 99666 | INVENTORY ORDER |
| 99692 | INVENTRY ORDER |
| 99703 | RPR VEH \＃1303 |
| 99704 | INVENTORY ORDER |
| 99711 | INVENTORY ORDER |
| 99712 | SHOP TOOL REPAIR |
| 99716 | RPR VEE \＃1208 |
| 99744 | INVENTORY ORDER |
| 99654 | 10／2－12／2 425 FRONT |
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## Attachment A



## Attachment A

DATE: 04/01/20 THRU 04/30/20
AMCTION COMMENT
AMOUNT


68097 04/06/20 68098 04/06/20 68100 04/06/20 $\begin{array}{ll}68100 & 04 / 06 / 20 \\ 68101 & 04 / 06 / 20 \\ 68102 & 04 / 06 / 20\end{array}$ $\begin{array}{ll}68103 & 04 / 06 / 20 \\ 68104 & 04 / 06 / 20 \\ 68105 & 04 / 06 / 20\end{array}$ $\begin{array}{ll}68106 & 04 / 06 / 20 \\ 68107 & 04 / 06 / 20 \\ 68108 & 04 / 06 / 20 \\ 68109 & 04 / 06 / 20\end{array}$ 68110 04/06/20


## Attachment A


DATE：04／01／20 THRU 04／30／20
SACTION COMMENT
AMOUNT


68139 04／10／20
68140 04／10／20
$6814104 / 10 / 20$
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68144 04／10／20
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68151 04／17／20

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68156 04／17／20

$6815804 / 17 / 20$
$6815904 / 17 / 20$

## Attachment A





99966 3／5－4／2 SVT WTC PNR

PALACE ART \＆OFFICE SUPPLY
PASSPORT SOFTWARE INC
PROBUILD COMPANY LLC
QUADIENT FINANCE USA INC
REPUBLIC ELEVATOR COMPANY INC
RICOH USA，INC CA
SANTA CRUZ AUTO PARTS，INC．

SANTA CRUZ METRO TRANSIT W／C SANTA CRUZ RECORDS MNGMT INC
SANTA CRUZ STAFFING，LLC

SCOTTS VALLEY WATER DISTRICT
SNAP－ON INDUSTRIAL
SOQUEL III ASSOCIATES
THE AFTERMARKET PARTS CO LLC


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DATE：04／01／20 THRU 04／30／20

ISACTION COMMENT
AMOUNT
470.04



| 100070 | INVENTORY ORDER |
| ---: | :--- |
| 100071 | INVENTORY ORDER |
| 100072 | INVENTORY ORDER |
| 100063 | INVENTORY ORDER |
| 99976 | JOB ADVERTISMENT |
| 100095 | VTA BUS RETROFIT |
| 100084 | MAR 20 WTC |
| 100059 | VACUUM BAGS |
| 99980 | COVID 19 SUPPLIES |
| 100110 | BATTERIES |
| 100123 | JAN－MAR 20 SALES TAX |
| 100019 | ROUTE DECALS |
| 100014 | WASTE OIL SOLENOID |
| 99991 | RPR VEH \＃4209 |
| 99994 | INVENTORY ORDER |
| 100023 | SVTC LANDSCAPING |
| 100017 | COVID 19 SIGNS |
| 100018 | COVID 19 SIGNS |
| 100039 | INVENTORY ORDER |
| 100040 | RPR V\＃2803 2804 2806 |
| 100085 | RPR VEH \＃4205 |
| 100086 | RPR VEH \＃4207 |
| 100087 | RPR VEH \＃2801 |
| 99986 | INVENTORY ORDER |
| 100109 | MAR20 FINGERPRINTING |
| 100118 | TEMP W／E 4／12／20 |
| 100119 | TEMP W／E 4／5／20 |
| 100048 | COVID 19 TRAINING |
| 99984 | COVID 19 SUPPLIES |
| 99985 | NON INVENTORY ORDER |
| 100099 | INVENTORY ORDER |
| 100100 | COVID 19 SUPPLIES |
| 100101 | INVENTORY ORDER |
| 100102 | INVENTORY ORDER |
| 100114 | MAR 20 SECURITY |
| 100115 | MAR20 COVID19 SECURI |
| 100043 | PROPANE |
| 100088 | 3／16－3／31 FUEL |
| 100116 | TVM BATTERY CONTROLL |
| 100052 | RPR VEH \＃4201 |
| 100073 | RPR VEH \＃1902 |
| 100074 | INVENTORY ORDER |
| 100034 | COVID 19 SUPPLIES |
| 100035 | COVID 19 SUPPLIES |
| 100036 | COVID 19 SUPPLIES |
| INVENTORY ORDER |  |
| 0037 | INT |

ABC BUS INC
ALWAYS UNDER PRESSURE
AMERICAN PUBLIC TRANSPORTATION
ARI PHOENIX INC
B \＆B SMALL ENGINE CORP
$B$ \＆$H$ FOTO \＆ELECTRONICS CORP
BATTERIES PLUS \＃314 CATTO＇S GRAPHICS，INC． CENTRAL EQUIPMENT SERVICE CO． COAST PAPER \＆SUPPLY INC． COASTAL LANDSCAPING INC．DBA
COMMUNITY PRINTERS，INC．

CUMMINS PACIFIC LLP
DEANE INDUSTRIAL MACHINING DEPARTMENT OF JUSTICE
EXPRESS SERVICES INC．

FAST RESPONSE ON－SITE
FASTENAL COMPANY INC

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FLYERS ENERGY LLC
FIRST ALARM SECURITY \＆PATROL
GENFARE A DIV OF SPX CORP
GILLIG LLC
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$\begin{array}{rl}1,184.24 & 192 \\ 128.70 & 497 \mathrm{~A} \\ 7,417.53 & 003370 \\ 573.38 & 001 \mathrm{D} \\ 241.70 & 002689 \\ 65.51 & 003199 \\ 244.76 & 002363 \\ 330.00 & 080 \\ 163.88 & 001159 \\ 817.51 & 003000 \\ 1,029.43 & 909 \\ 1,863.80 & 075 \\ 7,750.00 & 003034 \\ 7,311.01 & 163 \\ & \\ 6,433.82 & 003116\end{array}$

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68231 04／27／20

## Attachment A


ACTION COMMENT
AMOUNT

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\begin{array}{rlr}
100024 & \text { CUSTODIAL SUPPLIES } & 10.50 \\
100044 & \text { TOWELS } & 62.00 \\
100045 & \text { LAUNDRY SERVICES } & 234.68 \\
100056 & \text { CUSTODIAL SUPPLIES } & 41.75 \\
100094 & \text { LAUNDRY SERVICES } & 30.75 \\
100041 & \text { RPR VEH \#103 } & 135.75 \\
100042 & \text { INVENTORY ORDER } & 113.29 \\
100089 & \text { RPR VEH \#802 } & 162.84 \\
100126 & \text { SMC SERVER PROJECT } & 28,635.77 \\
100103 & \text { ZED CHARGING DESIGN } & 371.25 \\
99997 & 3 / 5-4 / 2 \text { SVTC } & 55.88 \\
100013 & 2 / 28-3 / 29 \text { 1200 RIVER } & 3,653.13 \\
99988 & \text { CREDIT } & -9.20 \\
99989 & \text { CREDIT } & -655.50 \\
99990 & \text { RPR V\#1004 1201, } 2,6 & 3,941.54 \\
100067 & \text { OFFICE SUPPLIES } & 143.22 \\
100091 & \text { OFFICE SUPPLIES } & 75.52 \\
100092 & \text { OFFICE SUPPLIES } & 72.41 \\
100060 & \text { APR 20 PEST GOLF } & 67.50 \\
100061 & \text { APR 20 PEST RIVER ST } & 105.00 \\
100062 & \text { APR 20 PEST PARKING } & 62.50 \\
100111 & \text { APR 20 DENTAL } & 36,127.90 \\
100112 & \text { APR 20 VSP } & 8,550.00 \\
100055 & \text { RR SINK PC } & 19.46 \\
100065 & \text { INVENTORY ORDER } & 97.01 \\
100025 & \text { 5/3-8/2 LEASE PC } & 209.58 \\
99998 & \text { RR SECURITY GATE OP } & 524.00 \\
100093 & \text { 1/1-3/31 IMAGES ADMI } & 3,527.72 \\
100032 & \text { INVENTORY ORDER } & 2,781.51 \\
100033 & \text { INVENTORY ORDER } & 355.06 \\
100053 & \text { COVID 19 SUPPLES } & 147.76 \\
100021 & \text { MAR 20 VERNON IRRIG } & 13.04 \\
100022 & \text { MAR 20 12000 RIVER } & 10.71 \\
100026 & \text { APR 20 SHREDDING } & 40.00 \\
99974 & \text { TEMP W/E 3/29/20 } & 1,550.00 \\
99975 & \text { TEMP W/E 4/5/2020 } & 1,550.00 \\
99979 & \text { TEMP W/E 3/22/20 } & 1,550.00 \\
99999 & \text { TEMP W/E 4/5/2020 } & 775.00 \\
100027 & \text { TEMP W/E 3/29/20 } & 3,658.00 \\
100028 & \text { TEMP W/E 4/5/20 } & 3,441.00 \\
100020 & \text { APR 20 LEGISLATE SVC } & 2,500.00 \\
99992 & \text { SOIL TEST GOLF CLUB } & 985.00 \\
99993 & \text { SOIL TEST 1200 RIVER } & 985.00 \\
100117 & \text { INVENTORY ORDER } & 378.35 \\
100097 & \text { NEW PC FAC DEV } & 3,321.60 \\
100038 & \text { INVENTORY ORDER } & 10.87
\end{array}
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68245 04／27／20
68246 04／27／20 $\begin{array}{ll}68247 & 04 / 27 / 20 \\ 68248 & 04 / 27 / 20\end{array}$

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$6825904 / 27 / 20$ 68260 04／27／20
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SOIL CONTROL LAB
SANTA CRUZ RECORDS MNGMT INC
SANTA CRUZ STAFFING，LC


## Attachment A

DATE: 04/01/20 THRU 04/30/20


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DATE: May 15,2020
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager

## SUBJECT: ACCEPT AND FILE MINUTES OF THE APRIL 24, 2020 METRO BOARD OF DIRECTORS MEETING AND THE MAY 8, 2020 FINANCE, BUDGETAND AUDIT STANDING COMMITTEE MEETING

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes of the April 24, 2020 Board of Directors Meeting and the May 8, 2020 Finance, Budget and Audit Standing Committee

## II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) April 24, 2020 Board of Directors Meeting and the May 8, 2020 Finance, Budget and Audit Standing Committee Meeting.
- Each meeting staff will provide minutes from the previous METRO Board and Committee meetings.


## III. DISCUSSION/BACKGROUND

The Board requested that staff include, in the Board Packet, minutes from previous METRO Board and Committee meetings. Staff is enclosing the minutes from these meetings.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The actions taken in this report tie to METRO's Stewardship and Accountability responsibility.
v. FINANCIAL CONSIDERATIONS/IMPACT

None.
VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

None.

## VIII. ATTACHMENTS

# Attachment A: Draft minutes for the Board of Directors Meeting of April 24, 2020 <br> Attachment B: Draft minutes for the Finance, Budget and Audit Standing Committee Meeting of May 8, 2020 

Prepared by: Gina Pye, Executive Assistant

Board of Directors.
May 15, 2020
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## IX. APPROVALS

Alex Clifford, CEO/General Manager


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## Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS MEETING MINUTES* <br> APRIL 24, 2020 - 9:00AM MEETING HELD VIA TELECONFERENCE

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, April 24, 2020, via teleconference.
The Board Meeting Agenda Packet can be found online at www.SCMTD.com. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.
This document was created with accessibility in mind. With the exception of certain third party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com
1 CALL TO ORDER at 9:00 AM by Board Chair Rotkin.
ROLL CALL: The following Directors were present via teleconference, representing a quorum:
Director Ed Bottorff
Director Trina Coffman-Gomez
Director Aurelio Gonzalez
Director John Leopold
Director Donna Lind
Director Cynthia Mathews
Director Bruce McPherson
Director Donna Meyers
Director Larry Pageler
Director Dan RothwelI
Director Mike Rotkin
Ex-Officio Director Dan Henderson
Ex-Officio Director Alta Northcutt

## City of Capitola

City of Watsonville
City of Watsonville
County of Santa Cruz
City of Scotts Valley
AR 9:04AM
City of Santa Cruz
County of Santa Cruz
City of Santa Cruz
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
UC Santa Cruz
Cabrillo College
AR 9:25AM
Additional METRO Staff presence confirmed via oral affirmative response.
Alex Clifford
CEO/General Manager
Julie Sherman
General Counsel
Angela Aitken
CFO
Wondimu Mengistu
Grants/Legislative Analyst
Kristina Mihaylova
Gina Pye
Acting Finance Deputy Director
John Urgo
Executive Assistant
Planning and Development Director

RECONVENE TO BOARD OF DIRECTORS MEETING AT 9:08AM

## 5 ANNOUNCEMENTS

Chair Rotkin announced that today's meeting is being broadcast by Community Television of Santa Cruz County.
RECESS TO SCCIC MEETING AT 9:05AM

BOARD OF DIRECTORS COMMENTS
Hearing none, Chair Rotkin moved to the next agenda item.

## Attachment A


#### Abstract

7 LABOR ORGANIZATION COMMUNICATIONS James Sandoval, SMART LOCAL 23 President, thanked the Operators who are demonstrating their level of commitment by showing up to work. He recognized METRO management for their part in working together to make the Operators feel safer in the current environment. He also expressed hopes that the CARES Act funding will permit METRO to maintain staff as long as possible.


Hearing nothing more, Chair Rotkin moved to the next agenda item.
8 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
Having none, Chair Rotkin moved to the next agenda item.
9 WRITTEN COMMUNICATIONS FROM MAC
Hearing none, Chair Rotkin moved to the next agenda item.

## CONSENT AGENDA

## 10-01 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTHS OF FEBRUARY AND MARCH 2020


#### Abstract

10-02 ACCEPT AND FILE: MINUTES OF THE FEBRUARY 19, 2020 METRO ADVISORY COMMITTEE (MAC) MEETING, THE FEBRUARY 28, 2020 BOARD OF DIRECTORS MEETING, THE MARCH 13, 2020 FINANCE, BUDGET \& AUDIT STANDING COMMITTEE MEETING AND THE APRIL 10, 2020 FINANCE, BUDGET \& AUDIT STANDING COMMITTEE MEETING


10-03 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JANUARY 31, 2020 AND FEBRUARY 29, 2020

10-04 ACCEPT AND FILE: QUARTERLY PROCUREMENT UPDATE REPORT FOR 4TH QUARTER OF FY19

10-05 APPROVE: CONSIDERATION OF RESOLUTION APPROVING THE FY20 REVISED CAPITAL BUDGET

10-06 RATIFICATION: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $4^{\text {TH }}$ AMENDMENT EXTENDING THE CONTRACT FOR ONE YEAR WITH ATHENS ADMINISTRATORS FOR $3^{\text {RD }}$ PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS, INCREASING THE CONTRACT TOTAL BY \$34,989

10-07 RATIFICATION: CONSIDER A RESOLUTION DESIGNATING THE CEO AS THE AUTHORIZED AGENT TO SUBMIT A GRANT APPLICATION AND EXECUTE ACTIONS NECESSARY TO RECEIVE FORMULA FUNDS FROM THE FY20 LOW CARBON TRANSIT OPERATIONS PROGRAM

## 10-08 APPROVE: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR THE PURCHASE AND INSTALLATION OF A BUILDING ACCESS CONTROL SYSTEM FOR THE MAINTENANCE FACILITY <br> 10-09 CONSIDERATION OF AWARD OF CONTRACT TO RI ENGINEERING, INC. FOR ENGINEERING SERVICES AT METRO MAINTENANCE FACILITY NOT TO EXCEED \$49,550

## Attachment A

Referencing Agenda Item 10-4, the Quarterly Procurement Update, Director Mathews requested a brief update regarding the ParaCruz facility and the revised capital budget. CEO Clifford said the lease does expire next year and we are assuming it will not be renewed. He does hope the project will proceed. CFO Aitken explained the increase of the revised capital budget is due to awarded grants and the distribution of said grants and corresponding match from METRO. We continue looking at projects in terms of funding; however, we don't know yet what the impact of the COVID or economic recovery will have on this.

There was no public comment.

## ACTION: MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED

## MOTION: DIRECTOR LIND SECOND: DIRECTOR LEOPOLD

MOTION PASSED WITH 11 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler, Rothwell and Rotkin)

## REGULAR AGENDA

PRESENTATION OF EMPLOYEE LONGEVITY AWARD FOR RYAN MacDONELL:
Chair Rotkin read a brief bio, thanked and congratulated Mr. MacDonell in absentia.
11 There was no public comment.
12 INTRODUCTION OF GRADUATING CLASS
CEO Clifford announced the members of the graduating class; noting there are five operators, one Vehicle Service Worker and one mechanic.

There was no public comment.
13 INTRODUCTION OF JOHN URGO, NEW PLANNING AND DEVELOPMENT DIRECTOR CEO Clifford provided a brief bio of Mr. Urgo and welcomed him to METRO.
Mr. Urgo said he is excited to be at METRO.
There was no public comment.

## 14 CEO ORAL REPORT

CEO Clifford announced the following new hires and promotions:

- Juan A. Serrano, Promoted to Paratransit Supervisor
- Cristobal Rivera Vasquez, Promoted to Facilities Maintenance Worker II
- John Urgo, New Hire: Planning and Development Director
- Mariano Bernal, Provisional Appointment: IT Support Analyst II,

CEO Clifford provided a brief legislative update.
There were no public comments.

## Attachment A

## 15 THE COVID-19 PANDEMIC

CEO Clifford introduced the agenda item noting the delicate expense/revenue balance during this unparalleled environment. As a result, mitigation plans are uncertain.

## 15A OPENING A PUBLIC HEARING AND DECLARATION OF A FISCAL EMERGENCY PURSUANT TO CEQA

The public hearing was opened at 9:30AM.
Angela Aitken, CFO, provided brief commentary to the staff report, noting the substantial reduction in service, financial uncertainty and asked the Board to approve the resolution declaring a fiscal emergency as presented.

During the public comment period, Bonnie Morr asked what the impact to labor would be. CEO Clifford and Chair Rotkin assured the assembly that there is currently no intention to do anything that is contrary to the labor agreement. Director Leopold expressed confidence that we can pull together to ensure the long term viability of the agency and protect our critical services.

The public hearing closed at 9:37AM

## ACTION: MOTION TO DECLARE A FISCAL EMERGENCY PURSUANT TO CEQA AS PRESENTED <br> MOTION: DIRECTOR ROTHWELL <br> SECOND: DIRECTOR MEYERS <br> MOTION PASSED WITH 11 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler, Rothwell and Rotkin)

15B BOARD RATIFICATION OF THE NECESSARY ACTIONS TAKEN TO ADDRESS THE IMPACTS OF THE COVID-19 PANDEMIC ON METRO OPERATIONS
CEO Clifford provided an oral update on the actions taken and spoke to the presentation.
Director Coffman-Gomez asked how the hiring of extra security and limiting the amount of carryon items per passenger is working out. CEO Clifford responded the Operators have been empowered to address this issue. When a passenger is not permitted to board, due to an abundance of items, the Operator radios dispatch who may come to the site. Security is enforcing as needed within the transit centers and when asked.

In light of the social distancing requirements on the buses, Director Leopold asked if METRO is leaving anyone behind. And, if so, what is the frequency? CEO Clifford responded yes; there have been a number of instances. If the Operator is at capacity, they pass the stop. Additionally, an explanation to the customers has been posted online, asking for their patience.
Discussion among the assembly regarding the dissemination of information as new guidance is received from state and local officials. CEO Clifford assured the assembly that METRO will continue along the current path; e.g., posting on Facebook, guiding riders to the website, govdelivery, etc. Bilingual flyers with the latest information have been developed and provided to the Operators and security guards.
Several Directors suggested publishing Public Service Announcements (PSAs) around specific topics to be published on Facebook, shared with social service agencies, schools, etc.
Director Gonzalez inquired as to the status of the app METRO had previously mentioned, which would provide on-time information to the passengers; could this be used to indicate capacity? He also asked how the Operators handle parents and their children.
CEO Clifford responded that the planned Automatic Vehicle Locator (AVL) app is not yet up and running due to COVID-19 related delays.

## Attachment A

Brandon Freeman said the Operators continue to strive to provide the best possible customer service under the circumstances. They will not separate a mother from her children. They use their best discretion to determine what is and is not necessary.

Ciro Aguirre, COO, addressed the physical distancing on the buses, confirming METRO does not separate families that are traveling together.
Director Rothwell asked if there are any incidents wherein someone has been passed by twice. COO Aguirre responded that he has not received any reports of this nature.

Director Mathews emphasized the Board understands the fluidity of the situation and the necessity of taking additional actions during the period(s) between board meetings.
During public comment, Bonnie Morr asked that the actions taken be temporary.
ACTION: MOTION TO RATIFY THE NECESSARY ACTIONS TAKEN TO ADDRESS THE IMPACTS OF THE COVID-19 PANDEMIC ON METRO OPERATIONS AS PRESENTED, AND ACKNOWLEDGING THAT SUCH ACTIONS ARE BEING TAKEN ON A TEMPORARY BASIS AND ADDITIONAL ACTIONS MAY BE NECESSARY DURING THE PERIOD(S) BETWEEN BOARD MEETINGS

MOTION: DIRECTOR MATHEWS
SECOND: DIRECTOR LEOPOLD
MOTION PASSED WITH 11 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler, Rothwell and Rotkin)

## 15C APPROVE A RESOLUTION TO AUTHORIZE THE CEO TO ACT AS THE AUTHORIZED AGENT FOR RECEIVING STATE AND/OR FEDERAL ASSISTANCE AS REQUIRED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES

CEO Clifford provided commentary to the staff report and asked for board approval on the presented resolution.

There was no public comment.
ACTION: MOTION TO APPROVE A RESOLUTION TO AUTHORIZE THE CEO TO ACT AS THE AUTHORIZED AGENT FOR RECEIVING STATE AND/OR FEDERAL ASSISTANCE AS REQUIRED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES AS PRESENTED

MOTION: DIRECTOR LEOPOLD

## SECOND: DIRECTOR MEYERS

MOTION PASSED WITH 11 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler, Rothwell and Rotkin)

16 APPROVAL OF FY21 AND FY22 PRELIMINARY OPERATING BUDGETS AND FY21 CAPITAL BUDGET FOR REVIEW AND TDA/STA CLAIMS PURPOSES
Angela Aitken, CFO, and Chair Rotkin noted the budgets presented reflect what was known in March 2020; all bets are off for the future in today's current COVID-19 environment. CFO Aitken does not anticipate a lot of changes between now and the budget presented in May due to information to make different decisions would not be available.

There was no public comment.
ACTION: MOTION TO APPROVE THE FY21 AND FY22 PRELIMINARY OPERATING BUDGETS AND FY21 CAPITAL BUDGET FOR REVIEW AND TDA/STA CLAIMS PURPOSES AS PRESENTED

MOTION: DIRECTOR MATHEWS
SECOND: DIRECTOR ROTKIN

## Attachment A

Board of Directors
April 24, 2020
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MOTION PASSED WITH 11 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler, Rothwell and Rotkin)

## 17 ORAL PACIFIC STATION UPDATE

CEO Clifford continues to work with the City of Santa Cruz (City) on a Memorandum of Understanding (MOU). Late last week, final issues were resolved. The City is in the process of reviewing the MOU with their attorney.

There were no public comments

## 18 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Julie Sherman, General Counsel, spoke to the two items listed. There will be one item only discussed in today's closed session: the CEO performance evaluation. Item two, Existing Litigation, is not ready to be presented to the board, so will be pulled from the agenda. She does not anticipate a report out or anyboard action after the closed session.
PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1), CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6

## AGENCY DESIGNATED REPRESENTATIVE: BOARD CHAIR <br> TITLE/UNREPRESENTED EMPLOYEE:

# 19 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, MAY 15, 2020 AT 9:00AM AT SANTA CRUZ CITY CHAMBERS, 809 CENTER STREET, SANTA CRUZ, CA <br> Chair Rotkin announced the next meeting as above. 

## 20 BOARD RECESSED TO CLOSED SESSION AT 10:55AM <br> BOARD RECONVENED TO OPEN SESSION AT 12:15PM <br> 21 REPORT OF CLOSED SESSION ITEMS <br> Julie Sherman, General Counsel, announced no reportable board action had been taken.

ADJOURNMENT
Board Chair Rotkin adjourned the meeting at 12:15PM

Respectfully submitted,

## Gina Pye

Executive Assistant

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmtd.com subject to staff's ability to post the document before the meeting.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) FINANCE, BUDGET AND AUDIT STANDING COMMITTEE MEETING MINUTES* MAY 8, 2020 - 8:00AM MEETING HELD VIA TELECONFERENCE 

A regular meeting of the Finance, Budget and Audit Standing Committee of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, May 8, 2020, via teleconference.

The Committee Meeting Agenda Packet can be found online at www.SCMTD.com. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.
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1 CALL TO ORDER at 8:06 AM by Board Chair Rotkin.
2 ROLL CALL: The following Directors were present via teleconference, representing a quorum:

| Director Trina Coffman-Gomez | City of Watsonville |
| :--- | :--- |
| Director Donna Lind | City of Scotts Valley |
| Director Donna Meyers | City of Santa Cruz |
| Board Chair Mike Rotkin | County of Santa Cruz |

Alex Clifford
Julie Sherman
METRO CEO/General Manager
METRO General Counsel
METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Angela Aitken
Kristina Mihaylova
Caitlin Nelson
Union Representatives:

METRO CFO
METRO Interim Finance Deputy Director
METRO Financial Analyst
Holly Alcorn, James Sandoval

3 ORAL AND WRITTEN COMMUNICATIONS TO THE FINANCE, BUDGET AND AUDIT STANDING COMMITTEE
Hearing none, Chair Rotkin moved to the next agenda item.
4 ADDITIONS OR DELETIONS FROM AGENDA/ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
Having none, Chair Rotkin moved to the next agenda item.

## 5 COVID-19 TRANSIT FISCAL CRISIS ORAL UPDATE

Alex Clifford, CEO/General Manager, spoke to the slide presented at the meeting (see attached), which is a preliminary look at a potential future fiscal "cliff". This is a "current" view; the timeline and data within will change as we receive new information. Chair Rotkin inquired as to the impact sales tax revenue

## Attachment B

would have on pre-COVID disbursements; that is, how would METRO determine the most fiscally responsible move(s)? CEO Clifford informed the assembly that the State projected a significant reduction in tax revenues yesterday, which would then impose a significant impact to METRO at sales tax, fuel tax, etc. contribution levels.

Director Meyers asked if the CARES Act funds have been received and/or when will the funds be received and if METRO would be eligible for FEMA funds. CEO Clifford said the federal government will not send us a check; it works on a drawdown process, based on actual expenditures retroactive to January 20, 2020. We are in the process of preparing CARES Act paperwork for submission, with draw downs complete in the July timeframe. METRO is currently investigating the FEMA opportunity. CEO Clifford also mentioned that there may be a CARES Act II to provide further financial relief. We will monitor the situation to limit any premature judgments/actions.
Chair Rotkin asked CEO Clifford to define what constitutes an 'expense' under the relief programs. CEO Clifford responded the federal government, via the CARES Act, adopted a law that said this money would flow to transit agencies via the 5307 and 5311 program for qualifying operating expenses.
There were no public comments.

## 6 MONTHLY FINANCIAL UPDATE

Angela Aitken, CFO, provided brief commentary to the presentation. In response to Chair Rotkin's inquiry, CFO Aitken responded the purchase of buses had been delayed; but, is now moving. CEO Clifford added we are meeting in the near future to review local match funds to proceed with the planned purchases of 22 new buses. We do not want our capital expenses to affect our operating expenses or vice versa.
CFO Aitken noted we are tracking all current COVID related operating expenses. We do not currently have any COVID capital expenses. CEO Clifford added METRO began tracking COVID related expenses prior the implementation of the CARES Act; e.g., temporary employees who are sanitizing the buses.
Discussion among the assembly regarding CaIPERS unfunded liability payments and the anticipated increase in CaIPERS expense rate change due to COVID. The current FY21 and FY22 budget does not include payments to the UAL unfunded liability; this has been placed on indefinite hold.

Public comments.
James Sandoval asked how much the union saved by giving up the overtime in their new bid, which went into effect at the end of April. Due to the recent timing of the new bid, this information is not yet available, but CFO Aitken will provide this information in a future meeting.

## 1 REVIEW AND RECOMMEND APPROVAL OF SANTA CRUZ METRO'S DRAFT FY21 AND FY22 OPERATING BUDGET, FY21 CAPITAL BUDGET, AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 26, 2020

Angela Aitken, CFO, provided commentary to the presentation, with specific attention to the changes impacted by the COVID environment. She emphasized to the assembly that this budget is a placeholder; any new information will be provided to the Board when received. Once we know our April sales tax impact, we will have a better picture. A new "bucket" will be added for the June meeting presentation to reflect CARES Act funds.

In response to Chair Rotkin's inquiry, CEO Clifford explained that the Netflix line item represents an agreement to lease some parking spaces at Scotts Valley transit center.

Discussion regarding UCSC revenue ensued. John Urgo, Planning and Development Director, will be meeting with UCSC to discuss a new (perhaps quarterly) contract going forward to more accurately reflect their student needs; such that summer would be lower than fall enrollment numbers.

There were no public comments

## Attachment B

Finance, Budget and Audit Standing Committee Agenda
May 8, 2020
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ACTION: MOTION TO RECOMMEND APPROVAL OF SANTA CRUZ METRO'S DRAFT FY21 AND FY22 OPERATING BUDGET, FY21 CAPITAL BUDGET, AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 26, 2020 AS PRESENTED

MOTION: DIRECTOR LIND

## SECOND: DIRECTOR MEYERS

The motion was unanimous.
ADJOURNMENT
Board Chair Rotkin adjourned the meeting at 9:11 AM.

Respectfully submitted,

Gina Pye
Executive Assistant

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Attachment B
COVID Fiscal Crisis Timeline: Critical Conversations Updated: April 30, 2020

Period of Uncertainty CARES Act II program coming?

DATE: May 15, 2020
TO: Board of Directors
FROM: Angela Aitken, Chief Financial Officer


## SUBJECT: ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MARCH 31, 2020

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the Year to Date Monthly
Financial Report as of March 31, 2020

## II. SUMMARY OF ISSUES

- An analysis of Santa Cruz Metropolitan Transit District's (METRO) financial status is prepared monthly in order to inform the Board of Directors regarding METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year.
- This staff report is the web-accessible companion document to the attached PowerPoint presentation titled "Year to Date Monthly Financial Report as of March 31, 2020."
- Staff recommends that the Board of Directors accept and file the attached report.


## III. DISCUSSION/BACKGROUND

Below are the written explanations of the various charts and graphs in the attached Year to Date Monthly Financial Report as of March 31, 2020. The fiscal year has elapsed $75 \%$.

Slide 1
(Cover) Year to Date Monthly Financial Report as of March 31, 2020

## Slide 2

FY20 Operating Revenue and Expenses for the Month Ending March 31, 2020

- Operating Revenues for the month are unfavorable by $\$ 658 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by $\$ 30 \mathrm{~K}$
- Labor OT - unfavorable by \$88K
- Fringe Benefits - unfavorable by $\$ 42 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 65 \mathrm{~K}$
- Total Operating Expenses - unfavorable by \$35K
- Transfers - unfavorable by \$29K
- Operating Balance - unfavorable by \$664K


## Slide 3

FY20 Operating Revenue and Expenses Year to Date as of March 31, 2020

- Operating Revenues for the month are favorable by $\$ 112 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by $\$ 633 \mathrm{~K}$
- Labor OT - unfavorable by $\$ 1,167 \mathrm{~K}$
- Fringe Benefits - favorable by $\$ 739 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 32 \mathrm{~K}$
- Total Operating Expenses -favorable by \$173K
- Transfers - favorable by $\$ 177 \mathrm{~K}$
- Operating Balance - favorable by $\$ 108 \mathrm{~K}$


## Slide 4

FY20 Operating Revenue by Major Funding Source - Year to Date as of March 31, 2020

- Passenger Fares- actual is $\$ 7,399 \mathrm{~K}$ while budget is $\$ 7,700 \mathrm{~K}$
- Sales Tax Revenue (including Measure D)- actual is $\$ 20,013 \mathrm{~K}$ while budget is $\$ 19,974 \mathrm{~K}$
- Other Revenue- actual is $\$ 839 \mathrm{~K}$ while budget is $\$ 594 \mathrm{~K}$
- TDA - actual is $\$ 6,047 \mathrm{~K}$ while budget is $\$ 5,649 \mathrm{~K}$
- Federal Op Assistance - actual is $\$ 4,442 \mathrm{~K}$ while budget is $\$ 4,441 \mathrm{~K}$
- STA - Op Assistance - actual is $\$ 1,995 \mathrm{~K}$ while budget is $\$ 2,265 \mathrm{~K}$
- STIC - Op Assistance - actual and budget are both $\$ 2,619 \mathrm{~K}$

Favorable/ (Unfavorable) Revenue Variance to Budget Year to Date as of March 31, 2020 are as follows:

- Passenger Fares variance to budget is unfavorable by $\$ 301 \mathrm{~K}$ due to:
- COVID-19 global health pandemic (Free Fares)
- Sales Tax Revenue variance to budget is favorable by $\$ 39 \mathrm{~K}$ due to higher than anticipated receipts.
- Other Revenue variance to budget is favorable by $\$ 245 \mathrm{~K}$ primarily due to Interest income (average cash balance at the County Treasury being much higher than budgeted).
- TDA variance to budget is favorable by $\$ 398 \mathrm{~K}$ due to the amended and increased TDA claim (based on actual FY19 TDA revenues).
- STA - Op Assistance variance to budget is unfavorable by $\$ 270 \mathrm{~K}$ due to lower allocations of funds as per SCO estimate from November 21, 2019.


## Slide 5

FY20 Operating Expenses by Major Expense Category Year to Date as of March 31, 2020

- Labor - Regular- actual is $\$ 12,475 \mathrm{~K}$ while budget is $\$ 13,108 \mathrm{~K}$
- Labor - OT - actual is $\$ 2,566 \mathrm{~K}$ while budget is $\$ 1,399 \mathrm{~K}$
- Fringe Benefits - actual is $\$ 17,456 \mathrm{~K}$ (of which $\$ 5,423 \mathrm{~K}$ is the Retirement Expense YTD due to prepayment of the CaIPERS UAL in FY20) while budget is $\$ 18,195 \mathrm{~K}$
- Services - actual is $\$ 3,041 \mathrm{~K}$ while budget is $\$ 2,986 \mathrm{~K}$
- Mobile Materials \& Supplies - actual is $\$ 2,088 \mathrm{~K}$ while budget is $\$ 1,995 \mathrm{~K}$
- Other Expenses - actual is $\$ 2,001 \mathrm{~K}$ while budget is $\$ 2,116 \mathrm{~K}$.

Favorable/ (Unfavorable) Expense Variance to Budget Year to Date as of March 31, 2020 are as follows:

- Labor - Regular variance to budget is favorable by $\$ 633 \mathrm{~K}$ due to:
- Vacant funded positions
- Extended unpaid leaves of absence
- Labor - OT variance to budget is unfavorable by $\$ 1,167 \mathrm{~K}$ due to vacant positions and extended leaves of absence in various departments, as well as COVID-19 related additional duties.
- Fringe Benefits variance to budget is favorable by $\$ 739 \mathrm{~K}$ primarily due to lower medical and retirement costs YTD.
- Services variance to budget is unfavorable by $\$ 55 \mathrm{~K}$ primarily due to Temp Help (offset by savings in Personnel Expenses).
- Mobile Materials \& Supplies variance to budget is unfavorable by $\$ 93 \mathrm{~K}$ due to Rev Vehicle Parts and Fuel \& Lube Rev Veh over budget.
- Other Expenses variance to budget is favorable by $\$ 115 \mathrm{~K}$ primarily due to Misc. expenses (Employee Training).


## Slide 6

FY20 Transfers Year to Date as of March 31, 2020

- Transfer to Capital Budget (2016 Net Sales Tax Measure D) - actual is $\$ 1,712 \mathrm{~K}$ while budget is $\$ 1,535 \mathrm{~K}$.
- Transfer to Capital Budget (2016 Net Sales Tax Measure D) variance to budget is favorable by $\$ 177 \mathrm{~K}$.


## Slide 7

FY20 Capital Budget Spending Year to Date (by Funding Source) as of March 31, 2020

- Total Capital Spending year to date is $\$ 5,509 \mathrm{~K}$; FY 20 budget is $\$ 33.7 \mathrm{M}$
- Low Carbon Transit Operations Program (LCTOP) spending is $\$ 796 \mathrm{~K}$
- Operating and Capital Reserve Fund spending is $\$ 436 \mathrm{~K}$
- Federal Capital Grants (FTA) spending is $\$ 1,537 \mathrm{~K}$
- Transfers from Operating Budget (Measure D) spending is $\$ 1,188 \mathrm{~K}$
- State Transportation Improvement Plan (STIP) spending is $\$ 308 \mathrm{~K}$
- State - PTMISEA (1B) spending is $\$ 70 \mathrm{~K}$
- Surface Transportation Block Grant (STBG) spending is $\$ 500 \mathrm{~K}$
- STA - SGR spending is $\$ 671 \mathrm{~K}$
- STA - SB1 spending is $\$ 4 \mathrm{~K}$.


## Slide 8

FY20 Capital Budget Spending Year to Date as of March 31, 2020

- Total Capital Projects spending year to date is $\$ 5,509 \mathrm{~K}$; FY20 budget is \$33.7M
- Revenue Veh Replacement \& Campaigns - Electrification Projects spending is $\$ 825 \mathrm{~K}$ for the following projects:
- Electric Bus (1) - Watsonville Circulator DAC (FY15/16 LCTOP)
- EV Charging Infrastructure @ JKS (10 Bays) (FY19 LCTOP)
- Completion of JKS Facility - ZEB Yard Changing Infrastructure
- Non-Revenue Vehicle Purchases $\$$ Replacements spending is $\$ 25 \mathrm{~K}$ for the following project:
- Replace Custodial Support Vehicle (1) (FTA 5339a FY18)
- Fleet \& Maintenance Equipment spending is $\$ 81 \mathrm{~K}$ for the following project:
- Bus Yard Scrubber/Sweeper (FTA 5339a FY18)
- Heavy Duty Opacity Smoke Meter
- Office Equipment spending is $\$ 9 \mathrm{~K}$ for the following project:
- Workstations \& Cubicles (HR)
- Misc. Projects spending is $\$ 68 \mathrm{~K}$ for the following project:
- JKS Repeater Back-Up/Kite Hill Repeater Site
- Ticket Vending Machine-SLV-Installation Costs
- Square Cash Registers for Customer Service (2)
- $2^{\text {nd }}$ ID Card Printer (Pacific Station)
- Watsonville Transit Mural
- Construction Related Projects spending is $\$ 31 \mathrm{~K}$ for the following projects:
- New METRO Owned ParaCruz Facility (Grant Match for FTA5339(b))
- Pacific Station/Metro Center - Conceptual Design/MOU
- IT Projects spending is $\$ 6 \mathrm{~K}$ for the following projects:
- Replacement Laptops (4)
- Facilities Repairs \& Improvements spending is $\$ 467 \mathrm{~K}$ for the following projects:
- Vernon Generator Replacement Project
- Fuel Management System (FTA 5339a FY17 \& FY18, Reserves)
- Facilities Improvements:
- ADA Handrail (WTC)
- Fencing at 138 Golf Club
- Fire Egress
- Awning - Fueling Station
- Security Cameras Install (JKS)
- Concrete Surface Repair - Bus Yard (FTA 5339a FY18)
- Revenue Vehicle Replacements \& Campaigns spending is $\$ 3,996 \mathrm{~K}$ for the following projects:
- CNG Replacements (4 40’) (FTA 5339b FY17)
- 2 ZEBs (FY18 STIP, LPP, HVIP)
- AVL/ITS (FY18 STIP, Measure D)
- VTA Bus Transfer - Decommission \& Retrofit
- CNG Bus (1) - (STBG FY17 - via SCCRTC)
- Year 3 of 6 - Capitalized Lease - Principal only (3 New Flyer Buses)
- Mid-Life Bus Engine Overhaul (4) (FTA 5339a FY17)
- Cameras on Buses \#2


## Slide 9

(Cover Sheet) - Additional Information
Slide 10
Additional Information for the Month of March 2020

- Unemployment Rate \% in Santa Cruz County is $7.9 \%$
- \$ Gasoline per Gallon for the San Francisco-Oakland-San Jose area is $\$ 3.21$; \$ Diesel is \$3.60
- Ridership YTD as of March 2020 changed as follows, year-over-year (FY19 FY20):
- $5.8 \%$ decrease in Total ridership
- $7.8 \%$ decrease in Highway 17 ridership
- $5.7 \%$ decrease in Local ridership
- $6.9 \%$ decrease in UCSC ridership
- $7.3 \%$ decrease in Cabrillo ridership
- 3.8\% decrease in Non-Student ridership
- Enrollment Information, year-over-year (2018/19-2019/20):
- UCSC: Fall (Total On-campus) enrollment decreased 1.0\%
- Cabrillo: Fall enrollment increased 9.2\%

Actual Winter 2020 enrollment for UCSC and Spring 2020 enrollment for Cabrillo will be available later in the year.

## Slide 11

FY20 Operating Revenue, Expenses, and Transfers Year to Date as of April 30, 2020: Preliminary

- Revenue - unfavorable by $\$ 1,087 \mathrm{~K}$
- Operating Expenses:
- Personnel Expenses - favorable by $\$ 240 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 6 \mathrm{~K}$
- Total Operating Expenses - favorable by $\$ 246 \mathrm{~K}$
- Transfers - favorable by $\$ 135 \mathrm{~K}$
- Operating Balance - unfavorable by $\$ 976 \mathrm{~K}$; Expected to be covered by CARES Act funds.


## Slide 12

FY20 Operating Revenue, Expenses, and Transfers Year to Date as of June 30, 2020: Preliminary
Reflects Actual Data for Qtrs. 1, 2, and 3 FY20 and projections for Qtr. 4

- Revenue - unfavorable by $\$ 4,660 \mathrm{~K}$
- Operating Expenses:
- Personnel Expenses - unfavorable by $\$ 242 \mathrm{~K}$
- Non-Personnel - unfavorable by $\$ 42 \mathrm{~K}$
- Total Operating Expenses - unfavorable by $\$ 284 \mathrm{~K}$
- Transfers - unfavorable by $\$ 2,796 \mathrm{~K}$
- Operating Balance - unfavorable by $\$ 2,148$; Expected to be covered by CARES Act funds.


## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Financial Stability, Stewardship \& Accountability.
V. FINANCIAL CONSIDERATIONS/IMPACT

Favorable budget variances in Operating Revenues and Expenses contributed to higher than anticipated Transfer to Capital Budget and favorable budget variance in Operating Balance, Year to Date as of March 31, 2020.

## VI. CHANGES FROM COMMITTEE

None.

## VII. ALTERNATIVES CONSIDERED

- There are no alternatives to consider, as this is an accept and file Year to Date Monthly Financial Report.


## VIII. ATTACHMENTS

Attachment A: Year to Date Monthly Financial Report as of March 31, 2020 Presentation

Prepared By: Caitlin Nelson, Financial Analyst

## IX. APPROVALS

Approved as to fiscal impact:
Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


Attachment A



| \$ In Thousands | Actual | Budget | Budget to Actual Favorable/ (Unfavorable) |
| :---: | :---: | :---: | :---: |
| Operating Revenue: | \$3,525 | \$4,183 | (\$658) |
| Operating Expenses: |  |  |  |
| Labor - Regular | \$1,426 | \$1,456 | \$30 |
| Labor - Overtime | \$243 | \$155 | (\$88) |
| Fringe Benefits | \$1,614 | \$1,572 | (\$42) |
| Non-Personnel Expenses | \$724 | \$789 | \$65 |
| Total Operating Expenses: | \$4,008 | \$3,973 | (\$35) |
| Transfers: | (\$142) | (\$171) | (\$29) |
| Operating Balance: |  |  | (\$664) |

FY20 Operating Revenue and Expenses Year to Date as of March 31, 2020
75\% of Fiscal Year Elapsed

|  | $\begin{aligned} & \text { N } \\ & \underset{\sim}{1} \\ & \text { H } \end{aligned}$ |  | $\begin{aligned} & n \\ & 0 \\ & 0 \\ & \theta \end{aligned}$ | $\begin{gathered} \widetilde{\theta} \\ = \\ = \\ \theta \end{gathered}$ | $\underset{\sim}{\underset{\sim}{n}}$ | $\underset{\sim}{\sim}$ | $\begin{aligned} & m \\ & \\ & \forall \end{aligned}$ | $\begin{aligned} & \text { N } \\ & \text { in } \\ & \theta \end{aligned}$ | - |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { ث } \\ & 0 \\ & 0 \\ & 0 \\ & 0 \\ & 0 \end{aligned}$ | $M$ <br> $N$ <br> $N$ <br> $N$ <br>  |  | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \underset{\sim}{m} \\ & \underset{\sim}{2} \end{aligned}$ | $\underset{\substack{\text { gin } \\ \underset{\sim}{2} \\ \hline}}{ }$ | $\begin{aligned} & \stackrel{n}{\sigma} \\ & \underset{\sim}{\infty} \\ & \infty \\ & \theta \end{aligned}$ | $\begin{aligned} & \text { ò } \\ & \text { in } \\ & \text { in } \end{aligned}$ |  |  |  |
| $\begin{aligned} & \text { N } \\ & \stackrel{\rightharpoonup}{4} \\ & \hline \end{aligned}$ | $\begin{aligned} & n \\ & n \\ & n \\ & M \\ & M \\ & \forall \end{aligned}$ |  | $\begin{aligned} & \underset{\sim}{n} \\ & \underset{\sim}{n} \\ & \underset{\sim}{n} \end{aligned}$ | $\begin{aligned} & \text { O } \\ & \text { in } \\ & \text { i } \end{aligned}$ | $\begin{aligned} & \stackrel{0}{n} \\ & \stackrel{y}{*} \\ & \underset{\sim}{2} \end{aligned}$ | $\begin{aligned} & \underset{\sim}{\underset{\sim}{n}} \\ & \underset{\sim}{1} \end{aligned}$ | 0 8 0 0 0 0 | $\begin{aligned} & \underset{N}{N} \\ & \underset{N}{N} \\ & \underset{\theta}{n} \end{aligned}$ |  |
|  |  |  |  |  |  |  | Total Operating Expenses: |  |  |

FY20 Operating Revenue by Major Funding Source
$\frac{\text { Year to Date as of March 31, 2020: }}{\text { 75\% of Fiscal Year Elapsed }}$



Attachment A

FY20 Capital Budget:
 Transit
796 K


Attachment A



| Enrollment Information |  |  |  |
| :--- | :--- | :--- | :--- |
| UCSC | Fall (Total On-campus)* |  |  |
|  | $2018 / 19$ | $2019 / 20$ | $\%$ Change |
|  | 19,379 | 19,180 | $-1.00 \%$ |
| Cabrillo | Fall* |  |  |
|  | $2018 / 19$ | $2019 / 20$ | $\%$ Change |
|  | 11,490 | 12,548 | $9.2 \%$ |
|  |  |  |  |

Unemployment Rate \%
Santa Cruz County


$\stackrel{9}{6}$

| Mar | Apr | May | June | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2019 | 2019 | 2019 | 2019 | 2019 | 2019 | 2019 | 2019 | 2019 | 2019 | 2020 | 2020 | 2020 |


|  | FY19-20 Ridership: March YTD |  |  |
| :---: | :---: | :---: | :---: |
| Ridership | FY19 | FY20 | \% Change |
| Total | $3,625,485$ | $3,414,561$ | $-5.8 \%$ |
| Hwy 17 | 211,961 | 195,491 | $-7.8 \%$ |
| Local | $3,413,524$ | $3,219,070$ | $-5.7 \%$ |
| UCSC | $1,852,008$ | $1,724,972$ | $-6.9 \%$ |
| Cabrillo | 236,673 | 219,321 | $-7.3 \%$ |
| Non-Student | $1,324,843$ | $1,274,777$ | $-3.8 \%$ |

Attachment A
FY 20 Operating Revenue, Expenses, and Transfers:
$\frac{\text { Year to Date as of April 30, } 2020: \text { PRELI MI NARY: }}{\text { 83\% of Fiscal Year Elapsed }}$

| \$ In Thousands | Actual | Budget | Budget to Actual (Unfavorable) |
| :---: | :---: | :---: | :---: |
| Revenue: | \$45,355 | \$46,442 | (\$1,087) |
| Operating Expenses: |  |  |  |
| Personnel Expenses | \$35,647 | \$35,887 | \$240 |
| Non-Personnel Expenses | \$7,879 | \$7,885 | \$6 |
| Total Operating Expenses: | \$43,526 | \$43,772 | \$246 |
| Transfers: |  |  |  |
| Transfers to Capital Budget | \$1,840 | \$1,705 | \$135 |
| Transfers to Operating and Capital Reserve Fund | \$0 | \$0 | \$0 |
| Total Transfers: | \$1,840 | \$1,705 | \$135 |
| Operating Balance: |  |  | (\$976)* |

FY20 Operating Revenue, Expenses, and Transfers:
Year to Date as of June 30, 2020; PRELIMI NARY*:
100\% of Fiscal Year Elapsed


Attachment A

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DATE: May 15, 2020
TO: Board of Directors
FROM: Wondimu Mengistu, Grants/Legislative Analyst

# SUBJECT: ACCEPT AND FILE QUARTERLY STATUS REPORT OF GRANT APPLICATIONS, ACTIVE AND PENDING GRANTS FOR THE THIRD QUARTER OF FY20 

## I. RECOMMENDED ACTION

That the Board of Directors receive and file the quarterly report on grant applications, active and pending grants. This is for information only. No action is required.

## II. SUMMARY

- During the second quarter (Q3) of FY20 (January 1-March 31, 2020), the Santa Cruz Metropolitan Transit District (METRO) received approval for a formula grant, which will be used for rural operating assistance.
- Staff also submitted formula grant applications for the annual Transportation Development Act (TDA) capital and operating assistance program and for the Low Carbon Transit Operations Program (LCTOP) capital assistance.
- Previously awarded grant-funded projects are underway to purchase vehicle replacements and upgrade facilities.
- A list of METRO's active grants (Attachment A) and pending applications (Attachment B) is provided quarterly to apprise the Board of Directors (Board) of grant funding status.
- No action is required; this report is for information only.


## III. DISCUSSION/BACKGROUND

During Q3 of FY20, Caltrans approved METRO's Fiscal Year (FY) 20 claim for Federal Transit Administration (FTA) Sections 5311 formula funds to provide a total of $\$ 191,234$ for fixed-route rural operating assistance.

Staff submitted the annual claim for Transportation Development Act (TDA) formula funds to the Santa Cruz County Regional Transportation Commission (RTC). TDA funds will contribute $\$ 11,961,203$ for fixed-route public transit and ADA complementary paratransit operations in Santa Cruz County and \$897,067 for capital improvements for FY21. Staff also submitted the FY20 LCTOP allocation
request of $\$ 969,394$ to install a new fast charging infrastructure at Watsonville Transit Center (WTC) to allow zero-emission buses to stay in operation throughout the day by extending their mileage and operating time.

## Active, Pending and Future Grants

This staff report apprises the Board of active (Attachment A), pending and future (Attachment B) grants which fund METRO's operations and capital improvements.

Active operating and capital improvement grants total \$33,374,202 in formula and $\$ 12,672,055$ in competitive funds. Of this amount, $\$ 9,173,699$ is to replace and refurbish buses. The remaining awarded funds are for operating assistance and capital improvement projects.

Pending grant applications request $\$ 42,608,371$ of new formula funding and $\$ 1,088,000$ of new discretionary funding. Of this $\$ 43,696,371$ in funding requests, $\$ 2,954,461$ is to replace and refurbish buses. The remaining applications request funds for operating assistance and facilities improvement projects.

METRO staff continuously seeks grant funds for operating assistance and capital improvements. During the next three months, staff will prepare grant applications for the California Transportation Commission's (CTC) FY20 Local Partnership Program (LPP), State and Federal disaster relief funding through the California Office of Emergency Services (CalOES) and the FY20 FTA 5339(a) Buses and Bus Facilities Formula Program.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The actions taken in this report tie to METRO's Financial Stability, Stewardship and Accountability.
V. FINANCIAL CONSIDERATIONS/IMPACT

Current active grants (Attachment A) of \$46,046,257 for METRO's operations and capital improvements projects. The Operating and Capital Budgets will be amended as necessary when grants are awarded.

## VI. CHANGES FROM COMMITTEE

## N/A

## VII. ALTERNATIVES CONSIDERED

This is for information only and there are no alternatives to consider.

## VIII. ATTACHMENTS

## Attachment A: Active Grants as of May 2020

Attachment B: Pending Grants as of May 2020

Prepared by: Wondimu Mengistu, Grants/Legislative Analyst

## IX. APPROVALS

John Ergo,
Planning \& Development
Director

Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


## Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 5/15/2020 |  |  |  |  |  |  |
| Competitive Grant |  |  |  |  |  |  |
| Formula Grant |  |  |  |  |  |  |
| \# | Project Description | Project Scope | Funding Source | \$ Budget Grant | \$ Budget Total Project | Project \% Complete |
| Operating Projects |  |  |  |  |  |  |
| 1 | Operate Watsonville Circulator | Operate new circulator route w/ ZEB in Wats DAC | FY18 Air District 2018 AB2766 Program Award: 1/18/18 | \$ 200,000 | \$ 678,111 | 5\% |
| 2 | FY20 Operating assistance | Operating assistance | FY20 SCCRTC <br> Transportation Development Act-Local Transportation Fund (TDALTF) <br> Award: 5/2/19 | \$ 7,288,208 | \$ 14,576,416 | 75\% |
| 3 | FY20 operating and capital assistance | Operating and capital assistance | FY20 SCCRTC <br> Transportation Development Act-State Transit Assistance (TDASTA) <br> Award: 5/2/19 | \$4,237,429 | \$ 8,474,858 | 75\% |
| End of Operating Projects |  |  |  |  |  |  |
| Capital Projects |  |  |  |  |  |  |
| 4 | 1 CNG <br> Replacement Bus | Purchase 40" CNG Bus | FY13-17 Caltrans <br> Discretionary FTA 5339 <br> Program <br> Award: 4/4/2018 | \$ 456,957 | \$ 664,799 | 75\% |

## Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 5/15/2020 |  |  |  |  |  |  |  |  |
|  | 3 ParaCruz <br> Vans <br> Replacement | Purchase 3 ParaCruz Vans Replacement | SCCRTC FY19 Surface <br> Transportation Block Grant program <br> Award: 9/5/19 | \$ | 200,000 | \$ | 222,940 | 20\% |
| 6 | Vouchers for 4 ZEBs | HVIP for 4 Proterra ZEBs | CALSTART Heavy-duty zero-emission Vehicle Incentive Program (HVIP) for 4 ZEBs | \$ | 600,000 | \$ | 600,000 | 50\% |
| 7 | Roof for Golf Club Facility | Renovating Golf Club Roof | FTA FY19 5339(a) Bus and Bus Facilities Formula Program Pre-Award: 12/10/19 | \$ | 450,000 | \$ | 450,000 | 10\% |
| 8 | Bus Washer | Mid-life overhaul for bus washer | FTA FY19 5339(a) Bus and <br> Bus Facilities Formula <br> Program <br> Pre-Award: 12/10/19 | \$ | 100,000 | \$ | 100,000 | 10\% |
| 9 | Gate controlbus entries at JKS | Install Gate control-bus entries at JKSLower | FTA FY18 5339(a) Bus and <br> Bus Facilities Formula <br> Program <br> Award: 7/9/19 | \$ | 100,000 | \$ | 100,000 | 10\% |
| 10 | Maintenance Facility-Paint Exterior | Paint Exterior- <br> Maintenance Facility | FTA FY18 5339(a) Bus and <br> Bus Facilities Formula <br> Program <br> Award: 7/9/19 | \$ | 60,000 | \$ | 60,000 | 15\% |
| 11 | Custodial Vehicles | Purchase Custodial Vehicles | FTA FY18 5339(a) Bus and <br> Bus Facilities Formula <br> Program <br> Award: 7/9/19 | \$ | 30,000 | \$ | 30,000 | 100\% |

## Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 5/15/2020 |  |  |  |  |  |  |  |  |
| 12 | Floor scrubber | Purchase Floor scrubber | FTA FY18 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 45,000 | \$ | 45,000 | 75\% |
| 13 | Bus Yard Scrubber/Swee per | Purchase Bus Yard Scrubber | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 75,000 | \$ | 75,000 | 75\% |
| 14 | SBF-Awning A\&E | Engineering and design cost for ABF-awning | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 25,000 | \$ | 25,000 | 5\% |
| 15 | Fencing projects | Fencing behind diesel tank for facilities | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 7,000 | \$ | 7,000 | 50\% |
| 16 | Metro Centerlayover Lot repair | Metro Centerlayover Lot repair | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 16,000 | \$ | 16,000 | 20\% |
| 17 | Facilities improvement bucket | Used for emergency security gate at Facilities and other projects | FTA FY18 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 85,000 | \$ | 85,000 | 90\% |
| 18 | Concrete surface repairbus yard | Concrete surface repairbus yard | FTA FY18 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 10,000 | \$ | 10,000 | 25\% |

## Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 5/15/2020 |  |  |  |  |  |  |  |  |
| 19 | CS Call Center cubicles \& furniture | CS Call Center cubicles \& furniture | FTA FY18 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 19,000 | \$ | 19,000 | 100\% |
| 20 | Bus stop improvements | Bus stop improvements | FTA FY18 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 124,725 | \$ | 124,725 | 0\% |
| 21 | Charging Infrastructure | Depot charging for 10 ZEBs | FY19 Low Carbon Transit Operations Program (LCTOP) <br> Award: 6/28/19 | \$ | 646,496 | \$ | 646,496 | 90\% |
| 22 | Bus Mid-Life Overhauls (4) | Bus Mid-Life Overhauls for 4 CNG buses | FTA FY17 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 160,000 | \$ | 160,000 | 95\% |
| 23 | Fuel <br> Management System | New Fuel Management System-Linking up with ITS | FTA FY17 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 180,000 | \$ | 180,000 | 10\% |
| 24 | Golf Club Fire Escape | ADA and safety compliance | FTA FY17 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 97,523 | \$ | 97,523 | 10\% |
| 25 | Watsonville Mural | Repainting WTC | FY18 Arts Council of Santa Cruz <br> Award: 9/17 | \$ | 2,700 | \$ | 6,600 | 85\% |

## Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 5/15/2020 |  |  |  |  |  |  |  |  |
| 26 | 1 Electric Bus for Watsonville DAC | Watsonville Circulator | FY17 and FY18Low Carbon Transit Operations Program (LCTOP) <br> Award: 6/30/18 | \$ | 709,292 | \$ | 1,251,559 | 50\% |
| 27 | 1 Electric Bus for Watsonville DAC | Serving Watsonville DAC area | FY16 Low Carbon Transit Operations Program (LCTOP) <br> Award: $3 / 31 / 16$. | \$ | 863,102 | \$ | 1,094,945 | 50\% |
| 28 | 2 ZEBs | $\begin{aligned} & \text { STIP purchase } \\ & 2 \text { ZEBs } \end{aligned}$ | CTC FY18 Local Partnership Program CTC FY19 STIP <br> Award: 10/17/18 | \$ | 870,000 | \$ | 2,312,811 | 50\% |
| 29 | Refurbish 4 buses | Extend useful life of the bus by 6-8 years | CTC FY19 STIP Award: $10 / 17 / 18$ | \$ | 900,000 | \$ | 1,316,493 | 50\% |
| 30 | Automatic Vehicle Locator | Install tracking system to manage an overview of vehicle travel. | CTC FY19 STIP Application: 8/25/17 Award: 10/17/18 | \$ | 1,400,000 | \$ | 1,581,385 | 50\% |
| 31 | Comprehensive Security and Surveillance to purchase CCTV, lighting, generator replacement | Purchase CCTV, lighting, generator replacement | FY17 Proposition 1B California Transit Security Program Award: 6/15/17 | \$ | 352,404 | \$ | 352,404 | 100\% |
| 32 | Fleet fire escape. Construction support | Engineering and design cost for Fire Egress | Changed to Cash reserve | \$ | 34,180 | \$ | 34,180 | 0\% |

Attachment A


## Attachment B

| Santa Cruz METRO <br> Pending Grants as of 5/15/2020 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Competitive Grant |  |  |  |  |  |
| Formula Grant |  |  |  |  |  |
| \# | Project Description | Project Scope | Funding Source | \$ Budget Grant | \$ Budget Total Project |
|  | FY20 Urban Transit Operations | $\begin{array}{\|l\|} \hline \text { FY20 FTA } 5307 \\ \text { Formula } \\ \text { Operating } \\ \text { Assistance } \\ \text { Award: TBD } \\ \hline \end{array}$ | FY20 FTA 5307 Formula Operating Assistance | \$7,282,012 | \$14,564,024 |
| 2 | FY20 Urban Transit Operations | $\begin{aligned} & \text { FY20 FTA } 5307 \\ & \text { CARES ACT } \\ & \text { Formula } \\ & \text { Operating } \\ & \text { Assistance } \\ & \text { Award:TBD } \end{aligned}$ | FFY20 Federal Section 5307 CARES Act funds | \$20,560,417 | \$20,560,417 |
| 3 | FY20 Rural Transit Operations | $\begin{aligned} & \text { FTA FY20 } 5311 \\ & \text { CARES ACT } \\ & \text { Formula } \\ & \text { Operating } \\ & \text { Assistance } \\ & \text { Award: TBD } \end{aligned}$ | FTA FY20 5311 CARES ACT Formula Operating Assistance | \$200,431 | \$200,431 |
| 4 | FY21 Operating assistance | Operating assistance | FY21 SCCRTC Transportation Development Act-Local Transportation Fund (TDALTF) <br> Award: TBD | \$7,628,850 | \$15,257,700 |
| 5 | FY21 operating and capital assistance | Operating and capital assistance | FY21 SCCRTC Transportation <br> Development Act-State <br> Transit Assistance (TDA-STA and SGR) <br> Award: TBD | \$5,229,420 | \$10,458,840 |
| 6 | FY20 Rural Transit Operations | $\begin{array}{\|l\|} \hline \text { FTA FY20 } 5311 \\ \text { Formula } \\ \text { Operating } \\ \text { Assistance } \\ \hline \end{array}$ | FY20 FTA5311 Rural Operating Assistance Award:TBD | \$191,234 | \$442,315 |
|  | FY20 LCTOP Capital assistance | Caltrans FY20 Formula Capital assistance | Caltrans FY20 Formula Capital assistance Award: TBD | \$969,394 | \$1,256,489 |

Attachment B

|  | Replace two 1998 diesel-fueled buses with two CNG buses | FY20 State of California FTA Section 5339 program | CalTrans FY20 5339 Discretionary Funds |  | \$1,088,000 |  | \$1,360,000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 9 | FY19 capital assistance | $\begin{aligned} & \text { FY19 FTA 5339a } \\ & \text { Formula Buses } \\ & \text { and Bus Facilities } \end{aligned}$ | FY19 FTA 5339a Buses and Bus Facilities |  | \$546,613 |  | \$546,613 |
| Total |  |  |  | \$ | 43,696,371 | \$ | 64,646,829 |
| End of Pending Grants |  |  |  |  |  |  |  |

DATE: May 15, 2020
TO: Board of Directors
FROM: Daniel L. Zaragoza, Operations Manager, Paratransit Division
SUBJECT: ACCEPT AND FILE THE METRO PARACRUZ OPERATIONS STATUS REPORT FOR JANUARY, FEBRUARY AND MARCH 2020

## I. RECOMMENDED ACTION

## That the Board of Directors accept and file the quarterly METRO ParaCruz Operations Status Report for January, February and March 2020

## II. SUMMARY

- Summary review of monthly operational statistics for ParaCruz.

Comparing the monthly statistics of FY19 to the monthly statistics of FY20:

- In January, the number of ParaCruz rides increased by: 206
- In February, the number of ParaCruz rides increased by: 72
- In March, the number of ParaCruz rides decreased by: 2,475
- Summary review of monthly operational information about ParaCruz:
- January number of total ParaCruz rides: 5,916
- February number of total ParaCruz rides: 6,138
- March number of total ParaCruz rides: 3,997


## III. DISCUSSION/BACKGROUND

- Comparing December 2019 statistics to January 2020, ParaCruz rides decreased by 189
- Comparing January 2020 statistics to February 2020, ParaCruz rides increased by 222
- Comparing February 2020 statistics to March 2020, ParaCruz rides decreased by 2141
ParaCruz have experienced a $38.24 \%$ decrease in ridership due to the Covid-19 pandemic Shelter in Place order.

ParaCruz Operators and Dispatchers are working on an ABC group schedule, one day of work with two days off,

ParaCruz is currently funded for 30 Paratransit Operators; one of these positions is vacant.

ParaCruz is the federally mandated ADA complementary paratransit program of the Santa Cruz Metropolitan Transit District (METRO), providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities, which prevent them from independently using the fixed route bus.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Service Quality and Delivery.

## V. FINANCIAL CONSIDERATIONS/IMPACT

There are no financial considerations for this report.

## VI. CHANGES FROM COMMITTEE <br> N/A

## VII. COORDINATION

This staff report has been coordinated with statistics provided by the Finance and Fleet Departments. The Eligibility Coordinator and Candis Almanza, Paratransit Supervisor, provided additional data.

## VIII. ATTACHMENTS

Attachment A: ParaCruz On-time Performance Charts for January, February and March.

Attachment B: Comparative Operating Statistics Tables for January, February and March.

Attachment C: Number of Rides Comparison Chart
Attachment D: Total Ride vs. Shared Ride Chart
Attachment E: Annual Miles Comparison Chart
Attachment F: Monthly Assessments
Attachment G: Top Monthly Ride Destinations for January, February \& March

Prepared by: Daniel L. Zaragoza, Operations Manager, Paratransit Division

Board of Directors
May 15, 2020
Page 3 of 3

## IX. APPROVALS

Daniel L. Zaragoza, Operations Manager, Paratransit Division


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford; CEO/General Manager


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## Attachment A

## ParaCruz On-time Performance Report for January 2020

|  | January 2019 | January 2020 |
| :--- | :---: | :---: |
| Total pick ups | 5,710 | 5,916 |
| Percent in "ready window" ${ }^{*}$ | $\mathbf{8 7 . 5 0 \%}$ | $\mathbf{9 3 . 0 5 \%}$ |
| 1 to 5 minutes late | $4.48 \%$ | $2.72 \%$ |
| 6 to 10 minutes late | $2.91 \%$ | $1.54 \%$ |
| 11 to 15 minutes late | $1.84 \%$ | $1.26 \%$ |
| 16 to 20 minutes late | $1.26 \%$ | $.81 \%$ |
| 21 to 25 minutes late | $.79 \%$ | $.29 \%$ |
| 26 to 30 minutes late | $.46 \%$ | $.17 \%$ |
| 31 to 35 minutes late | $.25 \%$ | $.05 \%$ |
| 36 to 40 minutes late | $.28 \%$ | $.02 \%$ |
| 41 or more minutes late <br> (excessively late/missed trips) | $.25 \%$ |  |
| Total beyond "ready window" | $\mathbf{1 2 . 5 0 \%}$ | $.12 \%$ |

*Target: 90\%

## On-time Performance

During January, ParaCruz' on time performance decreased by $2.91 \%$ from last month. Ridership decreased from last month. ParaCruz had one Operator on long-term disability. The total number of available working ParaCruz Operators is now 25 per weekday, not including Operators on annual leave.

## A Customer Service Report is either a compliment, comment, or a complaint.

During the month of January 2020, ParaCruz received five Customer Service Reports. Three of the reports were valid complaints; a ride that was booked for the wrong time and two late rides. One was not valid; a person complained we did not send a driver for her ride. Video, GPS and a record of Dispatch calling her showed that she was dispatched a vehicle. One comment: a visually impaired rider who has a guide dog noted that people loitering at Watsonville Transit Center had aggressive dogs that are uncontrolled.

## Attachment A

## ParaCruz On-time Performance Report for February 2020

|  | February 2019 | February 2020 |
| :--- | :---: | :---: |
| Total pick ups | 6,066 | 6,120 |
| Percent in "ready window" | $\mathbf{8 2 . 9 0 \%}$ | $\mathbf{9 4 . 5 3 \%}$ |
| 1 to 5 minutes late | $5.47 \%$ | $1.81 \%$ |
| 6 to 10 minutes late | $4.32 \%$ | $1.69 \%$ |
| 11 to 15 minutes late | $2.36 \%$ | $.95 \%$ |
| 16 to 20 minutes late | $1.81 \%$ | $.48 \%$ |
| 21 to 25 minutes late | $1.34 \%$ | $.31 \%$ |
| 26 to 30 minutes late | $.71 \%$ | $.12 \%$ |
| 31 to 35 minutes late | $.48 \%$ | $.06 \%$ |
| 36 to 40 minutes late | $.33 \%$ | $.05 \%$ |
| 41 or more minutes late <br> (excessively late/missed trips) | $.28 \%$ | $.05 \%$ |
| Total beyond "ready window" | $\mathbf{1 7 . 6 0 \%}$ |  |

*Target: 90\%

## On-time Performance

During February, ParaCruz' on time performance increased by $1.48 \%$ from last month. Ridership increased from last month. ParaCruz has two Operators on long-term disability. The total number of available working ParaCruz Operators is 24 per weekday, not including Operators on annual leave.

## A Customer Service Report is either a compliment, comment, or a complaint.

During the month of February 2020, ParaCruz received ten Customer Service Reports. Five were valid; two people complained that they had excessive wait times to book rides; one person complained that the Customer Service Representative she talked to was rude; and, two late rides. One compliment for a ParaCruz Operator. Four were comments from people who do not like our new operations software, ECOLANE.

## Attachment A

## ParaCruz On-time Performance Report for March 2020

|  | March 2019 | March 2020 |
| :--- | :---: | :---: |
| Total pick ups | 6,472 | 3,997 |
| Percent in "ready window" | $\mathbf{8 2 . 5 2 \%}$ | $\mathbf{9 6 . 3 3 \%}$ |
| 1 to 5 minutes late | $5.69 \%$ | $\mathbf{1 . 2 7 \%}$ |
| 6 to 10 minutes late | $3.74 \%$ | $\mathbf{1 . 0 1 \%}$ |
| 11 to 15 minutes late | $2.81 \%$ | $.98 \%$ |
| 16 to 20 minutes late | $1.96 \%$ | $.19 \%$ |
| 21 to 25 minutes late | $1.33 \%$ | $.10 \%$ |
| 26 to 30 minutes late | $.83 \%$ | $.05 \%$ |
| 31 to 35 minutes late | $.48 \%$ | $.03 \%$ |
| 36 to 40 minutes late | $.39 \%$ | $.02 \%$ |
| 41 or more minutes late <br> (excessively late/missed trips) | $.25 \%$ | $.02 \%$ |
| Total beyond "ready window" | $\mathbf{1 7 . 4 8 \%}$ | $\mathbf{3 . 6 7 \%}$ |

*Target: 90\%

## On-time Performance

During March, ParaCruz' on time performance increased by 1.80 \% from last month. March had a decrease in ridership from last month. ParaCruz has two Operators on long-term disability. The total number of available working ParaCruz Operators is 24 per weekday, not including Operators on annual leave.

## A Customer Service Report is either a compliment, comment, or a complaint.

During the month of March 2020, ParaCruz received six Customer Service Reports. Four were valid; two for late rides and two for bad customer service. One person had to wait on hold 45 minutes to book a ride, only to be told that it was too late to book the ride. And, one regarding a rude Customer Service Representative. Two were compliments for ParaCruz Operators.

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## Attachment B

Comparative Operating Statistics through January 2020

|  | $\begin{gathered} \hline \text { January } \\ 2019 \\ \hline \end{gathered}$ | January 2020 | FY 19 | FY 20 | Performance Averages | Performance Goals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Requested | 6,437 | 6,573 | 48,223 | 49,343 | 7180 |  |
| Performed | 5,710 | 5,916 | 42,229 | 43,391 | 6,297 |  |
| Cancels | 21.94\% | 23.11\% | 20.74\% | 22.82\% | 23.23\% |  |
| No Shows | 3.96\% | 4.03\% | 3.70\% | 3.88\% | 3.83\% | Less than 3\% |
| Total miles | 46,300 | 47,774 | 205,554 | 200,835 | 49,528 |  |
| Av trip miles | 5.95 | 5.51 | 6.19 | 5.64 | 5.74 |  |
| Within ready window | 87.50\% | 93.05\% | 81.51\% | 94.67\% | 91.91\% | 90.00\% or better |
| Call center volume | N/A | 5,921 | 22,252 | 39,858 | N/A |  |
| Hold times less than 2 minutes | N/A | 90.41\% | 95.36\% | 92.71\% | N/A | Greater than 90\% |
| Distinct riders | 663 | 617 | 1,119 | 1,142 | 684 |  |
| Most frequent rider | 76 rides | 57 rides | 171 rides | 280 rides | 55 rides |  |
| Shared rides | 61.0\% | 54.4\% | 65.4\% | 60.2\% | 61.68\% | Greater than 60\% |
| Passengers per rev hour | 1.92 | 1.75 | 1.67 | 1.86 | 1.87 | Greater than 1.6 passengers/hour |
| Rides by <br> supplemental <br> providers | N/A | N/A | N/A | N/A | N/A | No more than 25\% |
| Vendor cost per ride | N/A | N/A | N/A | N/A | N/A |  |
| $\begin{gathered} \text { Rides }<10 \\ \text { miles } \end{gathered}$ | 62.50\% | 61.88\% | 65.11\% | 64.19\% | 63.67\% |  |
| Rides > 10 | 37.50\% | 38.12\% | 34.89\% | 35.81\% | 36.75\% |  |
| Denied Rides | 0 | 0 | 0 | 0 | 0 | Zero |
| Missed Trips | 42 | 7 | 70 | 21 | 12 |  |
| Excessively Long Trips | 1 | 3 | 12 | 9 | 1.58 | New Stat Jan 2017 |
| \# Trips at Base Fare | 3,535 | 3,592 | 15,741 | 16,107 | 3896 |  |
| \# Trips > Base Fare | 999 | 1,052 | 4,482 | 4,646 | 1,132 |  |

ParaCruz Operations Status Report

## Attachment B

## Comparative Operating Statistics through February 2020

|  | $\begin{array}{\|c\|} \hline \text { February } \\ 2019 \\ \hline \end{array}$ | $\begin{array}{\|c\|} \hline \text { February } \\ 2020 \\ \hline \end{array}$ | FY 19 | FY 20 | Performance Averages | Performance Goals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Requested | 7,007 | 6,751 | 55,706 | 56,094 | 7158 |  |
| Performed | 6,066 | 6,120 | 49,457 | 49,511 | 6,301 |  |
| Cancels | 24.20\% | 4.57\% | 21.85\% | 20.54\% | 21.60\% |  |
| No Shows | 3.18\% | 4.79\% | 3.83\% | 3.99\% | 3.96\% | Less than 3\% |
| Total miles | 47,226 | 46,893 | 255,500 | 247,728 | 49,500 |  |
| Av trip miles | 5.83 | 6.87 | 6.25 | 5.79 | 5.82 |  |
| Within ready window | 82.90\% | 94.53\% | 80.91\% | 94.68\% | 92.88\% | 90.00\% or better |
| Call center volume | N/A | 5,905 | 10774 | 45,779 | 5240.25 | i |
| Hold times less than 2 minutes | N/A | 92.93\% | 94.08\% | 92.75\% | N/A | Greater than 90\% |
| Distinct riders | 647 | 703 | 1,204 | 1,147 | 688 |  |
| Most frequent rider | 70 rides | 70 rides | 197 rides | 318 rides | 55 rides |  |
| Shared rides | 57.5\% | 54.47\% | 66.3\% | 59.5\% | 60.59\% | Greater than 60\% |
| Passengers per rev hour | 2.08 | 2.01 | 1.96 | 1.88 | 1.86 | Greater than 1.6 passengers/hour |
| Rides by supplemental providers | N/A | N/A | N/A | N/A | N/A | No more than $25 \%$ |
| Vendor cost per ride | N/A | N/A | N/A | N/A | N/A |  |
| $\begin{gathered} \text { Rides }<10 \\ \text { miles } \end{gathered}$ | 62.83\% | 56.42\% | 62.47\% | 63.02\% | 63.98\% |  |
| Rides > 10 | 37.17\% | 41.65\% | 37.53\% | 36.98\% | 36.02\% |  |
| Denied Rides | 0 | 0 | 0 | 0 | 0 | Zero |
| Missed Trips | 17 | 8 | 113 | 29 | 7 | N/A |
| Excessively Long Trips | 4 | 5 | 14 | 14 | 1.67 | New Stat Jan 2017 |
| \# Trips Base Fare | 3,900 | 3,675 | 19,589 | 19,782 | 3,877 |  |
| \# Trips > Base Fare | 1,035 | 1,045 | 5,543 | 5,961 | 1,133 |  |

[^1]
## Attachment B

Comparative Operating Statistics through March 2020

|  | $\begin{gathered} \hline \text { March } \\ 2019 \\ \hline \end{gathered}$ | $\begin{gathered} \hline \text { March } \\ 2020 \end{gathered}$ | FY 19 | FY 20 | Performance Averages | Performance Goals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Requested | 6,565 | 4,391 | 62,805 | 60,485 | 6,893 |  |
| Performed | 6,472 | 3,997 | 54,833 | 53,508 | 6095 |  |
| Cancels | 25.98\% | 5.02\% | 22.87\% | 18.82\% | 19.85\% |  |
| No Shows | 3.27\% | 8.99\% | 3.73\% | 4.07\% | 4.44\% | Less than 3\% |
| Total miles | 49,928 | 31,684 | 305,428 | 279,412 | 47,980 |  |
| Av trip miles | 5.73 | 6.86 | 6.06 | 5.90 | 5.92 |  |
| Within ready window | 82.52\% | 96.33\% | 82.41\% | 94.80\% | 94.03\% | 90.00\% or better |
| Call center volume | N/A | 3,984 | N/A | 49763 | 5572 | information not available |
| Hold times less than 2 minutes | N/A | 94.22\% | N/A | 92.92\% | N/A | Greater than 90\% |
| Distinct riders | 703 | 581 | 1,473 | 1,319 | 678 |  |
| Most frequent rider | 55 rides | 36 rides | 336 rides | 378 rides | 53 rides |  |
| Shared rides | 67.5\% | 60.1\% | 65.4\% | 60.5\% | 59.97\% | Greater than 60\% |
| Passengers per rev hour | 2.05 | 1.93 | 1.98 | 1.91 | 1.85 | Greater than 1.6 passengers/hour |
| $\qquad$ | N/A | N/A | N/A | N/A | N/A | No more than $25 \%$ |
| Vendor cost per ride | N/A | N/A | N/A | N/A | N/A |  |
| $\begin{gathered} \text { Rides }<10 \\ \text { miles } \end{gathered}$ | 62.84\% | 56.42\% | 62.45\% | 62.53\% | 63.47\% |  |
| Rides > 10 | 37.16\% | 43.58\% | 37.55\% | 37.47\% | 36.53\% |  |
| Denied Rides | 0 | 0 | 0 | 0 | 0 | Zero |
| Missed Trips | 16 | 2 | 168 | 31 | 5 | N/A |
| Excessively Long Trips | 2 | 2 | 23 | 16 | 1.67 | New Stat Jan 2017 |
| \# Trips Base Fare | 4,033 | 2,446 | 34,689 | 22,228 | 3745 |  |
| \# Trips > Base Fare | 1,141 | 674 | 9,632 | 6,635 | 1094 |  |

ParaCruz Operations Status Report

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## Attachment C



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Attachment D

ParaCruz Operations Status Report

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## Attachment E

| Annual Miles Comparison |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 70,000 <br> 65,000 |  |  |  |  |  |  |  |  |  |  |  |  |
| 60,000 |  |  |  |  |  |  |  |  |  |  |  |  |
| 55,000 |  |  |  |  |  |  |  |  |  |  |  |  |
| 45,000 | Jut | AUG | SEP | ост | Nov | DEC | jan | feb | MAR | APR | may | jun |
| $\rightarrow$ - $\square^{18}$ | 47,578 | 51,011 | 51,532 | 58,776 | 52,811 | 47,551 | 45,811 | 49,271 | 54,426 | 53,633 | 53,164 | 47,473 |
| --fy 19 | 48,549 | 50,216 | 51,513 | 53,331 | 49,990 | 46,501 | 46,300 | 47,226 | 49,928 | 51,359 | 52,084 | 46,329 |
| $\pm$ FY 20 | 47,260 | 48,213 | 48,923 | 56,440 | 49,242 | 48,591 | 47,774 | 46,893 | 31,684 |  |  |  |

8-05E. 1

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## Attachment F

## Monthly Assessments

| MONTHLY ASSESSMENTS |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | UNRESTRICTED | RESTRICTED CONDITIONAL | RESTRICTED TRIP BY TRIP | TEMPORARY | DENIED | TOTAL |
| APRIL 2019 | 17 | 1 | 2 | 3 | 2 | 25 |
| MAY 2019 | 27 | 1 | 0 | 2 | 0 | 30 |
| JUNE 2019 | 13 | 0 | 1 | 1 | 1 | 16 |
| JULY 2019 | 16 | 0 | 0 | 2 | 0 | 18 |
| AUGUST 2019 | 25 | 1 | 0 | 5 | 0 | 31 |
| SEPTEMBER 2019 | 27 | 1 | 0 | 2 | 0 | 30 |
| OCTOBER 2019 | 22 | 1 | 0 | 2 | 0 | 25 |
| NOVEMBER 2019 | 23 | 0 | 0 | 1 | 0 | 24 |
| DECEMBER 2019 | 18 | 0 | 0 | 0 | 0 | 18 |
| JANUARY 2020 | 15 | 0 | 0 | 0 | 0 | 15 |
| FEBRUARY 2020 | 0 | 0 | 0 | 55 | 0 | 55 |
| MARCH 2020 | 0 | 0 | 0 | 49 | 0 | 49 |

Number of Eligible Riders for the month of January $2020=3,641$
Number of Eligible Riders for the month of February $2020=3,652$
Number of Eligible Riders for the month of March $2020=3,659$

Unrestricted: If, because of a disability, a person can never use the fixed route bus service under any condition.

Restricted: If a person can use fixed route bus service for some trips, then they may be determined eligible but restricted from those trips that they could make using the fixed route bus system.

Immediate need: If, due to unforeseeable circumstances, a person may need transportation before completing the eligibility process, they made be provided with immediate need eligibility for up to 14 days.

Temporary: If a person has a limited term condition that prevents them from using the fixed route service system.

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## Attachment G

## Top Ride Destinations

|  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| LOCATION | JANUARY | FEBRUARY | MARCH | TOTAL |
| Cabrillo College Stroke Center | 106 | 764 | 399 | 1269 |
| Satellite Dialysis - Capitola | 226 | 395 | 446 | 1067 |
| Santa Cruz Post-Acute Skilled Nursing | 44 | 412 | 375 | 831 |
| Satellite Dialysis - Watsonville | 96 | 283 | 330 | 709 |
| Palo Alto Medical FoundationSoquel Ave. Location | 72 | 171 | 89 | 332 |
| Dominican Hospital | 171 | 98 | 59 | 328 |
| Santa Cruz Office of Education | 29 | 214 | 50 | 293 |
| Brookdale Assisted Living- Scotts Valley | 69 | 110 | 70 | 249 |
| Watsonville Community Hospital | 25 | 93 | 107 | 225 |
| Soquel High School Special Education | 4 | 134 | 84 | 222 |
| Mid-County Senior Center | 23 | 150 | 0 | 173 |
| Dominican Rehab Center Fredrick/Madrone Facilities | 68 | 111 | 1 | 170 |

Number of rides for the month of January $2019=\mathbf{5 , 9 1 6}$
Number of rides for the month of February $2019=\mathbf{6 , 1 2 0}$
Number of rides for the month of March $2019=3,997$

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DATE: May 15, 2020
TO: Board of Directors
FROM: John Urgo, Planning \& Development Director
SUBJECT: ACCEPT AND FILE THE METRO SYSTEM RIDERSHIP REPORTS FOR THE THIRD QUARTER OF FY20

## I. RECOMMENDED ACTION

## That the Board of Directors accept and file the METRO system ridership

 report for the third quarter of FY20
## II. SUMMARY

- FY20 Q3 total ridership decreased $17.9 \%(-242,872)$ compared to FY19 Q3
- Non-student ridership decreased $9.2 \%(-37,841)$
- Highway 17 ridership decreased $19.3 \%(-13,500)$
- UCSC ridership decreased $22.7 \%(-181,089)$
- Cabrillo College ridership decreased $7.34 \%(-10,442)$


## III. DISCUSSION/BACKGROUND

- This report contains ridership summaries and ridership by route for Santa Cruz Metropolitan Transit District (METRO) fixed route bus service for the third quarter (Q3) of FY20 (January 1 - March 31, 2020). Quarterly ridership reports keep the Board of Directors apprised of METRO's ridership statistics and ridership trends:
- Attachment A shows system-wide and college student ridership statistics for Q3 of FY20 and makes year-over-year comparisons with ridership statistics.
- Attachment $B$ shows the average ridership and pass/fare usage per route and system-wide.
- FY20 Q3 total fixed-route ridership decreased 17.9\% compared to FY19 Q3.
- Reason(s) include:
- Local ridership decreased 17.8\%. Ridership on local routes was $94.9 \%$ of total fixed route ridership.
- Non-Student ridership on METRO's local system decreased 9.2\%. Non-students were $35.4 \%$ of all local ridership this quarter.
- As of February 2020, Q3 Non-Student ridership was stable (+.02\%)
- March 2020 Non-Student ridership decreased 37.0\%, compared to March 2019.
- Shelter-in-Place directives implemented in March 2020 severely depressed ridership.
- Effective March 23, METRO reduced service to weekendbased service due to low levels of ridership.
- Student pass usage decreased $21.9 \%$
- Total UCSC ridership decreased $22.7 \%$
- As of February 10, 2020 strike activity on the UCSC campus negatively affected UCSC ridership in February and into March of 2020.
- Beginning March 10, 2020 all in-person UCSC classes were suspended, resulting in reduced service demand from UCSC staff and students
- Effective March 18, 2020 METRO canceled all "School Term" service
- Total Cabrillo ridership decreased 6.2\%
- As of February 2020, Q3 Cabrillo ridership was on the rise ( $+7.4 \%$ ) with the quarter expected to have the first quarterly increase in Cabrillo ridership since Q2 of FY19.
- March 2020 Cabrillo ridership decreased 48.1\%, compared to March 2019.
- March 12, 2020 Cabrillo College suspended in-person lectures, resulting in reduced service demand from Cabrillo students.
- Highway 17 ridership decreased 19.3\%. Ridership on the commuter route was $5.3 \%$ of total fixed route ridership.
- As of February 2020, Q3 Highway 17 ridership increased slightly ( $+1.9 \%$ ) with the quarter expected to have the first quarterly increase in Hwy 17 ridership since Q3 of FY18.
- March 2020 Highway 17 ridership decreased 57.2\%, compared to March 2019.
- Shelter-in-Place directives implemented in both Santa Cruz and Santa Clara County in March 2020 severely depressed Highway 17 ridership.
- Effective March 23, METRO reduced service to weekendbased service due to low levels of ridership.
- Quarterly discounted ridership decreased 14.2\% (Passes -16.5\% and Cash 9.9\%)
- Shelter-in-Place directives implemented in March 2020 severely depressed ridership.
- Effective March 23, METRO reduced service to weekend-based service due to low levels of ridership.
- Regular pass and cash fares decreased 10.9\% (Passes -14.0\% and Cash -8.2\%)
- Shelter-in-Place directives implemented in March 2020 severely depressed ridership.
- Effective March 23, METRO reduced service to weekend-based service due to low levels of ridership.

Attachment B shows average ridership per trip for all weekday and weekend routes in Q2 of FY20.

- Total ridership per trip decreased 14.4\% (weekday -12.9\% and weekend -18.5\%).

System-wide, there are 27 riders on the average weekday trip and an average of 22 riders per trip on weekends.

- The weekday routes with the highest ridership average are Routes 15 and 16
- These routes serve UCSC via Laurel West and Laurel East, respectively.
- These routes operate at the greatest frequency in the weekday schedule, when "School-Term" trips are in service
- The weekend route with the highest ridership average is Route 16.
- This route serves UCSC via Laurel East.
- This route operates at the greatest frequency in the weekday schedule, when "School-Term" trips are in service
- The weekday and weekend route with the lowest ridership average is the Route 79.
- This route serves Pajaro/East Lake.
- Outreach efforts for the Watsonville Circulator in early Q3 FY20 have identified some potential locations that this route could be altered to serve.


## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Service Quality and Delivery Strategic Priority.

## V. FINANCIAL CONSIDERATIONS/IMPACT

Revenue derived from passenger fares and passes is reflected in the FY20 operating budget. The COVID-19 pandemic fallout will dramatically affect our actual passenger fares negatively in the remainder of FY20 and into FY21. The severity of this negative impact will be realized in the coming months.

## VI. CHANGES FROM COMMITTEE

None

## VII. ALTERNATIVES CONSIDERED

There are no alternatives to consider.

## VIII. ATTACHMENTS

Attachment A: Quarterly System Ridership Summary for FY20 Q3 January 1, 2020 - March 31, 2020

Attachment B: Quarterly Average Ridership by Route Report for FY20 Q3 January 1, 2020 - March 31, 2020

Prepared by: Cayla Hill, Planning Analyst

## IX. APPROVALS

John Urgo

Planning and Development Director

Approved as to fiscal impact:
Angela Aitken, CFO


Alex Clifford, CEO/General Manager


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Attachment B
Quarterly Average Ridership by Route Report

| J anuary 1, 2020 - March 31, 2020 |  | Average Weekday Ridership per Trip |  |  |  |  | Average Weekend Ridership per Trip |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Route | Corridor | Total Riders | UCSC <br> Riders \% | Cabrillo <br> Riders \% | Discount Fares and Passes \% | Regular Passes \% | Total Riders | UCSC <br> Riders \% | Cabrillo Riders \% | Discount Fares and Passes \% | Regular Passes \% |
|  | UCSC |  |  |  |  |  |  |  |  |  |  |
| 10 | UCSC via High St. | 43 | 95.6\% | 0.4\% | 1.1\% | 2.7\% | 42 | 90.0\% | 0.3\% | 1.7\% | 1.8\% |
| 15 | UCSC via Laurel West | 53 | 97.1\% | 0.4\% | 0.7\% | 1.4\% |  |  |  |  |  |
| 16 | UCSC via Laurel East | 53 | 97.6\% | 0.5\% | 1.0\% | 1.6\% | 55 | 91.7\% | 0.4\% | 1.0\% | 1.1\% |
| 19 | UCSC via Lower Bay | 47 | 95.3\% | 0.7\% | 2.2\% | 1.7\% | 48 | 88.6\% | 0.7\% | 2.0\% | 1.5\% |
| 20 | UCSC via West Side | 43 | 89.8\% | 1.4\% | 3.9\% | 4.6\% | 51 | 86.5\% | 0.5\% | 2.0\% | 2.4\% |
| 20D | UCSC via West Side Supp. | 33 | 98.3\% | 0.1\% | 0.3\% | 0.8\% |  |  |  |  |  |
| 22 | UCSC/ Coastal Science Campus | 40 | 99.5\% | 0.1\% | 0.2\% | 0.4\% |  |  |  |  |  |
|  | Intercity |  |  |  |  |  |  |  |  |  |  |
| 35/ 35A | Santa Cruz/ Scotts Valley/ SLV | 15 | 5.7\% | 6.3\% | 22.3\% | 37.5\% | 16 | 3.3\% | 3.8\% | 24.1\% | 25.1\% |
| 69A | Capitola Road/ Watsonville | 24 | 9.4\% | 7.3\% | 30.9\% | 22.9\% | 16 | 10.8\% | 6.1\% | 23.5\% | 16.9\% |
| 69W | Cap. Road/ Cabrillo/ Watsonville | 27 | 9.0\% | 21.8\% | 23.1\% | 22.7\% | 19 | 10.6\% | 8.1\% | 22.4\% | 17.3\% |
| 71 | Santa Cruz to Watsonville | 28 | 5.7\% | 18.7\% | 25.5\% | 23.4\% | 19 | 4.4\% | 6.7\% | 26.7\% | 18.8\% |
| 91X | Santa Cruz/ Watsonville Express | 15 | 5.1\% | 44.3\% | 15.6\% | 17.5\% |  |  |  |  |  |
|  | Rural |  |  |  |  |  |  |  |  |  |  |
| 40 | Davenport/ North Coast | 6 | 5.3\% | 2.1\% | 9.7\% | 41.3\% |  |  |  |  |  |
| 41 | Bonny Doon | 6 | 31.2\% | 4.4\% | 17.6\% | 34.2\% |  |  |  |  |  |
| 42 | Davenport/ Bonny Doon | 13 | 28.3\% | 2.2\% | 16.5\% | 24.1\% | 10 | 26.3\% | 1.7\% | 25.4\% | 15.2\% |
|  | Local |  |  |  |  |  |  |  |  |  |  |
| 3 | Mission/ Beach | 8 | 36.4\% | 4.9\% | 28.8\% | 20.9\% | 7 | 41.8\% | 2.3\% | 25.5\% | 12.2\% |
| 4 | Harvey West/ Emeline | 13 | 7.0\% | 4.2\% | 53.8\% | 28.5\% |  |  |  |  |  |
| 55 | Rio Del Mar | 15 | 2.5\% | 43.6\% | 24.8\% | 15.8\% | 7 | 2.9\% | 9.6\% | 40.4\% | 17.2\% |
| 66 | Live Oak via 17th | 14 | 15.2\% | 6.5\% | 30.5\% | 26.7\% | 10 | 13.7\% | 5.1\% | 30.5\% | 17.7\% |
| 68 | Like Oak via Broadway/ Portola | 12 | 21.0\% | 8.1\% | 28.6\% | 23.2\% | 8 | 18.0\% | 5.6\% | 28.8\% | 16.5\% |
| 72 | Watsonville Hospital/ Pinto Lake | 14 | 1.1\% | 11.9\% | 35.7\% | 22.2\% | 7 | 0.3\% | 5.6\% | 32.9\% | 14.6\% |
| 745 | PVHS/ Watsonville Hospital | 11 | 0.2\% | 5.1\% | 12.6\% | 24.3\% |  |  |  |  |  |
| 75 | Green Valley Road | 13 | 0.4\% | 8.2\% | 40.9\% | 22.4\% | 8 | 0.4\% | 3.0\% | 39.2\% | 15.8\% |
| 79 | Paj aro/ East Lake | 4 | 0.7\% | 11.2\% | 33.6\% | 27.3\% | 3 | 0.7\% | 7.3\% | 36.9\% | 15.7\% |
|  | Highway 17 |  |  |  |  |  |  |  |  |  |  |
| Hwy 17 | Hwy 17 Express | 13 | - | - | 8.4\% | 51.1\% | 13 | - | - | 6.1\% | 19.7\% |
|  | Avg. Ridership per Trip | 27 | 57.3\% | 6.5\% | 11.4\% | 13.4\% | 22 | 48.5\% | 2.89\% | 12.5\% | 10.2\% |

[^2]
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DATE: May 15, 2020
TO: Board of Directors
FROM: Rufus Francis, Safety, Security and Risk Management Director

# SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO FIRST ALARM SECURITY \& PATROL, INC. FOR SECURITY GUARD SERVICES NOT TO EXCEED \$1,831,692 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO/General Manager to execute a contract with First Alarm Security \& Patrol, Inc. for Security Guard Services in an amount not to exceed $\$ 1,831,692.24$ for an initial term of three (3)-years plus one (1)-month

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for Security Guard Services at its various facilities.
- A formal request for proposals was conducted to solicit proposals from qualified firms. Six firms submitted proposals for METRO's review.
- A five-member evaluation team composed of METRO staff reviewed and evaluated the proposals, and is recommending an award to First Alarm Security \& Patrol, Inc.


## III. DISCUSSION/BACKGROUND

METRO utilizes contracted security services at various METRO facilities. These services are crucial in order to ensure the safety of the public and METRO employees and to protect METRO property. Some of the services provided by the security guards include conducting foot patrols at transit facilities, providing protection of METRO employees during Ticket Vending Machine revenue retrieval, and conducting fare box vault processing services. First Alarm is METRO's current provider for these services; however, this existing contract will expire on May 31, 2020, with no further options to renew.

Beginning on January 27, 2020, METRO legally advertised and distributed Request for Proposals (RFP) No. 20-09 to 27 firms, posted notice on its website, and sent email notices to all GovDelivery subscribers and to 18 Disadvantaged Business Enterprise (DBE) vendors from the Caltrans database. On March 6, 2020, proposals were received and opened from six firms. A list of these firms is
provided in Attachment A. A five-member evaluation team composed of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the Request for Proposals:

| Evaluation Criteria |
| :--- |
| Qualifications of the Firm |
| Staffing and Personnel Qualifications |
| Demonstrated Understanding of Scope of Work |
| Retention Plan |
| Price Proposal |
| References |

Staff is recommending that the Board of Directors (Board) authorize the CEO to execute a three-year and one-month contract on behalf of METRO, with options to extend for a total term of seven years and one month, with First Alarm Security \& Patrol, Inc. in an amount not to exceed $\$ 1,831,692.24$. (The additional month is so that beginning in Year 2, the start date of each new year will align with METRO's fiscal year start date of July $1^{\text {st }}$.)

First Alarm has agreed to hold its pricing fixed for Year 2 of the contract, and METRO has agreed to implement a $2 \%$ increase in Year 3. Staff is also requesting approval to add $\$ 20,000$ to the not-to-exceed total as a contingency for special details that take place throughout the year that require additional officers or hours outside of the normal schedule.

| Year 1 | $\$$ | $583,789.12$ |
| ---: | ---: | ---: |
| +1 month | $\$$ | $48,649.09$ |
| $0 \%$ increase for Year 2 | $\$$ | $583,789.12$ |
| $2 \%$ increase for Year 3 | $\$$ | $595,464.90$ |
| Total | $\$ 1,811,692.24$ |  |
| Contingency | $\$$ | $20,000.00$ |
| Grand Total | $\$ \mathbf{1 , 8 3 1 , 6 9 2 . 2 4}$ |  |

First Alarm Security \& Patrol, Inc. will provide all services meeting all METRO's specifications and requirements of the contract. Rufus Francis, Safety, Security
and Risk Management Director, will serve as the Contract Administrator and will ensure contract compliance.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This contract aligns to the following Strategic Priorities:

- Safety First Culture
- Strategic Alliances and Community Outreach
V. FINANCIAL CONSIDERATIONS/IMPACT

The value of the contract is $\$ 1,831,692.24$ for the initial term of three years and one month. The required funding is included in the Safety, Security \& Risk FY20FY23 Security Services (503171) Operating budget. Since this is a multi-year contract, the Department Director will be accountable for budgeting the cost in future years, including any options exercised.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

- Do nothing is not a viable option due to the need to maintain the safety and security of METRO personnel and the public.
- Providing these services in-house is not an option, as METRO does not have in-house staff who are registered or trained to perform these security services.


## VIII. ATTACHMENTS

Attachment A: List of Responding Firms
Attachment B: Contract with First Alarm Security \& Patrol, Inc.

Note: A full copy of the Contract is available on request.

Prepared by: Joan Jeffries, Purchasing Assistant

## IX. APPROVALS

Rufus Francis, Safety, Security and Risk Management Director


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


## Attachment A



Responding Firms for RFP No. 20-09

## Security Guard Services

Received by March 6, 2020 at 5:00 PM

| All Time Alert Security, LLC | Inglewood | CA |
| :--- | :--- | :--- |
| American Guard Services, Inc. | Los Angeles | CA |
| CEED Security | Los Angeles | CA |
| First Alarm Security \& Patrol, Inc. | Aptos | CA |
| National Security Industries | San Jose | CA |
| Servexo | Campbell | CA |

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## Attachment B

## PROFESSIONAL SERVICES CONTRACT FOR SECURITY GUARD SERVICES (20-09)

THIS CONTRACT is made effective on June 1, 2020 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and FIRST ALARM SECURITY \& PATROL, INC. d/b/a FIRST SECURITY SERVICES ("Contractor").

## 1. RECITALS

1.1 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.
1.2 Santa Cruz METRO’s Need for Security Guard Services.

Santa Cruz METRO has the need for Security Guard Services. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated January 27, 2020, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.
1.3 Contractor's Proposal

Contractor is a firm qualified to provide Security Guard Services and whose principal place of business is 1111 Estates Drive, Aptos, California 95003. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Contractor submitted a proposal for Security Guard Services, which is attached hereto and incorporated herein by reference as Exhibit B.
1.4 Selection of Contractor and Intent of Contract

On April 2, 2020, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO to provide the Security Guard Services described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

## 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.1 Documents Incorporated in this Contract

The documents listed below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 12.15 of the General Conditions to the Contract.

## Attachment B

## A. Exhibit A

Santa Cruz METRO’s "Request for Proposals" dated January 27, 2020, including Addenda Nos. 1 through 3.
B. Exhibit B (Contractor's Proposal)

Contractor's Proposal to Santa Cruz METRO for Security Guard Services, dated March 6, 2020, and signed by Contractor.
C. Exhibit C

REVISED Contract Pricing Form, including costs for Overtime/Holiday hours.
2.2 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A, B and C. Where in conflict, the provisions of Exhibit A and Exhibit C supersede Exhibit B.

### 2.3 Recitals

The Recitals set forth in Article 1 are part of this Contract.

## 3. DEFINITIONS

3.1 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:
3.1.1 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 12.15 of the General Conditions to the Contract.
3.1.2 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued January 27, 2020.
3.1.3 CONTRACTOR'S STAFF - Employees of Contractor.
3.1.4 DAYS - Calendar days.
3.1.5 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued January 27, 2020.
3.1.6 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

## Attachment B

3.1.7 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

## 4. TIME OF PERFORMANCE

## $4.1 \quad$ Term

The term of this Contract will be for a period of three (3) years and one (1) month, from June 1, 2020 through June 30, 2023, and shall commence upon the execution of the Contract by Santa Cruz METRO.

### 4.2 Options

At the option of Santa Cruz METRO, this Contract agreement may be renewed for four (4) additional one-year or two (2) additional two-year terms. Option terms may be exercised by Santa Cruz METRO in single or multiple year periods.

## 5. COMPENSATION

5.1 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO. Santa Cruz METRO agrees to compensate Contractor for eight (8) holidays per year at time-and-a-half.

Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO's written approval of Contractor's written invoice for said work. Contractor understands and agrees that if it exceeds the $\mathbf{\$ 1 , \mathbf { 8 3 1 } , \mathbf { 6 9 2 } . 2 4}$ maximum amount payable under this Contract, it does so at its own risk.

### 5.2 Escalators

There shall be no increase in rates for Year 2 of the Contract, commencing July 1, 2021. There shall be a $2 \%$ increase in rates for Year 3 of the Contract, commencing July 1, 2022.

Three months prior to each anniversary date of July $1^{\text {st }}$ for the option years, Contractor may request an increase in rates for services. In the request, Contractor is to reflect how the requested increases will adjust Security Officers’ wages in each of the classifications. Any requested rate increases are subject to negotiation.

### 5.3 Invoices

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time

## Attachment B

devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

## 6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting if sent by registered mail, receipt requested, to a party hereto at the address hereinunder set forth, or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO<br>Santa Cruz Metropolitan Transit District<br>110 Vernon Street<br>Santa Cruz, CA 95060

Attention: Alex Clifford, CEO

## CONTRACTOR

First Alarm Security \& Patrol, Inc.
1111 Estates Drive
Aptos, CA 95003
Attention: Cal Horton, President
(408) 364-1110
chorton@firstsecurityservices.com

## 7. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic method by either of the parties, and each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Each party further agrees that this Contract may be executed in two or more

## Attachment B

counterparts, each of which will be deemed an original, and all of which constitute one and the same instrument.

## 8. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on $\qquad$

Santa Cruz METRO -
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor -
FIRST ALARM SECURITY \& PATROL, INC. d/b/a FIRST SECURITY SERVICES

Cal Horton, President


Approved as to Form:
Julie A. Sherman, General Counsel


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DATE: May 15, 2020


TO: Board of Directors
FROM: Angela Aitken, CFO

## SUBJECT: CONSIDERATION OF FORMAL RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART LOCAL 0023, FIXED ROUTE) AND SANTA CRUZ METRO

## I. RECOMMENDED ACTION

That the Board of Directors ratify a three-year Memorandum of
Understanding between the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART Local 0023, Fixed Route) and Santa Cruz METRO

## II. SUMMARY

- The previous Sheet Metal, Air, Rail and Transportation Workers (SMART) Fixed Route Memorandum of Understanding (MOU) expired June 30, 2019.
- SMART - Fixed Route and Santa Cruz Metropolitan Transit District (METRO) management negotiators held many meetings from May 2019 - August 2019 to negotiate new terms and agreements.
- SMART - Fixed Route and METRO reached a tentative agreement on a three-year MOU, which included yearly base wage increases and numerous other contract changes and clarifications.
- Staff recommends that the Board of Directors ratify the proposed MOU, which members of SMART - Fixed Route voted on and passed by a majority vote.


## III. DISCUSSION/BACKGROUND

The previous SMART - Fixed Route Memorandum of Understanding (MOU) expired June 30, 2019. Through the course of negotiations, SMART - Fixed Route and METRO management negotiators held many meetings from May 2019 - August 2019 to negotiate new terms and agreements. SMART - Fixed Route and METRO reached a tentative agreement on a three-year MOU, which included yearly base wage increases and numerous other contract changes and clarifications.

Staff recommends that the Board of Directors ratify the proposed MOU, which members of SMART - Fixed Route voted on and passed by a majority vote.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The ratification of the SMART - Fixed Route MOU gives us a financial road map forward with SMART - Fixed Route, ensuring that we will be able to deliver quality fixed route bus service to our community, and ensures that we will continue to attract, retain, and develop extraordinary employees for our fixed route bus service in Santa Cruz County.

These priorities align with the following Strategic Plan Priorities:

1. Financial Stability, Stewardship \& Accountability
2. Service Quality and Delivery
3. Employee Engagement: Attract, Retain and Develop

## V. FINANCIAL CONSIDERATIONS/IMPACT

The required funding for the SMART - Fixed Route MOU is included in the FY20 current fiscal year's Operating budget.

Funding for the remainder of the term of the MOU will be included in subsequent Rolling two-year Operating Budgets.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

- SMART- Fixed Route previous MOU expired June 30, 2019. Ratifying the new SMART- Fixed Route MOU assures continuity of fixed route service for our community.
- Do nothing is an alternative, but staff does not recommend continued fixed route service without a ratified MOU.


## VIII. ATTACHMENTS

Attachment A: SMART Fixed Route Local 0023 and Santa Cruz METRO Labor Agreement (MOU) - Aug 25, 2019 - June 30, 2022

Prepared by: Angela Aitken, Chief Financial Officer

Board of Directors
May 15, 2020
Page 3 of 3

## IX. APPROVALS

Approved as to fiscal impact:
Angela Aitken, CFO


Alex Clifford, CEO/General Manager


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# MEMORANDUM OF UNDERSTANDING 

BETWEEN

THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

## SMART LOCAL 0023

FIXED ROUTE
AND

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

August 25, 2019 - June 30, 2022

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## ARTICLE 1. RECOGNITION OF BARGAINING UNIT

### 1.01. Recognition Of Bargaining Unit

This Agreement is entered into by the employee organization of the bargaining unit, affiliated as Local 0023 of The International Association of Sheet Metal, Air, Rail and Transportation Workers ("SMART"), formerly known as United Transportation Union, hereinafter referred to as "the Union", and the Santa Cruz Metropolitan Transit District, hereinafter referred to as "METRO".

Pursuant to METRO rules, regulations, ordinances and resolutions, METRO has certified the Union as the exclusive recognized employee organization of the bargaining unit, consisting of all employees as identified in Article 9. METRO further recognizes the Union, pursuant to California State Utilities Code Section 98167, as the exclusive representative for the purpose of bargaining collectively with respect to wages, hours, working conditions and other conditions of employment for all Bus Operators of METRO within the bargaining unit defined in this Agreement.

The employee organization is affiliated as Local 0023 of The International Association of Sheet Metal, Air, Rail and Transportation Workers, formerly known as United Transportation Union. If the recognized employee organization elects at any time during the life of this Agreement to change its affiliation, the organization may exercise that option in accordance with applicable state law and METRO rules, regulations, ordinances and resolutions. Upon receipt of certified affiliation election results, the Board of Directors will meet and shall grant, within thirty (30) days, recognition to the new employee organization.

### 1.02. Employee Defined

A. The term "employee" wherever used herein, whether singular or plural, means and applies only to those employees of METRO included within this bargaining unit, and that this Agreement covers only these employees.
B. The term "Operator", wherever used herein in reference to employees covered by this Agreement, shall mean "employee" as defined in 1.02A above.
C. Words appearing in the female gender include the male gender and words appearing in the male gender shall include the female gender.

### 1.03. Non-Discrimination

METRO and the Union agree that no employee shall be discriminated against on account of Union membership, nonmembership, race, ancestry, religion, national origin, age, sex, sexual orientation, gender identification, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made. The Union agrees to work with METRO Management to provide reasonable accommodation to an employee as may be required under the Americans with Disabilities Act. This section of the Agreement shall not be construed to conflict with the employee qualification provisions appearing elsewhere in this Agreement.

### 1.04. Non-Discrimination in Promotion

No employee shall be discriminated against for promotional purposes on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual
orientation, gender identification, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made.

### 1.05. Union Membership

The Union recognizes that no employee is required to join the Union, but that every employee has the right to choose of their own free will whether or not the employee will or will not join the Union.

### 1.06. New Employees

It is expressly agreed that in the event that METRO shall engage exclusively or jointly in the providing of other types of transportation service in addition to those being provided, METRO shall recognize the Union as the bargaining agent for those classifications of METRO employees whose functions or duties are similar to those of a Bus Operator.

Employees covered by this Agreement shall have the right of first refusal for work that is determined to be similar to the duties and functions presently being performed by Bus Operators, provided that the employees meet the qualifications outlined in Article 9.02.

In the event that there is a dispute as to whether the duties being performed by these employees are or will be similar to the functions or duties presently being performed by Bus Operators, that dispute shall be resolved in accordance with Section 98162.5 of the Public Utilities Code, METRO rules, ordinances and applicable State laws and regulations and these METRO rules and ordinances, which shall remain unchanged while the dispute remains unresolved.

## ARTICLE 2. PURPOSE OF AGREEMENT

2.01. Purpose of Agreement

The obligation that rests with METRO to provide, and upon the employees of METRO to render, honest and efficient service, is recognized. A spirit of cooperation between the employees and METRO is essential to efficient operation, and both parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with METRO and the employees. In this spirit, METRO and the Union are entering into an Agreement, which will:
A. Provide for rules, wages, hours, working conditions, and other conditions of employment of employees represented by the Union.
B. Provide for fair treatment of employees.
C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
D. Provide for other arrangements as may be deemed advisable by the parties to this Agreement, in order to safeguard their respective interests and establish and maintain harmonious relationships.
E. The parties agree that this Agreement supersedes any past practices covered by this Agreement, but does not affect any other written agreement by the parties not addressed in this document. These prior written agreements between the parties executing this Agreement shall continue in full force for the period of the Agreement, except as otherwise agreed by the Parties in the Ground Rules during the negotiation process.

## ARTICLE 3. UNION SECURITY/DEDUCTIONS

3.01. Notification of Entering and Leaving

To the extent required by Government Code 3558, METRO shall forward to the Union, within five (5) days of the occurrence: a list of names of each person, job title, department, work location, home address, work, home, and personal cellular telephone numbers, and personal email address on file with METRO, covered by the Agreement entering or leaving its employ, and shall designate after each name the date employed or the date the employee left the service. METRO will provide that same list of information for all employees in the bargaining unit at least every one hundred twenty (120) days.
3.02. Notification of Inclusion in Bargaining Unit

METRO will notify each new bargaining unit member that their classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. If requested, METRO will provide the employee with a packet of information and a membership application form supplied by the Union. If an employee returns a signed membership application form to METRO, METRO will promptly transmit it to the Union.

### 3.03. Entering or Leaving Military Service

METRO shall also provide the Union, within five (5) days of the occurrence, the name of each employee covered by this Agreement who is leaving or reentering the service of METRO from military service and shall provide the dates thereof.
3.04. METRO to Inform and Refer Operators

METRO shall inform each new Operator of the existence of this Agreement. METRO shall furnish each new Operator with the name and address of the Union and refer the Operator to the Union where a copy of this Agreement may be obtained.

### 3.05. Union-Related Payroll Deductions

A. METRO will rely on a written certification from the Union requesting that the METRO deduct from employees' salaries or wages an amount equal to the Union's monthly dues, initiation fees, and general assessments authorized by the Union Bylaws, and for the payment of any other membership benefit program sponsored by the organization. The Union will certify that it has on file and will obtain and maintain signed employee authorizations for said wage deductions and will represent to METRO that each bargaining unit employee is affirmatively consenting to the deductions consistent with federal law. After providing the certification, the Union will not be required to provide a copy of individual authorizations to METRO unless a dispute arises about the existence or terms of the authorization. The Union will, each month, provide METRO with a list of changes in authorizations occurring that month. The Union will, each year, provide METRO with a list of all employees in the bargaining unit who have authorized deductions, and which deductions they have authorized.
B. Based on the written certification described above, METRO will deduct, monthly, the amount of Union regular and periodic dues and any deductions as
may be specified by the Union under the authority of an authorization card signed by the employee. Dues and other deductions for employees will only be made pursuant to the written certification from the Union. The monies shall be remitted to the Union.
C. A written statement of the names and amounts deducted will be forwarded promptly to the Union office, at the address specified by the Union.
D. METRO will provide the Union with a list of newly hired unit members.
E. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When an employee is in a non-pay status for an entire pay period, no deductions for Union dues or fees will be made to cover that pay period. If an employee is in a non-pay status for part of the pay period such that employee's wages are not sufficient to cover the full deduction, METRO will not deduct Union dues. All other required and authorized deductions have priority over the Union dues.

The Union agrees to keep an adequate itemized record of its financial transactions and to retain a copy of its most recent financial statement.
F. Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent deduction list furnished by the Union to METRO. Questions arising as to the correctness
of the amount shown on the deduction list will be handled directly with the Union by the employees.
G. In the event any portion of the California Government Code or federal law changes or is amended to address the transfer of monies between the Union and METRO, the parties will reopen this section of the collective bargaining agreement to meet and confer regarding the change in law.

### 3.06. Authorization for Deductions

METRO will direct employees requesting to commence, discontinue or change Union-related payroll deductions to the Union. METRO will rely on information provided by the Union regarding whether the authorization for the Union deductions was properly commenced, discontinued, or changed. After an employee has approached METRO representatives (either Human Resources and/or Payroll) two (2) or more times alleging that the employee's requests to discontinue or change Union-related payroll deductions have gone unheeded, METRO will determine for itself whether the employee has affirmatively consented to the deductions. METRO will communicate with the Union if an employee contacts METRO about discontinuing the payment of union dues or fees.

### 3.07. Hold Harmless

The Union agrees that it will indemnify, pay for the defense, and save harmless METRO from any and all liability related and costs, including attorneys' fees to entering into or complying with the terms of this Article.

## ARTICLE 4. UNION REPRESENTATION

4.01. Release Time for Union Representatives

The Union recognizes that the business of METRO is to provide service to the public, and agrees that requests for release time from duty for Union business under this Article will not unduly inhibit the business of METRO. Requests for release time must be submitted as early as possible, and not later than 11:00am of the day prior to the time requested. An employee granted release time from service as a Bus Operator to attend meetings identified within this Article shall not be disadvantaged with respect to the compensation they would have received had they worked.
A. Two (2) Officers or Committee members per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with METRO on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings such as, but not limited to MAC and Quality of Work Life. The Union Base Representative(s) and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at the Policy and Finance meetings and METRO Board of Directors meetings. The Union Base Representative(s) referred to in Article 4.02C, should they choose to attend such meetings, will be considered part of the two (2) representatives released per day.
B. Upon request by the Union, up to five (5) Union Representatives will be allowed release time without loss of compensation for other Union purposes. If necessary, the Chair of the Committee of Adjustment will be allowed release time upon request, not subject to the time lines prescribed in the previous paragraph.

METRO will bill the Union (called Bill Back) for each of these requests. The Union will reimburse METRO monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to PERS, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that Operators released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Workers' Compensation and other liabilities.
C. In order to address Union attendance at meetings, METRO agrees to compensate Operators designated by the Union for time spent in attendance at such meetings.

1. If the meetings occur outside of the designated Operator's regular working hours, METRO agrees to compensate the Operators designated by the Union their current wage rate for the time spent in attendance at the meetings.
2. If the meetings occur during the designated Operator's regular working hours then they shall be granted release time from duty to attend and participate in the meetings. The designated Operators that have been granted release time to attend a meeting shall not be disadvantaged with respect to the compensation that they would have received had they worked.

The intent of this agreement is to ensure the opportunity for the Union to provide

# information to committees that will assist them in reviewing issues and developing recommendations to METRO. 

D. For release time related to collective bargaining for new MOU(s), refer to Article 25.01(C).

### 4.02. Union Business on METRO Property

A. METRO shall recognize the duly elected and/or appointed representatives of the Union. These Union representatives shall be allowed to transact Union business on the premises of METRO, but at no time shall delay the scheduled work assignments of the employees. The Union representative will notify an authorized representative of METRO upon entering the METRO facility. METRO shall provide desk space to the Union at each Operations base and allow the Union to install its own telephone system. The Union shall be responsible for the installation, maintenance and billing charges for that system.
B. METRO shall schedule one (1) Union designated Base Representative per weekday per Operations Base at their regular rate of pay for Union representation at disciplinary hearings, grievance hearings, LaborManagement Committee meetings, and other matters within the scope of representation. When not engaged in these activities, the Base Representative shall be available for service as a Bus Operator.
C. The Union Base Representative shall work from 7:00am to $3: 00 \mathrm{pm}$. Any changes to these general hours shall be mutually agreed upon by the Union and METRO prior to each bid cycle. The Union Base Representatives shall be required to submit notice of
daily changes in scheduled sign-on time and sign-off time no later than 11:00am of the day prior to the time requested, indicating scheduled Union/METRO meetings. The Union shall designate one (1) representative for each Base, except for necessary replacements for extended absences.
D. Union Base Representatives shall be the last available point Operators when not attending meetings or conferences. The Union Base Representative shall not normally leave the Base on Union business except to attend joint Labor-Management meetings or to accompany the Operations safety representative on route or safety investigations or as authorized by the Manager of Operations.

## ARTICLE 5. RATES OF PAY

5.01. Payment on Minute Basis

The following rates of pay will be calculated on a minute basis and converted for payroll purposes to fractions of an hour. It is acknowledged that minutes are currently converted to the nearest hundredth of an hour on a daily or a weekly basis.

### 5.02. Operator Base Wage Rates of Pay

The following base wage rates shall be in effect as of June 27, 2019 (first day of the pay period that encompasses July 1, 2019) FY20:

An Increase of 2.8\% shall be effective June 27, 2019 (FY20) An Increase of $3.0 \%$ shall be effective June 25, 2020 (FY21) An Increase of 2.25\% shall be effective June 24, 2021 (FY22)

## These pay tables will be incorporated into Appendix A of this Agreement.

5.03. Base Wage Rates and Regular Rates

For the purpose of determining an Operator's wage rate as used in this Agreement, the following two terms or categories shall apply:
A. Base wage rate: The hourly rate identified by one of the steps in this Article.
B. Regular wage rate: The hourly rate actually paid to an Operator. This rate includes all premium pay provisions such as but not limited to: longevity pay, bilingual pay and any other FLSA required inclusion. When more than one premium is applicable, each premium shall separately be added to the Operator's base wage rate. The Operator's regular wage rate shall be used to compute overtime.
5.04. Longevity Bonus

- Effective June 21, 2012, and thereafter, METRO shall compensate employees with ten (10) years of continuous service with an additional $5 \%$ of the base salary.
- Effective December 20, 2012, and thereafter, METRO shall compensate employees with fifteen (15) years of continuous service with an additional $5 \%$ of the base salary.
- For all employees hired after August 24, 2019, METRO shall compensate employees with their first longevity increase at fifteen (15) years of continuous service with an additional $5 \%$ of the base salary.
- For all employees hired after August 24, 2019, METRO shall compensate employees with twenty (20) years of continuous service with an additional 5\% of the base salary.


## Calculation Method:

Step 1: Calculate 5 \% of the Base (Base Step x 0.05)
Step 2: Base Step + 5\% of the Base (as calculated in Step 1) to calculate L ( 10 Years)
Step 3: Base Step + $2 \times 5 \%$ of the Base (as calculated in Step 1) to calculate LL (15 Years)

Example:
Step 1: Base Rate $=\$ 30.52 ; 5 \%$ of the Base Rate $=\$ 30.52 \times$ 0.05 = \$1.53

Step 2: $\$ 30.52+\$ 1.53=\$ 32.05$ (9L)
Step 3: $\$ 30.52$ + $2 \times \$ 1.53=\$ 33.58$ (9LL)
5.05. Training and Probation

An Operator hired as a Bus Operator Trainee shall remain within the Bus Operator Trainee classification for a maximum of twelve (12) weeks. An Operator will not advance beyond the second pay step until the Operator has successfully completed probation. An Operator returning from leave who has not completed their probationary period shall not be paid at greater than the second pay step.
5.06. PERS
A. Classifications within the representation unit shall be enrolled in the Public Employees Retirement System (CaIPERS), the $2.5 \%$ @ 55 retirement plan, and the third level of the 1959 Survivors Benefits as allowed by CaIPERS, and all other optional benefits that have been
agreed to by METRO and the SMART Local 0023 Operators. Beginning January 1, 2013, classifications newly hired within the representation unit shall be enrolled in the Public Employees Retirement System (CaIPERS), the 2\% @62 retirement plan (PEPRA), and the third level of the 1959 Survivors Benefits as allowed by CaIPERS, and all other optional benefits that have been agreed to by METRO and the SMART Local 0023 Operators.
B. Effective the pay-period of June 26, 2008 an Operator shall have a payroll deduction for the entire portion of the employee's eight percent (8\%) CaIPERS contribution. All Operators hired under the provisions of PEPRA shall have a payroll deduction for the entire portion of the employee's six and twenty-five one hundredths percent (6.25\%)
CaIPERS contribution. METRO shall pay the entire Employer share and cost including any administrative fees. If the Employee and/or Employer's contribution rates are changed by CaIPERS, the Employee and Employer's percentages under this Agreement will change accordingly.

## ARTICLE 6. PROBATION

### 6.01. Length of Probation

The probationary period shall be a trial period during which METRO is to evaluate the ability, competency, fitness, and other qualifications of an Operator to do the work for which they are employed.

A new Operator completes training when the employee is fully qualified by METRO for operation in fixed route
revenue service. A new Operator will be on probation after becoming fully qualified for fixed route revenue service and will continue for one hundred twenty (120) calendar days. A new Operator will be considered to have completed training and advance to the next pay step when the Operator is certified by METRO for operation in revenue service without the direct supervision of a Trainer, Supervisor or Line Instructor.

If a probationary Operator's performance is unsatisfactory, the probationary period may be extended up to an additional thirty (30) days at the discretion of METRO. A probationary Operator will not receive a chargeable accident while operating a METRO vehicle under the guidance of a Supervisor or Line Instructor prior to being a fully qualified operator. A new probationary Operator may be disciplined or discharged during their training and probationary period without recourse to the grievance and arbitration process, with the exception of an administrative review in accordance with Article 6.04. The new probationary Operator and the Union shall receive written notification of disciplinary action or discharge.

### 6.02. Probationary Operators on Leave

It is understood that any paid or unpaid period of absence during the probationary period may result in an equivalent extension of the probationary period.
6.03. Benefits for Probationary Operators
A. An Operator on probationary status shall be entitled to receive the benefits provided by Article 10 and to accrue Annual Leave and Sick Leave, but shall not be entitled to take accrued Annual Leave until satisfactory completion of the probationary period, except for an Operator who has had previous continuous service with METRO in a different classification and is serving a new
probationary period. Accrual rates and accruals of benefits to be received shall be based on the original date of hire.
B. A Trainee or Probationary Operator shall be entitled to holidays in accordance with Article 12.

### 6.04. Probationary Operator Right to Administrative Review

Following receipt of written notification of disciplinary action, a probationary Operator shall have the right to request and receive administrative review of any suspension, demotion, or discharge taken during probation. Such review must be requested in writing within (5) working days of receipt of notification of disciplinary action or the right to review is waived. The request for review shall be made to the CEO/General Manager. The CEO/General Manager or their designated representative shall review the appeal and make a finding and decision in writing within five (5) working days of the appeal. The finding and decision of the CEO/General Manager or their designee shall be final.

## ARTICLE 7. SENIORITY RULES

### 7.01. METRO Seniority

METRO seniority shall commence upon the date of hire by METRO or its former contractor. METRO seniority shall accumulate during service for METRO or its former contractor, except for any leave, break or interruption of service exceeding twelve (12) continuous months. After the twelve (12) month period, METRO seniority shall be maintained but not accrued. An Operator who returns from any leave or combination of leaves for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for purposes of computing seniority.

METRO seniority defines longevity with METRO for the purposes of computing retirement benefits, longevity bonus, and annual leave.

### 7.02. Classification Seniority, Rank and Rights

Classification seniority shall accumulate during service in a classification for METRO or its former contractor, except as stated elsewhere in this Article.
A. For an employee starting paid service in the Operator's classification prior to November 2, 1980, classification seniority shall commence upon the first date of paid service in that classification with METRO or its former contractor. For an employee starting paid service in the Operator's classification after November 2 , 1980, classification seniority shall commence upon the date of hire by METRO for that classification.
B. All questions of classification seniority for newly hired Operators shall be determined by the Union. When two (2) or more Operators are hired on the same date, they shall draw numbers in a lottery to determine their positions on the seniority roster. The lottery shall be conducted by the Union. A METRO representative may be present at the drawing. The Union will inform METRO of its determinations of seniority ranking. METRO shall prepare a list of all Operators with their seniority ranking and submit the list to the Union once every three (3) months.
C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave, general leave and fixed holidays.

### 7.03. Updating and Posting of Seniority Roster

A. A seniority roster corrected to date of issue shall be given to the Union every three (3) months, twenty-three (23) days prior to the posting of the quarterly bid schedule as referenced in Article 30.04B. The roster shall include the Operator's rank by classification seniority, date starting paid service, date of hire, and accumulated days of Classification and METRO seniority.
B. The seniority roster will be posted by METRO and will be subject to protest for a period of fourteen (14) calendar days from the date of posting. Upon presentation of proof of error by an Operator or the Union within the fourteen (14) day period, the error will be corrected if the error is substantiated by the Union. If no protest is made by an Operator or the Union within the protest period, the roster will be considered correct and will not be subject to further protest, except for typographical errors. No change in the seniority rosters will thereafter be made, except by agreement between METRO and the Union.
C. No change in Operator seniority accrued and adjusted prior to July 1, 1994, shall be made to the roster after July 1, 1994.

### 7.04. Maintenance and Accrual of Classification Seniority

Maintenance and accrual of seniority while on layoff status is governed by the provisions of Article 11. Maintenance and accrual of seniority while on leave of absence or combination of leaves will be as follows:
A. An Operator shall maintain and accrue classification seniority for twenty-four (24) months. After twenty-four (24) months from date of absence, seniority shall be maintained but not accrued. An Operator who returns from any leave for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for the purposes of computing seniority.
B. Military Leave of Absence:

An Operator on Military Leave of Absence as defined in Article 14.07 shall not be disadvantaged in respect to seniority.
C. Intra-District Leave of Absence:

An Operator accepting employment in other classifications not covered by this Agreement, but within METRO, shall maintain and accrue classification seniority for a period of time limited to the probationary period in the new classification, contingent upon payment of Union dues or service fees, in accordance with Article 3.
D. Full-Time Operator Transferring to Part-Time: As of July 1, 1982, a full-time Operator transferring to part-time shall have full-time classification seniority protected for twenty-four (24) months when transferring to part-time provided the Operator has accrued seniority in the fulltime classification for twelve (12) months continuous service. After twenty-four (24) months from date of transfer, classification seniority shall be maintained but not accrued. A full-time Operator transferring to parttime shall have part-time seniority based on first date of continuous service in that classification.
E. Part-Time Seniority Maintenance and Accrual: A parttime Operator hired prior to July 1, 1982 will maintain their part-time classification seniority. An Operator who lost full- time seniority due to transferring to part-time status during the years 1978-1982, but who maintained continuous service with METRO as a Bus Operator, shall be allowed to bid for annual leave based on their date of hire as a Bus Operator.

After July 1, 1982, a part-time Operator transferring to fulltime shall maintain and accrue part-time classification seniority for twenty-four (24) months when transferring to full-time. After twenty-four (24) months from the date of transfer, classification seniority shall be maintained but not accrued.

## ARTICLE 8. WORK OUT OF CLASS AND PROMOTIONS

### 8.01. Probationary Period

The probationary period for work in a new non-Operator classification shall begin on the first date of service in that classification.

### 8.02. Work Out of Classification

A. The term "work out of classification" is defined as a management authorized assignment to a budgeted position on a temporary basis. Each of these assignments must be made and authorized in writing by management and shall consist of full shifts.
B. When working out of classification, the Operator shall be placed in the lowest pay step, which does not disadvantage the Operator. Pay for work out of classification shall be effective the first working day in the higher classification. Upon completion of one thousand forty $(1,040)$ regular hours worked in an "out
of classification" assignment, the Operator shall be placed on the next pay step.
C. All work out of classification assignments are temporary. Work out of classification to fill temporarily vacant Transit Supervisor permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The Operations Department shall determine qualifications for the assignment.

No Operator may work out of classification to fill a temporarily vacant permanent position for more than six (6) months. After serving in the temporary assignment for ninety (90) days, the Manager of Operations or their designee shall prepare a written personnel evaluation. If the evaluation is unsatisfactory, the Operator shall be removed from the temporary work out of classification assignment and the Operator's name shall be deleted from the eligibility list. Once an Operator has six (6) months in the out of class assignment that Operator shall be moved to the bottom of the list and the next qualified volunteer shall be assigned.

### 8.03. Promotion

METRO shall encourage the filling of vacancies by promotion of qualified employees as determined by METRO management. A minimally qualified employee means an employee who is determined by METRO to meet the employment standards of the active class specification. Once a year, METRO will post a sign-up sheet to determine interest in an informational seminar to discuss the skills and qualifications necessary for the Transit Supervisor position. A seminar will be provided if interest is shown. Participation in this seminar will not be paid.
A. If an Operator is promoted to the higher classification in which the Operator has worked out of classification, the Operator shall have all hours of work out of classification credited to the classification to which promoted for purposes of step advancement. The hours shall also be credited toward the probationary period in the new class up to a limit of three (3) months or one half ( $1 / 2$ ) of the probationary period, whichever is less.
B. All METRO employees promoted to the Bus Operator classification shall not be disadvantaged by a reduction in salary after successful completion of Fully Qualified status. The starting rate, once fully qualified, shall be the Operator wage rate closest to, but no less than, the Operator's previous base wage rate. The Operator shall remain at that wage rate of pay until their Bus Operator classification seniority makes them eligible for the next step increase.
C. If an Operator is not promoted, if requested, METRO management will provide that Operator with constructive feedback.
D. An employee may request reimbursement for tuition and material expenses incurred for a course or a training program based upon the needs of METRO. Attendance requests shall be submitted to the Department Manager in writing at least ten (10) working days prior to the beginning of the course. If course/training attendance is approved, the Department Manager will inform the employee of the allowable expenses prior to the beginning of the course/training class.

### 8.04. Examinations and Interviews

An Operator shall be granted time off from work for a reasonable period of time to participate as a candidate in examinations and interviews for promotional opportunities with METRO, provided the Operator requests the time off by 10:00am of the day prior to the day requested. An Operator may use annual leave accruals or agree to waive their guaranteed daily pay for time taken during a regularly scheduled work day when participating in examinations and/or interviews.

## ARTICLE 9. CLASSIFICATIONS

9.01. Definition

Classifications covered by this Agreement are:
A. Bus Operator for bus operation, full-time.
B. Bus Operator for bus operation, part-time. It is understood and agreed that if and when any new positions are established by METRO that come within the Operations group unit and which are not covered in this section, METRO shall meet with the Union to collectively bargain on wages, hours, working conditions and other terms of employment for these positions or classifications. It is understood and agreed that if and when any new non-administrative or nonmanagement positions are established by METRO, METRO will meet with the Union prior to establishing these positions or classifications.

### 9.02. Standard of Efficiency Established by METRO

In its hiring policy, METRO shall have the right to establish and require tests and standards of efficiency as it may deem necessary to satisfy itself of the competency and physical well being of the prospective employee for the desired position in
order to fully provide for the safety of operation of its equipment, subject to the provisions of this Agreement and the applicable Safety Regulations of the California Highway Patrol or any other safety regulations provided by California law.
9.03. Bus Operation

It is the business of METRO to provide public transportation and METRO needs to do so in the context of the federal and state laws. Having a stable work force is in the interest of the Union and METRO.

It is understood and agreed that only Operators covered by this Agreement will operate METRO equipment consisting of buses, rail vehicles, or vans in fixed route revenue service, except where Federal or State laws, or regulations as published in the Federal Register, or court orders specifically mandate otherwise.

The exceptions to this provision shall be those provided for in Article 9.03 of the Labor Agreement, or in the case of a state or federally declared emergency requiring the use of METRO services and there are no Operators available to respond to the emergency. In the case of this exception no Supervisors shall drive if there are sufficient Operators available to respond to the emergency.

In the case of a state or federally declared emergency, a Supervisor may be permitted to drive a bus only after permission is obtained by the following process:

1. The Chair of the Committee of Adjustment (C of A) must be notified and briefed on the situation. If they cannot be reached, the Senior Vice-Chair should be contacted. If both are unavailable, then any available Committee of Adjustment officer must be notified.
2. Upon notification by METRO, the Chair or designee will call the other C of A officers and seek approval as soon as possible.
3. The C of A Chair or designee will expeditiously contact METRO with a decision. The Chair or designee will confirm or deny authorization for the Supervisor to drive.

No METRO Bus Operator shall have the Operator's employment terminated or the Operator's regular hours of service reduced or conditions of employment adversely affected by METRO as a result of its contracting with common carriers, privatizing or competitive bidding for Operator labor of METRO equipment in fixed route service or subscription service.

If new technologies, such as automated vehicles and micro-transit vehicles, operating as part of METRO's service is considered for implementation, METRO agrees to meet and bargain with SMART over that implementation and the effect of that implementation.

All revenue equipment of any type operated by METRO shall be staffed by Operators covered by this Agreement, except that mechanics or supervisory personnel of METRO may make exchanges of revenue equipment if no Extra Board Operator is available to make the exchange. METRO acknowledges that bus exchanges are a part of an Extra Board Operator's usual work and exceptions to this practice shall be for unusual and exceptional circumstances.

The provisions of this section shall not prohibit mechanics, vehicle service workers, or supervisory personnel from operating revenue equipment not in revenue service in cases of emergency or on test trips or for the purpose of training, repairing, servicing, fueling, or washing when these trips do not involve transferring

## Attachment A

equipment between garages, Transit Centers, or Operations Bases. In cases of emergency, or where an Operator is not readily available at operations Bases, mechanics or supervisory personnel may transfer revenue equipment between garages, Transit Centers, and Operations Bases. In the event Federal or State laws, regulations as published in the Federal Register, or court orders mandate that METRO submit for competitive bid, or for privatizing, or common carrier contracting of fixed route service, METRO shall submit a bid for any and all services which are identified by Federal or State laws, regulations as published in the Federal Register, or court orders as requiring competitive bidding, privatizing or common carrier contracting for Operator labor of METRO equipment. METRO shall meet with the Union to formulate plans to meet the requirements of a successful competitive bid. The Union and METRO shall bargain on Operator rates of pay and benefits for an Operator hired for new service for each new bid in an attempt to meet the requirements of a successful bid.

Taxi-type service, Para-transit type service and subscription service shall specifically be excluded from the provision of this section requiring that METRO may only submit this service for competitive bid, privatizing or contracting out when mandated by Federal or State laws, regulations as published in the Federal Register, or court orders; and therefore METRO may contract these services without the Federal or State mandate. However, if METRO does wish to contract subscription service, METRO shall submit a bid for any and all services. METRO will meet with the Union to formulate plans to meet the requirements of a successful bid. The Union and METRO will bargain on Operator rates of pay and benefits for an Operator hired for new service for each new bid in an attempt to meet the requirements of a successful bid.

Nothing in this section shall require METRO to offer to purchase or to purchase an existing transportation system.

METRO taxi-type equipment or Para-transit equipment operated by contractors shall not be used in fixed route service. The use of METRO equipment operated by a common carrier under contract to METRO shall not result in the replacement of fixed route service of METRO with dial-a-ride or demand response service for the general public.

The term taxi service and Para-transit shall apply to service to the disabled in accordance with the provisions of the American Disabilities Act.

Subscription service is defined as transportation services on a recurring basis provided by contract with employers for employee commute purposes.

The term common carrier contracting is defined as METRO participation in providing transportation services performed by a private common carrier under contract.

## ARTICLE 10. HEALTH AND WELFARE BENEFITS

### 10.01. Medical Insurance

A. An Operator/PERS Retired Operator (and their eligible Dependents) is eligible for PERS Medical coverage in accordance with CaIPERS requirements with monthly premiums paid by METRO. METRO shall provide coverage under the CaIPERS medical programs for an employee, retiree and eligible dependents.
B. Beginning with the premium contribution for the month following July 1, 2008, METRO agrees to pay ninetyfive percent ( $95 \%$ ) of the CaIPERS HMO level monthly medical insurance premium rate under the CaIPERS medical program for an Operator/Retiree, Operator/Retiree and one (1) dependent, and Operator/Retiree and family.


#### Abstract

Effective January 1, 2021 - METRO agrees to pay $95 \%$ of any monthly medical insurance premium under the CaIPERS medical program chosen by the employee.


METRO shall pay any administrative fees and contingency reserve fund assessments.

METRO will continue to offer the H -Care and Flexible Spending Account program if available through the County.

In the event that an HMO is no longer available through CaIPERS in Santa Cruz County during the term of this Labor Agreement the parties agree to reopen Article 10.01 in order to explore alternatives to CaIPERS HMO Medical coverage, however no changes will be made without mutual agreement.
C. SMART and METRO agree that the amount METRO pays toward medical premiums for any SMART represented individual retiring beginning the date of July 1, 2005 will be the amount that METRO paid toward the represented individual's medical premiums at the time of their retirement, or the amount that METRO is paying for the active employees represented by SMART, whichever is the greater amount. Qualifying SMART represented individuals who retired prior to July 1, 2005 shall continue to receive supplemental premium payments in accordance with METRO's Retiree Supplemental Premium Participation Plan adopted August $25^{\text {th }}, 2006$.
D. Alternate to a Medical Plan:

An Operator who declines METRO medical coverage shall have an option to select an alternate medical insurance should a PERS approved plan become available.
E. An Operator may not enroll as a dependent of another METRO employee (includes an employee not represented by this Union) who is covered by a METRO medical plan.
F. As of January 1, 2020-An employee who declines participation in METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid one thousand dollars $(\$ 1,000)$ for each full three (3) calendar month period (paid quarterly) beginning January 1 while in active service and in which METRO paid coverage would have been provided had METRO's medical program been elected. An employee selecting this option may enroll in METRO's medical insurance program during the open enrollment period.

### 10.02. Life and Accidental Death \& Dismemberment Insurance

METRO shall provide term life insurance in the amount of $\$ 25,000$ and accidental death \& dismemberment insurance in the amount of $\$ 50,000$ for twenty-four (24) hour coverage. Supplemental coverages will be made available and the cost shall be paid by the Operator. Plan coverages shall be reduced by fifty percent (50\%) upon attaining age 70.

### 10.03. Industrial Injury

A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by METRO.
B. The Operator may apply accumulated Annual Leave and Sick Leave in order to supplement Workers' Compensation benefits. Total compensation shall be equivalent to eight (8) hours pay per day at the

Operator's base wage rate and prorated for a Part-Time Operator.
C. In cases where an Operator is injured as a result of a serious vehicular accident or an assault or battery while engaged in the performance of duties and is hospitalized, METRO shall supplement Workers' Compensation payments so that the Operator receives their regular work assignment pay for the remainder of the bid. Should said hospitalization continue beyond the current bid, the Operator will receive eight (8) hours pay per day, forty (40) hours per week if full-time, and twenty (20) hours per week if part-time, at the Operator's base wage rate for the period of time that the Operator is continuously hospitalized up to a maximum period of three (3) months.
D. An Operator may be required to visit METRO doctors for examination and treatment of industrial injuries within the first thirty (30) days following report of the injury, except that an Operator who has previously filed with METRO the name of a qualified medical physician for this purpose may be examined and treated by that physician for the period the Operator was unable to work because of the injury.
E. An Operator who has been injured on the job and who has returned to work and who is required to take mandatory medical examinations for their industrial injury shall be paid time lost up to a maximum of eight (8) hours. The following medical appoints shall be considered mandatory, in order to maintain the employee's Workers' Compensation eligibility and paid lost time up to a maximum of eight (8) hours: AME or QME appointments, Workers' Compensation physicianordered diagnostic appointments to include: MRIs, CAT
scans, X-rays, specialists, other diagnostic appointments and Workers' Compensation Physician evaluation appointments. An Operator who has been injured on the job and who has returned to work and who is required to take medical treatment for their industrial injury shall be paid sixty (60) minutes at the Operator's base wage rate for each required medical appointment if completed during non-scheduled work hours. To qualify for payment, the Operator must submit a verification of medical visit signed by their doctor or medical practitioner on the Operator's next working day after each and every medical appointment.
F. Further compensation for industrial injury is covered under Article 34.

### 10.04. Medical Arbitration

If there is a disagreement over the physical ability of an Operator to resume service as an Operator after a medical or industrial injury leave, METRO may require the Operator to be examined by a physician of METRO's choice. If it is the decision of both the employee's and METRO's physicians that the Operator is physically able to return to work, a return date will be assigned within five (5) days of the decision.

If there is a difference of opinion between the two physicians, a third physician will be selected to adjudicate the disagreement, with the majority decision prevailing. The arbitrating physician shall be selected jointly by METRO and the Union from a list of five (5) physicians furnished by the County Medical or Chiropractic Societies. METRO and the Union shall alternately eliminate names from the list, with the first choice to be determined by lot. The remaining name shall be the arbitrating physician. The costs incidental to obtaining and arriving at a
decision from the third physician shall be shared equally by METRO and the Union.

### 10.05. Dental Insurance

An Operator and their eligible dependents shall be entitled to dental insurance coverage with monthly premiums paid by METRO

The plan will provide for the following coverage: $100 \%$ preventive services, $85 \%$ basic services, and $60 \%$ major services to a yearly maximum benefit amount of $\$ 1,700$. For a dependent under the age of 19, 60\% orthodontics to a \$3,000 lifetime maximum after a $\$ 50$ deductible.

### 10.06. Vision Insurance

An Operator and their dependents shall be covered by an insurance policy with the premiums to be paid by METRO to include:
A. Annual vision exam, lenses and frames with a fivedollar (\$5) deductible.
B. In a year in which an Operator or dependent does not obtain lenses and frames as provided above, the Operator may have applied up to $\$ 350$ toward contact lenses, after a fifty dollar (\$50) deductible.

### 10.07. Retirement Insurance

To qualify for retirement life, dental, and vision insurance benefits an Operator must accumulate ten (10) years METRO seniority, attain the age of 50 years or more and retire under the provisions of PERS while an employee of METRO. METRO dental, life, and vision plan coverage shall be provided by METRO until the retired Operator reaches age sixty-five (65).

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### 10.08. Survivors' Health Benefits

Upon the death of a covered Operator who has dependents (including a domestic partner) enrolled under the medical, dental and vision plans, the dependents shall continue to receive the same level of METRO paid insurance coverage for the twelve month period immediately following the death, provided the continuation of benefits (COBRA) forms have been completed.

### 10.09. State Disability Insurance

METRO shall provide for State Disability Insurance for each member of the representation unit at the expense of METRO.

### 10.10. Deferred Compensation Plan

METRO shall make available a deferred compensation plan. An Operator may choose a deferred compensation plan of their choice consistent with deferred compensation regulations.

### 10.11. Long Term Disability Insurance

METRO shall provide a Long Term Disability Insurance plan at no cost to an Operator to be offset by Governmental disability plans or METRO disability plans. The plan shall provide for monthly replacements of $60 \%$ of actual monthly earnings, up to $\$ 3,000$ per month, and shall commence benefits after one hundred eighty (180) days of disability.

### 10.12. Effective Date of Benefits

A. All insurance policies shall be prepaid. Contributions toward the Operator's share, if applicable, shall be by payroll deduction.
B. Operator medical, dental and vision insurance benefits will be effective for each full calendar months and will become effective on the first day of the following
calendar month following the date of hire, provided all required enrollment and supporting documents have been satisfactorily completed by the Operator and returned to METRO. Benefits will end on the last day of the calendar month of employment separation except as otherwise provided in this Agreement.

### 10.13. Operator Benefits

A. METRO shall obtain policies or provide coverage, which it is required to provide in this Article, which are applicable to all eligible members of the representation unit covered by this Agreement.
B. An Operator may choose to cover their registered domestic partner as a dependent under the medical, dental, and vision portion of the benefit program by submitting proof of the Declaration of Domestic Partnership filed with the California Secretary of State. An Operator may add a registered domestic partner in the medical, dental, and vision insurance program twelve (12) months following deletion of a former registered domestic partner.

### 10.14. Operators on Leave

An Operator on unpaid General Leave of Absence and Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums after the Operator has been on leave for more than one (1) calendar month in order to continue METRO insurance benefits. If a payment plan has not been agreed to before a Leave commences, METRO will deduct premium payments from Operator's paychecks based on a schedule agreed to by METRO and an Operator upon their return.

### 10.15. Reference to Plans

METRO agrees that any changes in coverage under its employee insurance benefit plans shall be subject to negotiations with the Union during the term of this Agreement. METRO further agrees that there shall be no decrease in scope or coverage provided by the plans unless mutually agreed upon.

### 10.16. Amount of Contributions

The amount of monthly Operator contributions, if required while on leave, shall be the amounts set by the insurance carrier's contract with METRO.

### 10.17. Eligibility Notification

An Operator shall reimburse METRO for all costs incurred by an ineligible dependent/spouse. It is the responsibility of an Operator to notify METRO's benefits representative in the Human Resources Department upon any enrolled dependent/spouse becoming ineligible or to timely apply to enroll an eligible dependent/spouse.

### 10.18. Operator Premium Payment Contribution

Operators on unpaid leaves not covered in Article 10.14 are required to pay for their portion of the medical premium. If an Operator has not paid their portion of the medical premium while on leave, METRO will deduct the Operator's premium payment from the Operator's paycheck, based on a schedule agreed to by METRO and the Operator upon their return.

## ARTICLE 11. REDUCTION IN FORCES

### 11.01. Reduction in Forces

A. In the event that METRO anticipates a need for a reduction in forces, METRO shall notify the Union five
(5) weeks in advance of the proposed layoff so that the parties may discuss the situation of METRO and develop procedures for implementation of reduction in forces if necessary. The Union and METRO shall complete their discussions within two (2) weeks of original notification.

An Operator shall be mailed the layoff notice by certified mail at least twenty-one, (21) calendar days prior to the date of layoff. The date of notification shall be the date of delivery on the certified letter receipt or the date the Postal Service first attempted but failed to deliver the letter. An Operator not given at least twentyone, (21) days notice of layoff shall be given a day's pay for each day less than twenty-one (21) days up to a maximum of fifteen (15) days pay.
B. Procedures for reduction in forces shall include, in order of preference:

1. Call for volunteers, in order of classification seniority, for layoff, to be considered involuntary.
2. Involuntary layoff in inverse order of original date of hire as a Bus Operator regardless of breaks in service. In the event of a tie, the original position in the seniority lottery will be used. An involuntarily laid off Operator shall be given a severance payment of forty, (40) hours at the base wage rate.

### 11.02. Laid-Off Operator Benefits

A. An Operator on layoff as a result of a reduction in forces shall have their medical, dental, and vision insurance premiums continued, at no additional cost to the Operator, for a period of ninety (90) calendar days from date of layoff.
B. A laid off Operator shall be paid at the base wage rate for all of their unused Sick Leave in excess of sixty (60) hours and all Annual Leave. This benefit will be paid within two (2) weeks of separation. Unpaid Sick Leave hours of sixty (60) hours or less shall be retained by METRO up to three (3) years should the Operator be reinstated. An Operator having their name placed in the top five (5) places of the call back list shall have the option of having their Annual Leave retained by METRO for up to one (1) year from the date of layoff in lieu of being paid when laid off.
C. An Operator involuntarily laid off shall be granted up to eight (8) hours release time with pay at the Operator's base wage rate from work for the purpose of transitioning to other employment which may include resume writing, methods of job searching, interviewing, coping with stress or unemployment insurance benefits.
D. All METRO job announcement flyers shall be posted on the METRO website. METRO shall provide the Union electronic notification of the creation of new job announcements.

### 11.03. Call Back

A. Any Operator who is laid off as a result of a reduction in forces or who volunteers for layoff (11.01B) shall have their name placed on the call back list provided the Operator maintains good standing with the Union. METRO shall maintain the Call Back List, with Operators ranked by order of full-time classification seniority and then by part-time classification seniority. The names remaining on the call back list shall expire within three (3) years. An Operator on the call back list shall maintain and accrue classification seniority.

For purposes of call back, an Operator shall first be called back by order of full-time classification seniority and then by part-time classification seniority, which shall also include an Operator on the Furlough list having a current request to return letter on file. Operators having been placed on furlough status due to the expiration of an industrial injury leave after eighteen (18) months off work shall be called back first after notification to METRO that they have been medically released to return to work. An Operator with full-time classification seniority will have the right of first refusal for any vacancies in full-time or part-time classifications. An Operator may decline to accept the first or subsequent offers of reemployment with METRO, so long as there is an Operator with less classification seniority remaining on the call back list. Failure to accept an offer of reemployment when least senior on the call back list shall cause the name of the Operator to be dropped from the call back list.

Notification of the opportunity to return to active employment with METRO shall be by certified mail, return receipt requested, to the last known address.

To be eligible for reinstatement, a laid off Operator must keep METRO informed of their current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing notices by certified mail, return receipt requested, to the most recent address supplied by the laid off Operator.

> A laid off Operator must notify METRO of intent to return no later than seven (7) days from the delivery date, as indicated on the certified mail receipt, of METRO's reinstatement offer. Failure on the part of the Operator to respond in person or by certified mail,
return receipt requested, within seven (7) days shall cause the name of the Operator to be dropped from the call back list. An Operator accepting reinstatement must report to work within fourteen (14) days after notifying METRO of intent to return.
B. METRO shall provide the Union with a list of former Operators who are on the call back list and indicate which persons have been contacted to return to work and whether they accepted or passed back the offer of work or failed to respond within seven (7) days.

### 11.04. Call Back Procedures Meeting

METRO and the Union agree to meet and discuss call back procedures, which may include the following:
A. Return to work programs for laid off Operators.
B. Service and staffing needs of METRO.

### 11.05. Furlough

An Operator who desires to leave their position retains the opportunity to return to employment as METRO personnel needs allow.
A. An Operator who wishes to take advantage of furlough shall give written notice to METRO and the Union not more than seventy-five (75) nor less than twenty-two (22) calendar days before the date the desired furlough is to take effect. METRO will notify the Operator of the status of their request no later than fifteen (15) calendar days after the application is received. If the needs of METRO dictate, METRO may delay the date of release of furlough by a period not to exceed seventy-five (75) calendar days from the date of submission of request for the furlough. Once the
furlough request is submitted to METRO, the Operator may not withdraw the request. Upon separation from METRO, access to the Operator's PERS contribution, will be regulated by State Law.
B. The granting of an indefinite furlough shall not exempt an Operator from discipline or discharge.
C. The duration of the furlough will be at least six (6) months, but may continue for an indefinite period. METRO will consider return to work requests within the initial six (6) months if unusual circumstances exist. An Operator who wishes to resume service must mail a letter of intent to return by certified mail to METRO's Human Resources Department. The letter will include the date on which the Operator will first be available for reemployment and an address and phone number where the Operator may be reached. The date an Operator provides as first becoming available for service shall not be more than twenty-four (24) months from the date the Operator began the furlough. An Operator failing to present the letter of intent to METRO and the Union within this twenty-four (24) month period shall be considered to have resigned effective the date the furlough began. An exception to this twenty-four (24) month deadline will be made in the case of an Operator on furlough status due to an Industrial Injury, for which the time limit shall be sixty (60) months.
D. An Operator having submitted a letter of intent to return shall be first recalled to service before any new hires, subject to the needs of service of METRO. Once an Operator has given the letter of intent to return to service, the Operator must accept the first offer of return or the Operator will be considered to have

## Attachment A

resigned. METRO shall notify the Operator by certified mail with a copy to the Union.

If the Operator is unavailable to return to work on the date specified in METRO's notice of recall, the Operator must notify METRO within five (5) calendar days of the date the recall notice was received, whereupon METRO may arrange with the Operator a return date that is within seven (7) calendar days of the originally specified return date. METRO shall honor the letters of intent to return in the order of the dates requested for return.

## ARTICLE 12. HOLIDAYS

12.01. Holidays Listed
A. The following days shall be considered as holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
B. In the event that one of the holidays falls on a Saturday or Sunday METRO will have the option of observing the holidays on Friday or Monday.
C. In addition to the above, the Operator's birthday will be recognized as a holiday. For an Operator's birthday falling on February 29th, the twenty-eighth (28th) day of February will be observed as the Operator's birthday in years other than leap years.

### 12.02. Holiday Pay

A. Holiday pay shall be equal to eight (8) hours pay at the Operator's base wage rate. Each Operator shall be paid eight (8) hours at the Operator's base wage rate for the legal holidays listed in Article 12.01. The eight (8) hour pay shall not be paid if the Operator was scheduled to work and did not work, unless there was a waive eight, as described in 12.02 D , below.
B. An Operator who performs actual work on the holidays listed in Article 12.01A, shall be paid at one and one half ( $1 \frac{1}{2}$ ) times the Operator's regular wage rate. The Operator is guaranteed a minimum equal to twelve (12) hours at the Operator's regular wage rate. However, in the event METRO requires an Operator to perform service on Thanksgiving, Christmas or New Year's Day the Operator shall receive twelve (12) hours holiday pay in addition to one and one half times (1 $1 / 2$ ) the Operator's regular wage rate for all time worked.
C. Any Operator working on the legal holidays in Article 12.01 A , who is relieved before completion of the day at the Operator's own request, or who is absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one half ( $11 / 2$ ) times the Operator's regular wage rate for the service performed in addition to the Operator's holiday pay.
D. An Operator on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on the Operator's regularly scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay.

An exception to qualifying for holiday pay shall be payment for time lost for a traumatic injury as defined in Article 34.02B. An Operator who is granted unpaid time off for any part of the Operator's shift (known as a "waive eight"), including on the day before, the day of, or the day after a holiday, will qualify for holiday pay, so long as the Operator would otherwise qualify.

### 12.03. Birthday Holiday

Birthday holidays shall be considered scheduled days off for all purposes, except that an Operator requesting to work the Operator's assignment for that day shall be paid the Operator's regular wage rate for working that day. An Operator requesting to work their assignment may elect to have eight (8) hours added to the Operator's Annual Leave balance or be paid their eight (8) hour holiday pay. An Operator must make the request in writing by 10:00am on the day prior to the day requested.

### 12.04. Holiday Conversions

A. If a holiday specified in this Agreement falls within an Operator's Annual Leave period, or falls on any other of the Operator's non-work days, the Operator shall be compensated for the holiday by one of the following methods:

1. Eight (8) hours at the Operator's base wage rate (holiday pay)
2. Eight (8) hours added to the Operator's Annual Leave accruals
B. An Operator may choose to convert any holiday specified in Article 12.01A to eight (8) hours Annual Leave with the exception of New Year's Day,

Thanksgiving Day and Christmas Day; an Operator may convert the holiday pay for these holidays to twelve (12) hours Annual Leave.
C. If an Operator works on a holiday which falls on the Operator's regularly scheduled workday, the Operator will be credited for time worked for the purpose of accruing annual leave.
D. An Operator must make the request to convert a holiday to Annual Leave in writing by 10:00am the day prior to the holiday.

### 12.05. Service Reduction on Holidays

In the event that METRO reduces service levels on holidays, the Union and METRO shall collectively bargain in good faith on appropriate procedures for holiday sign-up and work. The number of Operators granted time off on a holiday listed in this Article shall be equal to the difference between the total number of assignments for that weekday during that bid and a number no less than the number of Sunday assignments during that bid.

### 12.06. No Pyramiding

This rule is not to be construed as requiring overtime pay on overtime pay.

## ARTICLE 13. ANNUAL LEAVE

### 13.01. Accruals

("A" effective through June 30, 2006)
A. Classifications within the representation unit shall accrue Annual Leave while in paid status and in accordance with the following rate based on METRO
seniority (except as otherwise stated in this Labor Agreement):
("B" effective July 1, 2006)
B. Classifications within the representation unit are guaranteed forty (40) hours of work per week (unless waived) and shall accrue Annual Leave based on the forty (40) hours per week as long as the employee is in paid status for at least forty (40) hours for the week. In no case shall an employee accrue annual leave for work in excess of forty (40) hours per week.
C. Such accruals shall be in accordance with the following rate based on METRO seniority (except as otherwise stated in this Labor Agreement):

| METRO <br> Seniority | Hourly <br> Accrual Rate | Approximate <br> days per year |
| :--- | :---: | :---: |
| Through 4 years | 0.0480 | 12.5 |
| 5 through 9 | 0.0788 | 20.5 |
| 10 through 13 | 0.0980 | 25.5 |
| 14 through 16 | 0.1096 | 28.5 |
| 17 and over | 0.1173 | 30.5 |

D. An Operator may not carry over more than two times (2x) their Annual Leave accrual amount at the end of the fiscal/payroll year. Any Annual Leave accrued in excess shall be paid in cash.
E. Unused Annual Leave accumulated beyond eighty (80) hours may be paid in cash at the Operator's base wage rate up to 200 hours annually upon written request at least fourteen (14) days in advance of the payroll date provided the Operator has taken at least five (5) annual leave days during the previous twelve (12) months.

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Payment shall be made in the last pay period of February, May, August, and November of each year.
F. An Operator separating from employment with METRO shall be paid for unused Annual Leave at the Operator's base wage rate.
G. Annual Leave compensation:

1. A full-time Operator will be compensated eight (8) hours per day, at the Operator's base wage rate, for each day taken on Annual Leave.
2. A part-time Operator will be compensated for the time they would have worked that day, at their base wage rate, but compensation will not exceed eight (8) hours per day for each day taken on Annual Leave.

### 13.02. Scheduling of Annual Leave

Annual Leave shall be taken at times approved by METRO for vacation or other personal reasons. METRO shall establish a schedule, which permits each Operator to take a minimum of all earned Annual Leave for the calendar year. The right of preference for dates on the Annual Leave schedule shall be governed by classification seniority, except as provided in Article 7.04E.
A. The Annual Leave Bid Sheet containing designated Annual Leave spaces shall be as follows:

| Summer Bid (WD) | 16 |
| :--- | :--- |
| Summer Bid (WE) | 14 |
| End of Summer | 13 |
| Rest of Year (WD) | 11 |
| Rest of Year (WE) | 10 |

During periods when regularly scheduled school service drops from the schedule, METRO and the Union will meet to determine the number of spaces to be added to the annual leave calendar for every full assignment dropped.
B. Bidding for Annual Leave will be done by proxy every three (3) months, in conjunction with the quarterly bid sign-up, on the same day that an Operator bids for their work assignment. Each Operator will deposit their Annual Leave proxy with a bidding representative prior to $5: 00 \mathrm{pm}$ on the Operator's appointed day.

Posting of Annual Leave during bidding shall be in order of seniority, beginning with the most senior Operator. Operators' choices will be posted to the Annual Leave Calendar at the beginning of the day following the day they are received. An updated Annual Leave Calendar will be made available at each Operations Base as soon as possible following the posting of the previous day's selections. The Annual Leave calendar shall indicate spaces guaranteed and spaces remaining open beginning with the first day of the bid cycle and extending through the following four (4) quarterly bid cycles.
C. The Annual Leave Calendar for the following quarterly work period will remain open to all Operators on a firstcome, first-served basis, regardless of an Operator's classification seniority. All requests must be submitted by the Operator by 10:00am two (2) days in advance. Signing on Annual Leave for days that are left open on a first-come, first-served basis shall be handled as follows:

An Operator shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that the Operator wishes. This form shall be turned in at the Base Dispatch desk and a copy returned to the Operator making the request. The Scheduling Department shall respond in writing to the Operator by 12:00 noon of the second regular work day (Saturdays, Sundays, holidays excluded) following the date the request was submitted.

No later than each Tuesday, METRO shall make available at each Base an updated copy of the Annual Leave Calendar. The calendar shall indicate the spaces guaranteed and open spaces remaining from the current date through the end of the period available for sign up at the most recent quarterly bid sign-up.

### 13.03. Cancellation of Annual Leave

A. An Operator will not be required to take Annual Leave on the dates for which the Operator has signed up, but those dates will be set aside (guaranteed) for their time off. An Operator whose work has been posted for holddown who then decides not to utilize their guaranteed time off must notify the Scheduling Department at least thirteen (13) days prior to the date the Operator's Annual Leave begins. All other Operators must give two (2) days' notice. Failure to do so will result in the Operator being required to take their Annual Leave as scheduled.
B. Any changes requested by an Operator to the Annual Leave Calendar will be submitted in writing on the appropriate form and shall be effected by the Scheduling Department.
C. An Operator who wishes to cancel Annual Leave that has been assigned as a hold-down may do so subject to the following conditions:

1. The Operator must submit a written request to the Scheduling Department;
2. The Operator will work the Extra Board for the time canceled and shall not be eligible for holddowns during that period;
3. The Operator will maintain their regular days off;
4. The Operator may exercise their seniority for order of assignment as outlined in Article 31.05A.
D. An Operator who is not qualified to bid or who loses their bid under the provisions of Article 30.04E shall have all their previously signed up annual leave days canceled for that bid period. This shall in no way impair the ability of Operators unable to bid because of medical reasons from requesting supplemental pay from their annual leave balances.

### 13.04. Annual Leave Waiting Lists

A permanent waiting list will be maintained for all time available for bidding (one (1) year) with the Annual Leave Calendar. The waiting list will be established prior to the bidding time for the first Operator, and will become part of the Annual Leave Calendar for that quarterly bid. The waiting list will consist of at least twenty (20) spaces. If an Operator wishes to take a particular day off and no open spaces remain for that day on the Annual Leave Calendar, the Operator's name shall be entered on the waiting list.

Sign-up on the waiting list will be handled in the same manner as sign up for guaranteed spaces on the Annual Leave Calendar, that is, in order of seniority during the quarterly sign-up and first-come, first-served after the quarterly sign-up is completed. In the event that spaces become available on the

Annual Leave Calendar, Operators whose names are on the waiting list will be contacted in the order that their names appear to confirm their Annual Leave sign-up for that day.

### 13.05. Annual Leave Planning and Qualifications

Planning of Annual Leave must be in accordance with the following and will be used as a guideline for priority:

The Operator must have adequate accrued Annual Leave to be eligible for that leave. This shall include all Annual Leave time accrued through the end of that Annual Leave. Advance Sick Leave conversion and/or holiday conversion cannot be utilized until actually earned and credited to the Operator's Annual Leave balance.

METRO shall be responsible for keeping accurate records for qualification for Annual Leave. An Operator with insufficient accruals of Annual Leave time will be contacted by the Scheduling Department prior to the thirteen (13) or two (2) day cancellation deadline and given the opportunity to cancel the time they are not qualified to take on a day-by-day basis. An Operator who does not cancel their Annual Leave will have any necessary adjustments to signed-on Annual Leave time made by the Scheduling Department.

### 13.06. lllness During Annual Leave

If an Operator becomes seriously ill and is incapacitated while on Annual Leave and the illness can be supported by a written statement from a physician, the Operator shall have the period of illness charged against Sick Leave and not Annual Leave upon written request.

### 13.07. Advance Pay on Annual Leave

An Operator may be paid for their scheduled Annual Leave in the last paycheck received prior to taking the Annual Leave days, provided the Operator makes a written request before the closing of the payroll for that paycheck.

## ARTICLE 14. LEAVES OF ABSENCE

### 14.01. General Leaves of Absence

A. Eligibility for General Leaves:

An Operator becomes eligible to take General Leave when the Operator has been employed by METRO for a minimum of twenty-four (24) months. The leave may be without pay. An Operator is not eligible to commence a General Leave of Absence unless the Operator has been actively working for at least three (3) months immediately prior to the beginning of the leave.
B. Application for General Leaves:

In the first week of November, METRO shall receive and consider applications for General Leaves of Absence. The applications shall be considered for whole calendar months beginning at the start of the next application cycle up to twentyfour (24) months in advance of the consideration date. At each annual review of applications on hand, classification seniority shall be the basis for determining the granting of leaves. During this time, an Operator may not apply for more than one (1) continuous leave per calendar year. In the event that months become available due to cancellations, an Operator may sign up for these months without regard to other General Leave time for which the Operator may have signed up. An Operator may apply the balance of their annual leave accruals to their General Leave of Absence, provided the accruals are used consecutively and at

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the beginning of the leave. However the Operator shall not occupy positions on the Annual Leave Calendar.

## C. Waiting List and Cancellation:

A waiting list shall be maintained of applications submitted for annual review for months in which no spaces allocated according to 14.01 E remain open. Where there is no waiting list, or where the waiting list has been exhausted, an Operator may sign up for full months of Leaves of Absence on a first-come, firstserved basis up to twelve (12) months in advance. These signups shall be completed at least seven (7) days in advance of the beginning of the month desired. An Operator who chooses to cancel a leave request must do so at least two (2) months prior to the months being canceled. An Operator finding it necessary to take exception to the timelines within this Article must direct appeals to the Manager of Operations. METRO must notify an Operator on the waiting list if a space becomes available due to cancellation. The space shall be made available to the first Operator on the waiting list. The Operator shall be notified within ten (10) working days of the cancellation or as soon as the Manager of Operations has approved a cancellation of less than two (2) months.
D. Benefit Coverage For General Leaves of Absence:

METRO will not be obligated to pay for insurance benefits for more than one (1) month in any calendar year. An Operator shall not accrue Sick or Annual Leave while on General Leave of Absence. After thirty (30) calendar days on General Leave of Absence, an Operator may choose to remain covered under the insurance benefits listed in Article 10 by reimbursing METRO for the cost of the coverage prior to the commencement of the second month of General Leave.

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E. Authorized Number of Operators on Leave:

Operators allowed off on General Leave of Absence at any one time will be as follows:

| Jan | Feb | Mar | Apr | May | Jun |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 0 | 0 | 0 | 1 | 1 | 2 |
|  |  |  |  |  |  |
| Jul | Aug | Sept | Oct | Nov | Dec |
| 3 | 3 | 1 | 1 | 0 | 0 |

One (1) additional Operator may be permitted off each summer month (June, July, August) under this provision, at the discretion of the Operation's Manager.
F. Advance Pay for General Leave:

An Operator may be paid in advance from their Annual Leave accruals for the Operator's scheduled General Leave of Absence in the last paycheck received prior to the beginning of General Leave of Absence, provided the Operator makes a written request before the closing of payroll for that paycheck. An Operator receiving advance pay will be ineligible to work during the period of compensation.
G. Failure to Return to Work:

An Operator who does not report back to work by the expiration date as set forth in their General Leave of Absence notice will be considered to have terminated their employment with METRO, at the discretion of METRO.
H. Employees who requested General Leave for periods after the execution of this Agreement shall be given priority for the available general leave slots or personal leave requests, in the date order the employees signed up for such general leave.

### 14.02. Personal Leave

An employee who is unable to obtain general leave who desires an unpaid leave of absence for personal reasons shall set forth such reasons in writing and present them to the CEO/General Manager. Conflicting requests for unpaid personal leave of absence will be considered on a first-come, first-served basis. Considering conditions prevailing in METRO at the time the request is made, the CEO/General Manager shall determine whether or not a leave shall be granted, as well as the period of time to be covered in said leave. Requests for unpaid leave shall not be unreasonably denied; however, the CEO/General Manager has the right to deny an employee's request if the purpose of the leave is a vacation and an annual leave balance exists. Requests for leave, if granted, shall be granted for thirty (30) calendar days or less. During this leave METRO shall continue to pay its share for medical, dental and vision benefit coverage, as required by law. Except in the event of an employee emergency, no more than one (1) unpaid leave of absence may be requested by an employee in any calendar year, nor can an employee request unpaid leave for consecutive 30-day periods.

An employee requesting an unpaid leave of absence shall be notified in writing of the denial or approval within fifteen (15) working days of the request. Once approved, an unpaid leave may not be rescinded unless an emergency situation necessitates such denial.
14.03. Medical Leaves of Absence
A. An Operator absent because of illness, except workers' compensation injuries, shall be considered to be on Medical Leave of Absence after one (1) continuous absence of more than seven (7) calendar days. The leave shall be limited to a period of eighteen (18) months beginning with the first day of continuous absence. An Operator shall present a physician's certificate of medical conditions within thirty (30) days of the first continuous day of absence and every thirty (30) days thereafter. An Operator may present the certificate by certified mail.
B. An Operator on medical leave unable to return to work and perform the duties of an Operator within the eighteen (18) month maximum leave period will be placed on Furlough status.
C. An Operator who desires to return from Medical Leave will present a physician's release stating a return-towork date. Should an Operator returning from a leave require retraining, the Operator will be returned to service within seven (7) calendar days from receipt of the written release.
D. An Operator who is on Medical Leave of Absence on account of illness and who accepts regular, outside gainful employment, shall not be terminated unless at the time the Operator performs the outside employment, they are physically able to perform their duties as an Operator on a regular, full-time basis. The Operator will notify METRO and the Union of the employment. An Operator who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires
the Operator to accept gainful employment to be eligible for these benefits, shall not have their services terminated, provided that the Operator immediately informs METRO and the Union of the employment and its duration.
E. METRO shall respond in writing within five (5) working days to all requests for extensions and a copy of same shall be given to the Operator and the Union.
F. The Operator may apply accumulated Sick Leave first and when sick leave is exhausted, Annual Leave in order to cover absences due to illness or injury or to supplement State Disability Insurance benefits. Total compensation shall not exceed eight (8) hours pay per day at the Operator's base wage rate.

### 14.04. Leave on Account of Industrial Injury

An Operator on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.03. An Operator shall continue to accrue METRO and Classification seniority, have METRO paid medical, dental, and vision insurance. The Operator will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An Operator on industrial injury leave and unable to return to work and perform their duties within eighteen (18) months shall be placed on Furlough status. An Operator placed on Industrial Injury Furlough status shall have recall rights before non-medical recalls when they are medically released to return to work. The two (2) year return to work notification requirement shall be waived in accordance with Article 11.05 C.

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### 14.05. Parental Leave

A pregnant Operator may continue working as long as the performance of assigned duties is not impaired. An Operator may apply for and be granted a Parental Leave of Absence for up to twelve (12) months. The Operator may be required to produce a physician's certificate of medical condition.

An Operator who accepts placement of a child under the age of eighteen (18) months, in anticipation of completion of a legal adoption, shall also be entitled to a Parental Leave of Absence for up to twelve (12) months, and shall be entitled to all other provisions set forth in this policy.
A. Use of Twelve (12) Months of Parental Leave: An Operator choosing to use Parental Leave time may use their twelve (12) months of leave as follows:

1. One (1) leave of twelve (12) consecutive months; or
2. Any combination of non-continuous leaves in increments of three (3) months (except for the initial leave) not to exceed a total of twelve (12) months.
B. Notification of Leave:

Except for the initial leave, an Operator must notify the Scheduling Department one (1) month in advance of the date the Operator intends to take additional Parental Leave.

Except for the initial leave, Parental Leave will coincide with the quarterly bid cycle and shall be in increments of three (3) months, on the exact duration of the quarterly bid cycle.
C. Notification of Return to Work:

When the Operator is ready and available to return to work, the Operator will give written notification to METRO of their intent to return. METRO shall place the Operator back in service within seven (7) calendar days from receipt of the written notification.
D. Use of Annual Leave and Sick Leave Accruals:

An Operator may use accumulated Sick Leave and Annual Leave to cover absences related to maternity, paternity or adoption. Annual or Sick Leave may be used for continuous absences or for individual days. An Operator may also use Annual Leave or Sick Leave accruals to supplement State Disability Insurance payments.

## 1. Request for Payment:

An Operator using Annual Leave or Sick Leave accruals as noted above must submit a written request to the Scheduling Department in a timely manner. The request shall specify from which account pay is to be drawn and include specific dates to be covered. Payments of Annual Leave or Sick Leave shall coincide with the regular payroll period.
2. Request for Singular Days of Parental Leave:

An Operator may use Sick Leave or Annual Leave to cover absences related to maternity, paternity or adoption. Requests for singular Parental Leave days shall be made prior to 11:00am of the day before the requested day. No singular Parental Leave days shall be granted the day before, day
of, or day after the holidays listed in Article 12.01.
Two (2) Operators per day shall be allowed to use this option. Requests for time off under this section shall be approved by the earliest time stamp.
There will be no unpaid singular days allowed under this Section. This option may be exercised for twenty-six (26) months from the date of birth or custody. Parental Leave days will not be considered as counted absences per Article 15.04.

## E. Parental Drop-a-Day:

An Operator returning from Parental Leave shall be automatically qualified for Drop-a-Day for a period of up to six (6) months following the return.

An Operator may choose to drop one (1) day from their weekly shift but may do so only at the quarterly bid time. An Operator may opt to take Drop-a-Day as follows:

1. One (1) continuous six (6) month cycle; or
2. Two (2) three (3) month cycles which are noncontiguous.
3. Additional three (3) month cycles may be taken for each three (3) month increment not used under the Parental Leave in paragraph A above.

By the completion of twenty-six (26) months from the birth or date of custody of the child, an Operator must have begun exercising their Drop-a-Day option.

### 14.06. Bereavement Leave

Provided service is reasonably unaffected, Operators will be allowed one (1) day off to attend the funeral of any individual who shared a significant personal relationship with the Operator. The Operator may request payment from their Sick Leave accruals for absence due to these occasions, not to be considered a counted absence per Article 15.04.

METRO shall grant time off and shall pay an Operator up to three (3) eight (8) hour days at their base wage rate for any regularly scheduled work days lost in order to make arrangements and attend services due to the death of a family member. For purposes of bereavement leave, a "family member" will include: the employee's spouse or registered domestic partner; the parent, stepparent, in-laws, aunt, uncle, niece, nephew, or grandparent of the employee, their spouse, or registered domestic partner; the employee's child, which includes their biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; and the employee's sibling and step-sibling. An additional two (2) days paid time off at the Operators base wage rate shall be granted if the distance traveled to the funeral is greater than three hundred fifty (350) miles. METRO may require verification of the distance traveled.

The three (3) days shall be construed as full eight (8) hour days only, and may be taken only within the seven (7) calendar days, starting with the day of death or funeral. Any exceptions to this seven (7) day rule shall be made only by arrangement between the Operator and management, during the seven (7) day period. The Operator must notify the Scheduling Department before beginning the leave.

Time paid for Bereavement Leave shall be considered as time worked for all purposes, excluding overtime.

### 14.07. Military Leave

An Operator who is inducted into the armed forces of the United States or who volunteers for service during a national emergency shall, upon completion of the service, be reinstated to their former position with no loss of seniority, status, and base wage rate, provided that the Operator shall have been discharged from the military service and the Operator is still mentally and physically qualified to perform the duties of the position. Reemployment will begin no later than ninety (90) days subsequent to discharge. If hospitalization after the discharge continues for a period of not more than one (1) year, reemployment shall begin no later than ninety (90) days after the date hospitalization ends.

An Operator who has been employed by METRO and is required to attend military exercises as part of their Military Reserve obligation shall be given leave to do so without loss of seniority, benefits or Annual Leave or Sick Leave accruals. An Operator shall be compensated by METRO at the Operator's base wage rate, up to eight (8) hours per day, for the required Military Reserve absences for each regular workday lost, not to exceed thirty (30) days annually.

### 14.08. Jury Duty and Other Required Legal Appearances

As a citizen it is the Operator's duty and privilege to participate in certain governmental affairs. One of these is jury duty. If the Operator is called for jury duty, or subpoenaed as a witness, METRO will provide the Operator time off to serve, as required by law, on a jury if the Operator provides reasonable advance notice and proof of a valid jury summons to the Scheduling Supervisor or Dispatcher. METRO will also provide the Operator with time off to appear in court or other judicial proceedings as a witness on behalf of METRO to summoned for jury/witness duty:
A. The Operator will receive their base wage rate for the Operator's regularly scheduled workweek upon remitting fees (unless waived) to METRO.
B. Days lost because of jury service will be considered time worked for purposes of accrual of Annual Leave, Sick Leave, benefits and all other purposes.
C. At the employer's request, adequate proof must be presented of time served on jury duty.
D. No Operator shall be entitled to compensation for service on the Grand Jury.
E. If necessary due to extended trials, METRO and the affected Operator shall arrange a schedule which guarantees the Operator two (2) consecutive days off with no loss in weekly guarantee.
F. An Operator scheduled for jury duty or answering a subpoena as defined above on a regular day off, other than paragraph E above, shall receive alternative equal time off during the pay period or receive eight (8) hours pay at straight time rate.
G. An Operator who is required to appear for any court appearance, deposition, or other legal matter not related to work, shall be granted time off, but must first use accrued annual leave for this purpose.
14.09. Leave for Public Office and Labor Union Positions

An Operator who is employed full-time in the service of the Union or who holds a single full-time public elective or appointive office shall be granted necessary leaves of absence and shall be
allowed to return and to exercise their classification seniority rights under the provisions of this Agreement. The Operator shall not be covered under METRO paid insurances nor accrue Sick Leave or Annual Leave while on the full-time leave. An Operator serving in a part-time or voluntary capacity on public boards or agencies shall be granted unpaid time off for the performance of the duties.

### 14.10. Hospice and Critical Care Leave

A. An Operator shall be granted necessary leaves to care for a critically ill family member with appropriate verification, not to exceed six (6) months in a twelve (12) month period. The leaves shall be granted on a daily, weekly or monthly basis as needed, provided that the request is submitted by 11:00am prior to the day being requested. An Operator may be paid for these absences from their Sick Leave or Annual Leave accruals.

In the event a family member with a previously verified long term critical illness experiences periodic acute traumatic episodes for which emergency medical treatment must be sought, an Operator shall be granted immediate release from their assignment to seek treatment for their family member. Release time shall be counted as leave under this Section.
B. An Operator may voluntarily donate any accrued Annual Leave to assist another METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in METRO regulations.
14.11. Intra-District Leaves of Absence Out of Classification

An Operator accepting employment in other classifications not covered by this Agreement, but within METRO, shall be granted a leave of absence in accordance with Article 7.04C. An Operator on the call back list accepting employment in other classifications within METRO shall continue to accrue and maintain classification seniority.

### 14.12. Good Standing With the Union

An Operator granted a leave of absence under the provisions of this Article must remain in good standing with the Union or pay the appropriate service fees if the Operator wishes to retain their METRO and classification seniority rights on positions covered by this Agreement.

## ARTICLE 15. SICK LEAVE

15.01. Accrual and Use of Sick Leave
A. A full-time Operator shall accrue Sick Leave while in paid status at the rate of 0.0462 hours per hour worked (approximately 12.5 days per year). Sick Leave shall mean personal illness or physical incapacity caused by factors over which the Operator has no reasonable immediate control, or the illness of a member of the immediate family of the Operator which illness requires her personal care and attention. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the Operator, or family member residing within the house of the Operator.
B. Sick Leave shall not be construed as a privilege, which an Operator may use at their discretion, but shall be allowed only in the cases of necessity set forth herein.
C. Unused Sick Leave may be accumulated up to one hundred twenty (120) days. Any Sick Leave accumulated beyond twelve (12) days or ninety-six (96) hours may be converted to Annual Leave at full earned value and added to an Operator's Annual Leave.
D. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the Operator's base wage rate. An Operator shall be compensated for all time lost from work up to eight (8) hours.
E. If an Operator's illness exceeds seven (7) calendar days, the Operator may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.
F. An Operator with five (5) years of continuous service with METRO shall be paid for unused Sick Leave when the Operator retires under the provisions of the Public Employees Retirement System.

### 15.02. Notification

An Operator calling in sick must telephone the home Base not less than one (1) hour prior to the assigned, scheduled report time or the Operator shall be charged with a miss-out. This shall not be construed as applying to an Operator who is medically unable to perform their duties while at work, as determined by METRO, or a Medical Professional. Medical verification shall be obtained that day.

### 15.03. Returning to Duty

An Operator returning to duty from absences shall notify their home Base by 11:00am the day before the Operator intends to return to be given their regular assignment for that day. If the Operator notifies METRO of their intent to return between

11:00am and 10:00pm of the day prior to their return, the Operator shall be guaranteed work but shall not be guaranteed their regular assignment. If the Operator fails to notify Base of their intent to return by 10:00pm on the day prior to the Operator's return, the Operator shall not be guaranteed work for the day of their return. If the Operator is not assigned, the Operator shall remain on sick status for that day.

### 15.04. Absence Policy

A. All sick calls are counted absences toward progressive discipline for excessive absenteeism. An Operator shall be required to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the Operator has been under the physician's care and is able to return to work. Doctor's appointments will be counted as absences unless the Operator submits medical verification to a Supervisor that the Operator is required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner, how many appointments are anticipated, if known, and must be submitted at least forty-eight (48) hours before the appointment begins.

This exception is designed for an Operator who must undergo pre-scheduled medical treatments such as, but not limited to, prenatal care, physical therapy and chemotherapy, or who is required to be absent as a result of a chronic illness or disease as verified by a licensed medical practitioner.
B. Absences will be counted as follows:

1. One (1) day equals one (1) absence.
2. Two (2) or more consecutive workdays equals one (1) additional absence.
3. A partial day's absence (any part of the Operator's work day) equals one half (0.5) absence.
C. Progressive Discipline:

Progressive discipline shall be applied for excessive absenteeism. An Operator maintaining a balance of greater than sixty (60) hours of Sick Leave shall not be subject to discipline under this Section.

1. When an Operator has had twelve (12) counted absences during a floating 365 calendar day period the Operator will be given a caution notice.
2. Seventeen (17) counted absences within a floating 365 calendar day period will result in a written warning to the Operator for violation of the attendance policy.
3. Twenty (20) counted absences within a floating 365 calendar day period may subject the Operator to discharge unless number 5 below has been met regardless of the Operator's request.
4. An Operator who is absent from work a total of twenty (20) or more days in a floating 365 calendar day period may be subject to discipline if a pattern of abuse is demonstrated.
5. After one hundred eighty (180) calendar days without a counted absence, all of the Operator's prior counted absences will be rescinded upon request. The Operator must be actively working during this one hundred eighty (180) calendar day period.

## ARTICLE 16. DISCIPLINE AND DISCHARGE

Preamble: This Agreement between METRO and the Union is based upon a spirit of cooperation between the Operators and METRO to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them. The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are outlined as follows:

### 16.01. Grounds for Discipline and Discharge

A. No Operator will be disciplined, discharged, nor will adverse entries be made in their personnel record except for just and sufficient cause. Any adverse entries in an Operator's record shall be regarded as discipline and are subject to the provisions of this Article. Formal counseling shall not be considered discipline; however, records of this counseling may be kept for purposes of progressive discipline upon notification to the Operator and the Union. This formal counseling will be conducted in a manner that ensures the Operator's privacy.
B. No Operator may be suspended, discharged or removed from service prior to completion of the full appeal and hearing process as outlined in this Article

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and Article 18, except for one (1) or more of the following reasons:

1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty
2. Gross misconduct
3. Blatant insubordination
4. Serious accident
5. Criminal activity while on duty
6. Excessive miss-outs
7. Invalid driver's license
C. An Operator may be disciplined for abuse of Sick Leave in accordance with the standards identified in Article 15.
16.02. Miss-Out Rule
A. An Operator must report for assignments within one (1) minute of scheduled report times or the Operator will be charged with a miss-out. An Operator calling in sick must telephone the home Base at least sixty (60) minutes prior to the scheduled report time or the Operator will be charged with a miss-out. An Operator not reporting within one (1) minute of their scheduled report time may be called within sixty (60) minutes of the scheduled report time and requested to report to work, at the Operator's last known telephone number in the records of METRO, dependent upon the needs of METRO
B. An Operator who is not notified of a miss-out by the end of the next day shall not be charged with that miss-out. The notice shall be time stamped with a copy deposited

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in the Union mailbox. In the event that the Operator is not available, the copy to the Union shall suffice as notification.
C. Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an Operator's record for three (3) months. Disciplinary action shall be based on progressive discipline, on the following schedule:

One (1) miss-out
$\qquad$
Caution Notice

Two (2) miss-outs ...................Written Warning
Three (3) miss-outs .................One (1) day suspension/ ten (10) day step reduction

Four (4) miss-outs $\qquad$ Three (3) day suspension/
thirty (30) day step reduction

Five (5) miss-outs $\qquad$ Ten (10) day suspension/
one hundred (100) day step reduction

Six (6) miss-outs $\qquad$ Subject to discharge
D. No Show Rule:

An Operator who fails within one hundred twenty (120) minutes of the scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional one (1) day suspension. For this No Show penalty to be assessed, METRO must have called the Operator, as described in Paragraph A above, and if reached, requesting
the Operator to report to work and informing the Operator that failure to report will result in a No Show. All calls will be recorded and logged and if METRO is unable to reach the Operator, the No Show may be assessed.
E. Miss-outs may be waived if an Operator provides proof that the Operator could not report on time due to one of the following:

1. Inability to report due to hospitalization of Operator or immediate family
2. Involvement in automobile accident
3. Natural disaster (including power failures)
4. Schedule failure of public transit
5. Traffic congestion due to accident or temporary construction.

## 6. Any statutorily protected absence.

F. An Operator who fails to report as a result of METRO scheduling errors shall not be charged with a miss-out.

### 16.03. Notice of Intent to Discipline or Discharge

METRO shall notify the Operator in writing of the intended discipline or discharge. The notice shall include Notice of Intent case number, a statement of the precise and complete charges, and shall be given to the Operator no later than twenty (20) days after the date of METRO Management's knowledge of the occurrence, which is the basis for the charges. In the event that the Operator is not available, METRO may send the Notice of Intent to the Operator by certified mail postmarked no later than eighteen (18) days after METRO Management's knowledge of the occurrence. Notice of intent to discipline for chargeable accidents
may be delayed until the final determination for chargeability through the accident review process.

A time-stamped copy of this notice shall be sent to the appropriate Union Base Representative on the same day as it is sent to the Operator. The Notice of Intent shall be signed by the Manager of Operations or designee.

In the Notice of Intent, there shall be included the disciplinary action recommended:
A. Letter of Reprimand - May request first level hearing.
B. Suspension - Automatic first level hearing, including date of hearing; in cases not involving repeat offenders or serious offenses as listed in subsection 16.01, if in lieu of the suspension, an Operator elects a temporary one (1) pay step reduction - right of appeal is waived.
C. Discharge - Automatic first level hearing, including date of hearing.

### 16.04. First Level Hearing Procedures and Time Limits

The first level hearing shall be heard by the Manager of Operations or designee and must be held before any Operator is suspended or discharged. A first level hearing will also be held in the case of a letter of reprimand, if requested by the Operator.
A. Letter of Reprimand Hearings (requested by an Operator):

Hearings on Letters of Reprimand must be requested by an Operator within ten (10) days of the receipt of Notice of Intent to Discipline or the Letter of Reprimand will be placed in the Operator's personnel file. The Manager of Operations or their designee shall hold the

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hearing within ten (10) days of receipt of the request for hearing from the Operator.
B. Hearings on Suspensions or Discharges:

Hearings on suspensions or discharges shall be held no less than five (5) days and no more than fifteen (15) days from the time the Union and the Operator receive the time stamped Notice of Intent to Discipline, except in cases where extension of time limits is agreed upon.
C. Notification of Hearing:

Five (5) days before the first level hearing, the Manager of Operations or their designee shall provide notification of the hearing date to the Union and every Operator who is entitled to one. The notification of the hearing shall include:

1. Time of hearing
2. Place of hearing
3. Date of hearing
4. Notice of Intent case number
D. Report of Hearing:

No more than ten (10) days following the hearing, the Manager of Operations or their designee shall submit a report of the hearing to the Union and the affected Operator. This report shall contain the following:

1. Date
2. Names of those present
3. Notice of Intent case number
4. Statement of each charge
5. METRO decision on each charge

### 16.05. Final Appeal Before Arbitration

If a disciplinary action or discharge is not settled to the satisfaction of the Operator or the Union at the Operations Department level, the Operator or the Union may refer the disciplinary action or the discharge to the CEO/General Manager or their representative.
A. Request for Appeal Hearings:

The Union or the Operator must request any appeals within ten (10) days from receipt of the decision of the Manager of Operations or designee.

The final appeal hearing shall be held within fifteen (15) days from the date of the request of the hearing by the Union, with the understanding that the Operator and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance.

The Operator shall have the opportunity to arrange representation and/or witnesses, who will be released from duty without loss of compensation if employed by METRO. The Operator's representative or the Operator if not represented will be allowed to question all witnesses.
B. Written Decision of Appeal Hearing:

No more than ten (10) days after the date of the appeal hearing, a written decision on the disciplinary action or discharge shall be prepared by the CEO/General Manager or their representative and a copy shall be

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given to the Union and the affected Operator. The decision shall contain:
a. Date and Case Number
b. Names of those present
c. Statement of each disciplinary action or discharge
d. METRO's decision on each charge

### 16.06. Operator's Rights

A. At any meeting or investigation, at any level of the appeal and hearing procedure, the Operator and/or Union representative (with authorization from the Operator) shall be allowed to get whatever information is desired from the Operator's personnel file.
B. Any disciplinary action resulting in suspension or discharge shall be reported to the Union within two (2) days, and confirmed by letter within three (3) days of the date and time of notification of the Operator.
C. If at the meeting or a subsequent hearing, the Operator who was suspended is determined to be completely blameless of charges regarding the offense; the Operator shall be reinstated to their former position without loss of METRO or classification seniority and will be paid wages lost as though the Operator had not been suspended. It is agreed that no entry shall be made on the Operator's record of the suspension, if the Operator was found to be completely blameless. If it is found that the Operator in question was partially blameless, then METRO may reduce the penalty and/or return some or all of the Operator's lost wages.

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D. An Operator shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the Operator's record as long as the complaint or charge remains on file.
E. The Operator shall have the right to Union representation at any meeting or hearing that the Operator has a reasonable basis to suspect may result in discipline. The Operator's representative or the Operator if not represented, will be allowed to question all witnesses.
F. Adverse notations on the Operator's record that result in a three (3) day suspension or less, which are more than twelve (12) months old, shall not be used for future discipline. Disciplinary suspensions of more than three (3) days, which are more than five (5) years old, shall not be used for future discipline.
G. No adverse entry shall be placed in an Operator's file unless written and signed by the person making the charge or complaint. Hearsay evidence shall not be the basis for discipline or adverse entry in the Operator's record. Written declarations signed by the witness may be used as evidence. An Operator cannot be suspended as a result of a passenger complaint, unless the Operator has the right to face their accusers or witnesses in person. If METRO suspends or discharges an Operator under provisions of 16.01B prior to the completion of the first or second level hearing, the Operator has the right to face their accusers or witnesses in person before the discipline is imposed.
16.07. Assessment of Suspensions

Suspensions shall be served within thirty (30) days of the date of the final decision on the suspension or within twenty (20) days of return to work. Multiple day suspensions shall be served consecutively. METRO shall determine the dates of suspension.

### 16.08. Extensions

By agreement between METRO and the Union, the limits set forth in this Article may be extended to specific times in individual cases. They shall be further extended by up to one (1) year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union.
Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

### 16.09. Time Limits and Forfeiture

In computing the time limits as fixed in this Article, Saturdays, Sundays, and holidays shall be excluded. The failure of METRO to adhere to the time limitations set forth above shall result in forfeiture of METRO's case. If an Operator and the Union representative fail to attend any meeting or hearing referred to in this Article, it shall result in the right of the Union to appeal to the next level.

### 16.10. Discipline or Discharge of Probationary Operators

The provisions of this Article shall only apply to fully qualified Operators who have satisfactorily completed their probationary period.

### 16.11. Exclusionary Rule

If within ten (10) days from receipt of the first level decision and prior to the second level hearing, the Union requests a written document(s) that was in METRO's possession, and it is not provided, then METRO shall be excluded from using it in arbitration.

## ARTICLE 17. GRIEVANCES AND CLAIMS

17.01. Definition

A grievance is defined as any controversy between METRO and the Union arising out of or by virtue of the Agreement. Grievances and claims must be filed within twenty (20) days after the alleged violation becomes known to the Union.

### 17.02. Notification

If a grievance is alleged by the Union, it must be filed in writing with the appropriate METRO management official, as the case may be, within twenty (20) days after the occurrence or discovery of the alleged grievance. The grievance must be concise and in writing and must state what specific section of this Agreement or rule or policy of METRO has been violated, and contain a brief description of the violation, any steps that were taken to secure informal resolution, and proposed resolution of the grievance.

### 17.03. Informal Conferences

The parties are encouraged to meet prior to filing the written grievance and work to resolve disputes.

### 17.04. Hearing

Within fifteen (15) days after the receipt of the grievance, the parties shall meet in a hearing and attempt to settle the grievance, with the understanding that the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.
17.05. Final Appeal Before Arbitration

Within ten (10) days after the receipt of the decision of METRO management, an appeal may be directed to the CEO/General Manager or their representative. The hearing will be held within fifteen (15) days and the Operator and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

### 17.06. Extension of Time Limits

The time limitations set forth in this Article may be extended by mutual written agreement. They shall be further extended by up to one (1) year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of

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necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

### 17.07. Violation of Time Limits

The failure of the Union to adhere to time limits set forth above or to appear at the time of the hearing shall cause forfeiture of the Union's case. The failure of management to adhere to the time limitations set forth above shall result in the right of the Union to appeal to the next level.

### 17.08. Applicability of Article

These rules covering grievances, claims, and procedures are applicable to all Operators whose conditions of employment are within the scope of this Agreement.
17.09. Computing of Time Limits

In computing time limits as fixed in this Article, Saturdays, Sundays, and METRO holidays shall be excluded.

### 17.10. Submittal and Payment of Claims

The Union shall have the right to submit claims for individuals and the submission shall be recognized and treated as set forth herein.

Settlement of non-payroll claims shall be paid to the Operator by separate check within fourteen (14) days of the date of submission.

Settlement of payroll related claims will be paid in the first pay period following the decision of the Hearing Officer.

This section shall in no way preclude earlier settlement of payroll claims when an Operator has received less than the bid pay to which the Operator is entitled.

## ARTICLE 18. APPEAL TO ARBITRATION

### 18.01. Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application or breach of any of the terms of this Agreement or the discipline or discharge of any Operator covered by this Agreement is not settled to the satisfaction of the Union or METRO, either party may, within twenty (20) days from the date of the decision, by written notice to the other party, request that the matter be submitted to arbitration for decision.

By mutual agreement of the parties, any matter subject to this article may be submitted to mediation through the State Mediation and Conciliation Service prior to arbitration.

The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the explicit provisions of this Agreement and the applicable rules and regulations at issue between the parties and the issuing of a decision or award in accordance therewith. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the Arbitrator shall be rendered after the evidence and arguments are presented by the parties in the presence of each other and in post hearing briefs if allowed. This decision shall be final and binding to the parties except as outlined in Article 18.02A.

All expenses of the arbitration shall be equally divided between the parties, except that if one party cancels the arbitration after the date has been set that party shall bear all costs associated with the cancellation. Any Operator who is a witness will be released without loss of compensation.
A. Within ten (10) days from the date of notice of appeal, the Union and METRO may mutually agree on a neutral party from an independent source to serve as an Arbitrator. In the event the Union and METRO fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as an Arbitrator. If the list is requested from the California State Conciliation Service, the Union and METRO, within five (5) days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall, within five (5) additional days after the receipt of the list of names, alternately strike three (3) names from the list, with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

The Arbitrator is requested to expedite the decision. At the request of either party, Court Reporter shall be present at the hearing. Unless both parties agree, the costs shall be borne by the requesting party. Upon the agreement of the Union and METRO, a transcript of the proceeding shall be made available to both parties and shall be included in the final hearing expenses.
B. An expedited arbitration panel shall be established which shall apply to:

1. Disciplinary suspensions of up to five (5) days
2. Grievances and Claims having a total monetary value of less than \$2,000
3. Any other dispute, which the Union and METRO mutually agree to submit to this process Appeals to arbitration will be scheduled at a mutually agreeable time and place not exceeding sixty (60) calendar days from receipt of appeal.

Appointment to the expedited arbitration panel shall be by mutual agreement between the Union and METRO. Three (3) arbitrators shall be chosen to serve overlapping terms. Nothing shall preclude the parties to this agreement from retaining the same arbitrator for successive terms.

Either party to this agreement may request submission of a dispute meeting the parameters above to the expedited arbitration panel, giving written notice of the matters to be arbitrated and stating the relief requested. The arbitrator shall be notified within ten (10) days with a request for a mutually agreeable date for the arbitration.

The controversy shall be heard by a single arbitrator selected, in rotation, from the three (3) person expedited arbitration panel. Should the arbitrator scheduled to hear the next matter be unavailable for a period of sixty (60) calendar days the following arbitrator in the rotation list shall be used.

All arbitrations shall be held on METRO property unless mutually agreed otherwise. Either party may request a court recording be made of the proceedings with the
cost to be borne by the party making the request. Each party will have a maximum of two (2) hours to present its case; to cross-examine the other party's witnesses and for rebuttal. Written arguments shall not be filed. After the parties have presented the evidence and conducted cross-examination, each party will have an opportunity for oral argument before the Arbitrator for a period of not more than fifteen (15) minutes.

Following each case, the Arbitrator will meet with one (1) representative of the Union and Management in closed session. The Arbitrator will mediate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree within thirty (30) minutes, the Arbitrator will render the decision.

The Arbitrator shall announce the decision orally in the presence of both parties. The decision will be recorded but a formal written decision will not be required; any written decision will be brief.

### 18.02. Appeal of the Arbitrator's Decision

A. The Union or METRO may appeal the decision of the Arbitrator solely on the condition that the Union or METRO can substantiate that the ruling is inconsistent with applicable State or Federal Law or METRO rules and regulations in effect at the time of the occurrence on which the grievance or dispute is based. It is understood that, should there be a conflict between METRO rules and regulations and any provision of this Agreement, only rules of this Agreement shall apply. It is further understood that METRO will not revise its rules and regulations without first offering to meet and confer on those revisions with the Union.
B. The appeal shall be submitted to the Santa Cruz Metropolitan Transit District Board of Directors within fifteen (15) days from the date of ruling by the Arbitrator. A written decision of the appeal to the Board of Directors shall be prepared by the Board of Directors within five (5) days from the date of the appeal hearing and two (2) copies shall be mailed to the Union within five (5) days from the date of decision.

### 18.03. Time Periods

In computing the time limits as fixed in this Article, Saturdays, Sundays and holidays shall be excluded except where "calendar days" are specified. Any of the time periods within any of the steps required in this Article may be extended by mutual consent of the parties. The failure of either party to adhere to the time limitations set forth or to appear at the time of the hearing shall cause forfeiture of that party's case.

## ARTICLE 19. COURT APPEARANCES

### 19.01. Compensation for Appearance

METRO agrees that when they direct an Operator in conjunction with any legal matters involving METRO directly, or indirectly, or for time spent under subpoena by METRO in any criminal proceedings wherein the Operator's presence is required, due to their witnessing occurrences while on duty, to compensate the Operator at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of the appearance. Pay will include travel from the Operator's home Base to point of appearance and return. METRO will notify the Operator at least five (5) days prior to notification of the court date. If there is a conflict with signed-on Annual Leave, METRO will work with the Operator to resolve the conflict.

This Article covers any matters through which an Operator is required to spend time by request or subpoena by METRO or any law enforcement agency covering accidents or incidents, which happen while the Operator is in the performance of their duties. An Operator will notify the proper official of METRO as soon as possible upon being served a subpoena.

Compensation will be as follows:
A. During Regular Work Hours:

An Operator will not be paid less than they would have received had the Operator worked their scheduled assignment.
B. During Regular Time Off or Days Off:

An Operator will receive pay at the overtime rate for time required.

## C. On Annual Leave

1. An Operator will be paid their straight time rate of pay for a minimum of eight (8) hours, not charged to Annual Leave, on what would be a regular work day, and the overtime wage rate for time required, not charged to Annual Leave, for appearance on their day off.
2. Payments outlined in 1 above will be made in lieu of Annual Leave payments due an Operator under the provisions of this Agreement.
19.02. Instructions to Report

It is understood that an Operator will be instructed to report to court or the attorney's office only by METRO personnel and not by representatives of the insurance company or attorney's office.

### 19.03. Traffic Citations

METRO agrees to compensate any Operator for four (4) hours pay while in court defending against a traffic citation for a moving violation received by the Operator while on duty for METRO, if the Operator is found to be not guilty of any violation. To qualify for the compensation, the Operator shall provide the appropriate METRO official with their Receipt of Dismissal (or other proof satisfactory to METRO) from the court. An Operator shall attempt to schedule court appearances to be during off-duty hours.

### 19.04. Legal Assistance

In the event an Operator is charged with and acquitted of any crime or traffic violation arising directly out of an accident or incident involving a METRO vehicle, property or person, occurring while the Operator is on duty and within the course and scope of their employment, or any crime allegedly perpetrated while the Operator is on duty and within the course and scope of their employment, METRO shall have the option of reimbursing the Operator for reasonable legal fees incurred for the Operator's defense in trial court, or providing the Operator, at METRO's expense, with competent legal counsel to represent the Operator in trial court, unless the Operator is also found guilty of driving under the influence of alcohol or non-prescribed drugs. Notwithstanding the above, reimbursement for reasonable legal fees shall not exceed $\$ 250$ for traffic violations. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Criminal Defense Bar requesting that it assign an association member to review the legal fees and determine whether they are reasonable. METRO shall pay any required fees for this service. METRO shall only be responsible for payment of legal fees if the

Court has determined that the Operator is not-eligible for the Public Defender due to their income level.

### 19.05. Legal Support

If an Operator seeks legal support from METRO for issues arising out of the course and scope of the Operator's employment with METRO, METRO shall either reimburse the Operator for reasonable legal fees arising from these disputes or will provide the Operator, at METRO's expense, with competent legal counsel to represent the Operator in court provided that the legal issue causing a request for legal support does not lead to a conflict of interest between METRO and the Operator. A dispute regarding conflict of interest shall be brought as soon as possible, but in no event later than one (1) month, to the Board of Directors or the Policy and Finance Committee for determination. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Superior Court Administrator requesting that they assign an independent civil attorney to review the legal fees and determine whether they are reasonable. METRO shall pay any required fees for this service. METRO shall only be responsible for payment of legal fees.

## ARTICLE 20. MANAGEMENT RIGHTS

### 20.01. Management Rights

The Union agrees that METRO has complete authority for the policies and administration of all METRO departments, which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this Agreement. The authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the
management of governmental operations vested by law in METRO and not covered by this Agreement is in the province of METRO. The exercise of any right, power, authority, duty or responsibility by METRO and the adoption of rules, regulations, and policies as it may be deemed necessary, as they apply to Operators represented by the Union, shall be limited only by the specific and express items of this Agreement and the requirements of the laws and Constitution of the State of California.

## ARTICLE 21. CONTINUITY OF SERVICE TO THE PUBLIC

### 21.01. Continuity of Service to the Public

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities. The parties agree that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with rules, regulations or orders. During the term of this Agreement, neither the Union nor its members shall call, sanction, assist or engage in any strike, slowdown or stoppage of METRO's work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of METRO. Refusal of an Operator to cross a primary picket line shall not be construed as a violation of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, where entering property involved in a labor dispute or going through a bona fide labor organization's picket line will result in potential damage to METRO equipment or physical injury to the employee or where physical injury to
persons in the picket line could result or where a member of METRO employee's immediate family is involved in a labor dispute. This section shall not apply to informational picket lines established or endorsed by bona fide labor organizations.

During the term of this Agreement, METRO shall not cause or permit any lockout of any of its Operators.

## ARTICLE 22. ASSIGNABILITY

22.01. Assignability

This Agreement shall be binding upon the successors and/or the assignees of the parties hereto, and no provisions, terms, or obligations herein contained, nor the certification of the exclusive bargaining agent be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, affiliation or assignment of either party hereto, nor affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise, in the location of business of either party.

## ARTICLE 23. SEPARABILITY

### 23.01. Separability

Should any portion of this Agreement be altered or modified due to legislative action or court decision, or should any portion of this Agreement be found contrary to State or Federal law, the remaining provisions shall in no way be affected and shall remain in full force and effect. Any portion of this Agreement affected by changes in law shall be the basis of collective bargaining on the part of METRO and the Union to bring the language of the Agreement into compliance.

## ARTICLE 24. COLLECTIVE BARGAINING DURING TERM OF AGREEMENT

### 24.01. Final Agreement Between the Parties

This Agreement constitutes the final agreement of the parties hereto on the subjects covered herein. The Union and METRO have collectively bargained in good faith negotiations through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. During the term of this Agreement, there shall be a duty upon both parties to collectively bargain in good faith pursuant to Section 98167 of the California State Public Utilities Code as is expressly provided for below in Section 2 of this Article.
24.02. $\frac{\text { Duty to Collectively Bargain in Good Faith on Matters }}{\text { Not Covered - No Economic Action }}$

The parties hereto have a duty to communicate and respond in a timely manner within ten (10) working days of written request by the other party on subjects which are not specifically covered by this Agreement, and hereby agree to collectively bargain in good faith on Bus Operator wages, hours, working conditions and other terms of employment, which are not specifically covered by this Agreement during the term of this Agreement; provided, however, neither party shall use any type of economic force in support of any proposals either of them make on any of these subjects.

If new classifications are added to the bargaining unit during the term of this Agreement, the Union and METRO will collectively bargain in good faith on wages, hours, working conditions and other terms of employment for those new classifications.

## ARTICLE 25. EFFECTIVE DATE-DURATION-TERMINATION

### 25.01. Effective Date-Duration-Termination

A. Except as otherwise provided herein, this Agreement shall be made effective August 25, 2019, and shall remain in full force and effect to and including June 30, 2022 and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.
B. Any requests to modify or change this Agreement or any portion thereof shall be made in writing and shall be served on the other party not later than ninety (90) calendar days prior to June 30, 2022, and in the event the Agreement is in effect after that date, by reason of the provisions of subsection (A) hereof, not later than ninety (90) calendar days prior to the expiration date of any subsequent yearly period. Should any party desire to open Article five (5) and twenty-five (25) of this Agreement for the purpose of extending the Agreement for additional years, said party shall make such request in writing to the other party not later than ninety (90) calendar days prior to June 30, 2021. The Collective Bargaining process required to address an extension of this Agreement shall only be commenced upon the mutual agreement of both parties.
C. METRO shall provide release time without loss of compensation from work time for up to five (5) employed Union Representatives to participate in collective bargaining pursuant to the modification or termination of this Agreement. Release time shall include one (1) hour before the scheduled start time for those sessions scheduled less than a full day.

If any Union Representative is required by the schedule of full day bargaining sessions to meet with METRO on their regular day or days off, the Operator shall be granted an alternate day(s) off.

When a Union Representative is released from work time with pay for time spent in bargaining, that time shall be counted as time worked for all provisions within the Labor Agreement.

## ARTICLE 26. GUARANTEED WORKWEEK

26.01. Regular Operators
A. A regular Operator shall be guaranteed eight (8) hours pay time per day, forty (40) hours pay time per week provided the Operator works as assigned, with two (2) consecutive days off. In the case of any run or shift less than eight (8) hours, METRO shall pay eight (8) hours pay time and these runs shall be considered as containing eight (8) hours work time.
B. All pay time for a regular Operator will be included and be a part of the eight (8) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
26.02. Extra Board Operators
A. An Extra Board Operator shall be guaranteed eight (8) hours pay time per day, five (5) days per week provided the Operator is available and works as assigned, with two (2) consecutive days off.
B. All pay time for an Extra Board Operator will be included and be part of the eight (8) hours daily guarantee, subject to the provisions of Article 12.02D (Holiday Pay).
26.03. General Provisions for All Operators

Any Operator who fails to report as assigned shall lose their guarantee. An Operator who fails to report as assigned and who is subsequently given and completes an assignment shall receive a minimum of four (4) hours pay at the Operator's regular wage rate for that day.
26.04. Additional Work
A. Regular Operators, including Extra Board Operators on hold-downs, shall not be required to run extra trips or do extra work except in cases of emergency where special events, blockage, fires, or acts of God require extra service. When equipment is on the road and relief fails to show, or equipment breaks down, relief will be made as soon as possible and must be made within two (2) hours after METRO is notified.
B. An Extra Board Operator may only refuse additional work in excess of eight (8) hours already worked and shall not be required to work beyond thirteen (13) hours spread from initial scheduled report time except as stated in Article 29.11.

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C. An Operator who performs extra work in addition to their regular scheduled assignment shall be paid at the overtime rate for all additional work, except in the case of an Operator working less than eight (8) hours under the provisions of Article 26.01A. In this case, the extra work shall be paid at the base wage rate, in addition to the eight (8) hour guarantee, until the Operator has eight (8) hours on the clock, after which the overtime rate shall apply. This provision shall not apply to bidded trippers.

### 26.05. Breaks in Split Runs or Shifts

An Operator will be paid for all time required to be in service or away from the home Base from scheduled sign-on time to subsequent sign-off time.
26.06. Exceptions
A. An Operator relieved before the completion of a day at their own request, or who is absent from duty and not available for service for part of a day, shall receive pay for only the portion of the day worked and the minimum allowance of eight (8) hours shall not apply.
B. Where an Operator misses-out on an assignment and subsequently reports to work within two (2) hours of their originally scheduled report time, the Operator shall receive pay only for hours worked, with a minimum guarantee of four (4) hours, thereby forfeiting the Operator's guaranteed five (5) day, eight (8) hours per day workweek. The reduction in the workweek shall only apply to the day in which the Operator missed out.

## A. Guidelines for 80/8 Work Rules:

When determining which work will be offered as overtime, a calculation will be made by scheduling. The number of assignments (including Points) minus the number of available Extra Board operators.

If insufficient Extra Board operators are available to cover Point pieces, then;

1. Point assignments will go to Extra Board first, as long as no rest or 80/8 violations occur;
2. If no rest or $\mathbf{8 0 / 8}$ violations are imminent, whenever possible, the Scheduler will reserve Point pieces with due regard to the Extra Board break point.

An Operator may not accept work on their day off that will infract their eight (8) hour minimum rest for their regularly scheduled assignment. A shift change must be submitted to Scheduling by 10:00 am the day prior to their regular assignment, if the work accepted gives the Operator less than eight (8) hours rest.
B. Scheduling Procedure for Work Assignments Not To Exceed 80/8 Rule

Scheduling will follow these procedures for next day's work for Operators' regular work day:

1. $\mathbf{1 0}$ hours available: An Extra Board Operator who has ten (10) or greater hours available for the next day's work can be assigned a point position or shift based on order of report.
2. 9:59 to $\mathbf{8}$ hours available: Operator not qualified for point position; assign the next shift available closest to order of report.
3. $\mathbf{8}$ hours or greater available but insufficient time to cover shifts that are available: Assign 8 -hour closed point; hours of point assignment must: 1) meet METRO's needs; and 2) be close to general order of report of Operator. For example, morning Operators would be scheduled for AM hours, and night Operators scheduled for PM hours.
4. Less than $\mathbf{8}$ hours available: Article $\mathbf{2 6 . 0 6}$ Exceptions will apply and no work will be scheduled for the day.

Scheduling will distribute the following reports on a daily basis:

1. Individual Report will be given to each Operator that has seventy (70) or greater hours looking back seven (7) days.
2. Summary Report will be given to SMART showing all Operators that have seventy (70) or greater hours looking back seven (7) days.

## C. Insufficient Work Hours To Cover Full Shift

- Operators signed up for Overtime that have insufficient hours to cover a full shift, will not
be offered or assigned an available full shift, but will be informed they will not be eligible for the overtime call list on the day of.
- When open work is posted, after the schedule has been completed, partial work can be assigned by the Dispatcher, that will not violate 80/8.
- Operators performing partial work less than seven (7) hours will be required to complete a REQUEST FOR TIME OFF form for that day and check the WAIVE EIGHT (8) HOUR GUARANTEE box.

Operators scheduled to work their regular shift that will violate the $80 / 8$ rule, will be informed of the remaining hours and will work their shift up to the allowable available time, less thirty (30) minutes. The Operator must also complete a REQUEST FOR TIME OFF form for that day and check the WAIVE EIGHT (8) HOUR GUARANTEE box, signed by the Operator and Supervisor, then submitted to Payroll for processing before the end of the day.

## ARTICLE 27. OVERTIME

27.01. Overtime Provisions

An Operator shall be paid one and one half ( $11 / 2$ ) times their regular wage rate for all work they perform that is in excess of eight (8) hours per day or each hour in excess of forty (40) hours per week. An Operator shall be paid two (2) times their regular wage rate for all work performed on their seventh (7th) consecutive day of that pay week. An Operator may voluntarily waive the ten (10) hour minimum rest period and will not
receive the pay for infraction of rest period provided for in Article 29.12.

### 27.02. Work on Days Off

An Operator shall be paid one and one half ( $11 / 2$ ) times their regular wage rate for all work perform on their scheduled days off provided that they will have worked forty (40) hours within that work week. An Operator shall be paid two (2) times their regular wage rate for all work performed on the seventh (7th) consecutive day of that pay week. Annual Leave, Holidays, Jury Duty, and Union business will be considered time worked for the purposes of this Section.

A full-time Operator shall be guaranteed twelve (12) hours pay time for working on their day off provided they work as assigned on that day. However, should METRO cancel accepted overtime, the Operator shall receive eight (8) hours pay time.

An Operator passed over in correct order of call for additional work under the provisions of Article 27.03 shall be guaranteed eight (8) hours at the Operator's regular rate of pay. An Operator working on Annual or General Leave days will be paid under the provisions of Article 27.01.
A. No Operator shall be required to work on their day or days off.
B. METRO shall furnish the Union each payroll period a report of all Operators called to work on their days off.

### 27.03. Calling of Additional Operators

There shall be a sign-up list for Operators making themselves available for additional work. Call-back shall be in order of classification seniority according to the following provisions:

Each week, "Call for Additional Operators" lists (Call Lists) will be available for sign-up. Call back shall be by classification seniority with the following priorities:

List One (1): Regular Bid Day(s) Off<br>List Two (2): Annual and General Leaves

A. General Provisions:

1. When determining which work will be offered as overtime, a calculation will be made by Scheduling: The number of assignments, including points, minus the number of available Extra Board Operators. If insufficient Extra Board Operators are available to cover Point pieces, then:
a. Point assignments will go to Extra Board first, as long as no rest or $80 / 8$ violations occur;
b. If no rest or $\mathbf{8 0 / 8}$ violations are imminent, whenever possible, the Scheduler will reserve Point pieces with due regard to the Extra Board Break Point.
2. METRO will determine what work, if any, is to be made available to the Operator on their days off.
3. One (1) call will be made on a taped line to each Operator on the list who will have the minimum eight (8) hours rest. An Operator accepting a shift, which would violate the ten (10) hour rest period, will waive the penalty pay requirement of Article 29.12.
4. An Operator unable to accept an assignment because of lack of eight (8) hours rest will be the

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first called for any shift the Operator can legally work.
5. An Operator voluntarily accepting work away from the Operator's home base will not be eligible for cross assignment pay.
6. An Operator being called for additional work must speak directly with the Supervisor in order to be considered for work available at the time of the call.
7. An Operator unavailable at the time of the call will be passed and may be called again after call lists are depleted, provided unassigned work remains.
8. When the call lists have been depleted, other Operators not on the lists may be requested to work. No Operator may be required to work on their days off.
9. An Operator on a sign-up list who will be at a phone number other than the one on file at dispatch must provide, in writing, an alternate number where the Operator may be reached if they desire work. Only one (1) alternate number will be accepted and it will only apply for 24 hours following submittal or until a time specified by the Operator, whichever is first.
B. Special Provisions:

1. Next Day Assignments:

When an Operator on a call list is working a shift, the Operator will be contacted by radio, and will be asked for an affirmative or negative response as to working the following day. If the response is
affirmative, and there are more than two (2) assignments available, the Operator will be given thirty (30) minutes to contact the Scheduling Department by telephone and choose their assignment by classification seniority. In the event there is only one (1) assignment available, that assignment will be identified and the Operator shall respond over the radio. If no call is received, the Operator will be assigned the piece with the earliest sign-off time.

## 2. Same Day Assignments:

a. As assignments become known, the Supervisor at the originating base will call Operators on the sign-up lists who have not previously been assigned, or refused assignment, according to the above section.
b. Each Dispatcher will call Operators on their own "Call for Additional Operators" lists independently of each other. When the Dispatch Control Module is implemented, additional Operators may be called from a single call list composed of call lists from both bases, as long as the provisions of these procedures are maintained. No Operator is guaranteed work at their home base.
c. In situations where a partial work assignment is unforeseen and becomes available on the day of the assignment and if out of operational necessity the work must be assigned immediately, METRO may assign the partial work to an available Operator on a first-come, first-served basis. This provision is

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intended to allow uninterrupted service to the public, and is a continuation of an existing practice of covering partial assignments which remain after the Operator sign-up list has been depleted.

An Operator on Annual or General Leave may be called only after all actively working Operators on the call lists have been called and work remains open.
27.04. Bidded Trippers

An Operator voluntarily bidding an extra piece of work over and above the Operator's regular assignment will be paid for the piece of work at the overtime rate, with a minimum pay time of two (2) hours.
27.05. Other Overtime Computations

For the purpose of this Article, Annual Leave, Jury Duty, Union business, and holidays shall be considered time worked for calculating overtime rates on a regularly scheduled day off per Article 27.01.
27.06. Paid Point

For the purpose of this Article, time worked shall include paid point.
27.07. No Pyramiding and Single Overtime Provision
A. The principle of no pyramiding will govern all payments under this Article.
B. Where more than one overtime provision is involved, only that provision, which creates the greatest compensation, shall apply.
27.08. Unexcused Absences

For the purposes of this Article, Sick Leave, suspensions, miss-outs and no-shows shall not be counted as time worked.

## ARTICLE 28. SPREAD TIME

28.01. Spread Time

Spread time is the total elapsed time from the initial scheduled report time to final scheduled sign-off time in any given workday. An extra one-half ( $1 / 2$ ) times the base wage rate shall be paid as spread premium for all elapsed time in excess of ten (10) hours spread in all work assignments, excluding trippers bid in conjunction with a regular assignment.

## ARTICLE 29. PASSENGER SERVICE ASSIGNMENTS

29.01. Classification of Assignments
A. Work for Operators in passenger service shall be designated full-time regular assignments, extra board assignments, part-time assignments, extra spread assignments, biddable trippers, and special assignments.
B. Work assignments will be classified as straight or split. Time on duty for a straight work assignment exclusive of state mandated meal breaks is computed on a continuous basis; a split assignment includes intermittent pay. Regular assignments may not be split more than once.

### 29.02. Establishment of Passenger Service Work Assignments

A. All passenger service work (including preparatory time, pull-in time, deadhead allowances and/or travel time in
connection therewith) that can be combined to provide seven (7) or more hours work within a spread of eleven (11) hours and having a regularity of five (5) days in any given week shall be established as regular assignments. An exception to this provision would be part-time assignments, which may include recovery time relief, school term back up service, weekend regular runs and fragments. Full-time regular assignments will in no case exceed five (5) days per week. METRO will establish regular or extra relief assignments composed of the off days of regular assignments. No piece of work greater than seven (7) hours may be combined with another piece of work to produce a split or intermittent shift.
B. Not less than sixty-percent (60\%) of the total number of all full-time regular weekday assignments shall be straight assignments, and not less than seventy-percent (70\%) of the total of all regular weekend assignments shall be straight assignments, computed on an assignment basis. On holidays the percentage of straight assignments shall be governed by the schedules operated.

In establishing regular assignments, it will be the policy of METRO, through cooperation with the Union, to bring about the best working conditions consistently possible under service conditions.

### 29.03. Definition of Biddable Trippers

A biddable tripper shall not exceed three (3) hours platform time and will be paid at the overtime rate. When an Extra Board operator is assigned a regular shift that has a signed-on biddable tripper, the Operator shall be paid all applicable spread time.

### 29.04. Preparatory Time

A. Each Operator will be allowed seventeen (17) minutes preparatory time for the purpose of getting equipment ready for pull out.
B. An Operator driving non-revenue equipment is excluded from this section unless the Operator uses a bus, which is to be put into line service when making the Operator's relief. In this event, the Operator pulling the bus out will be paid preparatory time.

### 29.05. Meal Breaks

For all runs, Operators shall be provided with paid or unpaid meal breaks. Unpaid meal breaks shall be no less than thirty (30) or more than fifty-nine (59) minutes and shall comply with the IWC Wage Order.
29.06. Rest Breaks

METRO shall provide paid rest breaks in compliance with the IWC Wage Order.
29.07. Travel Time Allowances
A. The travel time allowances will be paid to an Operator when required to travel between Operations and relief points, and/or relief points and Operations and/or between two (2) relief points. An Operator will not be relieved away from their home Base without continuous pay from time of relief until return to the Operator's home Base.
B. METRO equipment will be furnished to an Operator to travel between Operations and relief points, between relief points and Operations, or between two (2) relief points.

Travel and deadhead time allowances for the use of METRO vehicles between Operations and relief points will be based on a Side Letter posted and made available at Operations Bases.
C. If travel and deadhead times are found to be inappropriate at any time, METRO and the Union will negotiate on the issue of re-establishing new times.
D. Additional Bases or relief points may be designated or established by METRO with the understanding that the Union will be notified sufficiently in advance of the action to allow for negotiation on proper deadhead or travel time allowances.
E. An Operator placing themselves in position for service at an outside point instead of traveling on scheduled METRO vehicles shall be allowed the same travel time allowances provided in this Article. Where combination of service and travel time or other service conditions are involved, an Operator so instructed may be required to travel or perform service on METRO vehicles.
F. Travel and deadhead time will be considered as work time and subject to overtime rates, when applicable.

### 29.08. Description of Work Assignments

Each regular work assignment will have a designated signon and sign-off point and time, pay time for that assignment (including all straight time, overtime and applicable spread time premiums), and an outline of the service to be performed, including the block sheets. METRO will maintain at each Operations Base a copy of all work assignments on a current basis.

### 29.09. Establishment and Posting of Recurring Extra Assignments

All recurring passenger service work (including deadhead allowances and/or travel time in connection therewith) which is not included in regular, part time or extra spread assignments will be extra board assignments and posted in the Run Book, or on a bulletin board in the day room. Regular sign-on and sign-off points and times, and an outline of the service to be performed, including block sheets, will be set forth in the assignment sheet as posted.
29.10. Extra Spread Assignments

Regularly recurring Extra Board fragments which can be combined into work of at least seven (7) hours, five (5) days (Monday through Friday) per week shall be combined to create extra spread bids and shall be bid upon at the quarterly Operator bid according to classification seniority. An exception to this provision would be Part-Time Assignments.

### 29.11. Beginning/Ending of Day and Spread Limit

A day for an Operator begins at the time that the Operator is first required to report. It is understood that an Operator will be scheduled ten (10) hours of release time from duty before commencing a new day.

Spread time is the total elapsed time from the initial scheduled report time to final scheduled sign-off time in any given workday. No regular assignment will have a spread of more than eleven (11) hours. METRO will not schedule shifts to exceed thirteen (13) hours spread time for an Extra Board Operator, except in the case of regular assignments with bidded trippers which may exceed thirteen (13) hours, provided they are assigned at the previous day's Extra Board posting.

### 29.12. Pay for Infraction of Rest Period

When the rest period between the time of terminating one (1) day's work is less than ten (10) hours (unless resulting from voluntary change of runs or shifts at the quarterly bid or on a holddown or from other Operator requested shift changes), additional pay for each hour below ten (10) shall apply as follows:

1st hr. below ten (10): An additional one (1) hour's pay at the Operator's base wage rate;

2nd hr. below ten (10): An additional one (1) hour's pay for a total of two (2) hours pay at the Operator's base wage rate.
29.13. Paddle Boards

METRO shall provide Operators with paddle boards for scheduled work that is on a recurring basis. The paddle boards shall include pull-out and pull-in locations and times, time points and electronic destination sign codes. METRO shall also make available information sheets, whenever practical, that are descriptive of routes or lines, special operating conditions, and other miscellaneous information. METRO shall provide a list showing location of rest room facilities on each line.

### 29.14. Length of Assignments

The average work time on the weekday regular run cut computed on a system wide basis will not exceed eight hours and thirty minutes (8:30). METRO agrees that it will continue to use the nine (9) hour platform-time constraint when creating the daytime run-cut.
29.15. Meal/Rest Breaks

For the purposes of compliance with the provisions of Article 29.05 and 29.06 of this Agreement, and the I.W.C. Wage Order \#9, the Fall 2012, Winter 2012, and Spring 2013 Bids shall reflect
the incremental inclusions of additional running and recovery time. With the implementation of the Spring 2013 Bid, the added recovery time shall be deemed to be sufficient to meet the requirements of I.W.C. Wage Order $\# 9$ and Articles 29.05 and 29.06. The added recovery time shall be incorporated into the operating schedules, and formally scheduled meal breaks shall be removed effective with the Spring 2013 Bid.

## ARTICLE 30. CHOICE OF FULL-TIME WORK ASSIGNMENTS

### 30.01. Types of Assignments

Work assignments will consist of three (3) types: Regular Assignments, Extra Board Assignments, and Extra Spread Assignments. All Assignments will be made available on a classification seniority basis for sign-up at the Quarterly Bid.
A. An Operator having regular assignments or extra spread assignments which have, as part of the Operator's work, schedules which do not operate during portions of the bid period will also bid the Extra Board for these periods of non-operation. An Operator who has chosen a regular or extra spread assignment will bid by classification seniority for an order of report and will be polled regarding other options available to Extra Board Operators. The Operator will occupy this position during periods of non-operation. The Operator's days off will be those of the Operator's regular assignment or extra spread assignment. Except by mutual agreement between the Union and METRO, these affected Operators may not take hold-downs during these periods.
B. An Extra Board Operator shall be guaranteed work as stated in Article 26. Selection of work for the Extra Board shall consist of choice of Base, then order of
assignment, then two (2) consecutive days off.
Selection of order of assignment and selection of days off are bid on at the same time but independent of each other. Order of assignment and selected days off remain the same for the duration of the quarterly bid.

### 30.02. New Base and Relief Points

Additional bases or relief points may be designated or established by METRO with the understanding that the Union will be notified sufficiently in advance of the action to allow for negotiation of new procedures for work assignments.
30.03. Bid Sign-Up

Bid sign-ups for the purpose of the selection of assignments, days off and positions as Extra Board Operators shall be held quarterly during the year. At each quarterly Bid, an Operator shall choose Base and type of work assignment for the duration of the forthcoming quarterly period on a classification seniority basis regardless of the Base to which the Operator currently reports. The bid sign-up shall be conducted at each Base. The hours for bidding may be adjusted and the dates for bid sign-ups may be either advanced or postponed by mutual written agreement between the Union and METRO as the parties may deem advisable in the light of future developments.

Assignments shall take effect as listed below:

1. Mid-September
2. Mid-December
3. Mid-March
4. Mid-June

### 30.04. Sign-Up Procedure

A. Facilities and Representatives:

The Union and METRO shall jointly conduct the quarterly bid sign-up. METRO shall furnish the necessary facilities, equipment, and personnel for the sign-up. The Union shall designate and METRO will compensate one (1) Union representative per Operations Base to conduct the quarterly bid sign-up for all time spent in conducting the sign-up. All other costs will be covered by METRO. METRO and the Union shall each designate one (1) spokesperson and each shall be the sole spokesperson of the group for which they are designated to speak. Each Operator shall have fifteen (15) minutes to select a work assignment. An Operator shall bid for Annual Leave in accordance with Article 13.
B. Posting of Work Assignments for Quarterly Bid:

It is METRO's responsibility to submit the bid schedule to the Union seven (7) calendar days prior to posting. The bid schedule shall include all known recurring passenger service work performed by METRO. Bids containing known periods of non-operation shall be asterisked, and known days of non-operation noted in the bid schedule. All work not included in the regular assignments and extra spread assignments shall be separated into biddable and non-biddable trippers.

A list containing the length of the buses likely to be assigned to each regular run block and extra spread assignment for the duration of the quarterly bid will be included with the bid schedule.

A list, showing all Operators eligible to bid for assignments, holiday(s) and Annual leave in order of classification seniority, shall be posted at each Operations base. The list shall contain the date and time that each Operator must report to bid the Operator's assignment, holiday(s) and Annual Leave. METRO shall provide a copy of the bid schedule to each Operator eligible to bid. A master copy of the bid schedule and the scheduled order of sign-up shall be posted at each Operations Base and kept current by the Union representative for the duration of the bidding.

## C. Bidding:

Bidding for assignments will be completed thirteen (13) calendar days before the assignments take effect. The bidding time will be mutually agreed upon by METRO and the Union. It shall be the responsibility of each Operator to bid or submit a written proxy, or proxy by telephone. If working at the time and desiring relief, it shall be the Operator's responsibility to request a relief from the Scheduling Department in writing, on a "Request for Time Off" form. The request shall show the Operator's name, date, and time they are to be present to choose the Operator's assignment and time desiring relief and location (nearest point to home Base). Submittal of request will not guarantee relief.

## D. Proxy Bid:

In the event an Operator is unable to be present at their scheduled time, the Operator may submit a written proxy bid with a list of bid choices in order of preference to the Union representative, who shall bid for that Operator. An Operator not bidding by written proxy is allowed to bid by phone at the completion of a
route or at a designated Transit Center. The phone proxy shall be completed prior to the end of the Operator's scheduled bidding time.

In the event an Operator fails to bid at the Operator's appointed time, the designated Union Bid Representative may make a selection for the Operator prior to the next Operator making their selection. The Union Bid Representative's selection will be final and binding on the Operator and that selection will not be subject to the grievance and arbitration process. If the Union Representative cannot bid for the Operator, the Operator will bid at the conclusion of the Operator's bidding day.
E. Eligibility to Bid:

METRO will determine which Operators are eligible to bid. To be eligible to bid if absent due to illness or injury the Operator must present written documentation from a medical provider of fitness for duty so as to be able to work one (1) signed on workweek beginning within the first thirty (30) calendar days after commencement of the new bid. Annual Leave signed on at least six (6) months in advance of the commencement of the bid and scheduled during the first thirty (30) calendar days of the bid, shall be considered time worked for the purposes of this Section.

An Operator who does not return to work during the thirty (30) day period shall, upon return to work, be assigned to the Extra Board for the duration of the bid under the provisions of Article 31.05. It is METRO's responsibility to give notice of the bid sign-up to an Operator on leave at the Operator's most recent
address in the files of METRO. METRO will give the Union written notification that the action has been taken. It shall be the responsibility of an Operator on leave to inform METRO and the Union in writing by the date and time specified in the letter if the Operator will be ready and able to work during the new Bid. An Operator on leave failing to provide written notification to METRO and the Union shall be ineligible to bid. An Operator on leave who is ineligible to bid shall be allowed to exercise classification seniority on the Extra Board when returning to work, under the provisions of Article 31.05.

The provisions of this section apply solely to qualifications to bid on work assignments and holiday assignments, and shall in no way prohibit an Operator from bidding for Annual Leave at the quarterly bid signup in accordance with the provisions of Article 13. An Annual Leave bid proxy shall be submitted by each Operator by $5: 00 \mathrm{pm}$ of the day the Operator is scheduled to bid for Annual Leave in accordance with the Operator's seniority. In the event an Operator fails to submit their Annual Leave proxy by the 5:00pm deadline, but does submit the Operator's Annual Leave proxy, time stamped no later than 12:00 midnight of the Operator's day to bid for Annual Leave, the affected Operator's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for the Operator's Annual Leave bidding day. The seniority lost by that placement shall determine the Operator's eligibility for Annual Leave as noted on the Operator's proxy.

In the event more than one (1) Operator misses the 5:00pm deadline on the same day of bidding, the
affected Operators shall be ranked for choice of Annual Leave by their respective classification seniority numbers in relation to each other.

Failure to meet the final midnight deadline shall result in placing the affected Operator(s) at the bottom of the bid list for that bidding period for choice of Annual Leave. An Operator who fails to submit the Operator's Annual Leave proxy by the completion of the entire bidding period shall forfeit the Operator's right to bid Annual Leave for the period.

## F. Holiday Bidding:

An Operator shall bid for Holiday work assignments and time off on holidays listed in Article 12.01A in conjunction with the quarterly bid sign-up. The holiday sign-up shall be for holidays occurring within the upcoming bid period. An Operator shall choose by classification seniority an assignment, an extra board slot, or time off for the holiday schedule as defined in Article 12.05. An Operator must choose a work assignment or time off. If no days off remain, the Operator must choose a work assignment.

When work is available for Hwy 17 service, and no other METRO service is operating, the bidding for such work shall be based on seniority with the first right of refusal for those operators whose regular day of work is that day.

A waiting list for time off on holidays will be established during the quarterly bid. The waiting list shall consist of ten (10) spaces. If an Operator elects to take a holiday off and the calendar is full for that day, the Operator
may choose to enter their name on the waiting list, provided there are spaces available.

No shift change request by an Operator provided for in Articles 30.09C or 31.04 to change assignments or extra board order of report will be honored for holiday work and New Year's Eve, except by mutual agreement of the Union and METRO.

METRO reserves the right to change the order of report of an Operator to prevent a violation of the required ten (10) hour rest period under the provisions of Article 31.04C(1).

METRO reserves the right to change the order of report of an Operator to prevent a violation of the required ten (10) hour rest period under the provisions of Article 31.04C(1).

In cases where an Operator has not chosen work for the holiday because of ineligibility to bid, trading of assignments or hold-downs, the Operator will be placed on the Extra Board according to Article 31.05. The Scheduling Department shall notify an Operator when a change in status may affect the Operator's choice of Holiday work assignment. It will be the responsibility of the Operator to return the notice with a preference for displacement on the Holiday Extra Board in accordance with Article 31.05. If the Operator fails to submit a preference to the Scheduling Department prior to 10:00am the day preceding the holiday, the Operator shall be assigned work so as not to violate the eight (8) hour sleep rule.
G. Bid Results:

All Operator seniority lists used for bidding and bid results shall be posted in each Base where they shall be visible to all Operators and kept up to date.
H. Allowance for Rest Time:

An Operator not rested to take over the Operator's new assignment on the day it is effective will be allowed to pick up the Operator's assignment at a regular relief point after the required eight (8) hour rest period. The Operator will be guaranteed the full earnings of the assignment as stated in Article 26.
I. Bids and Work Review:

As long as METRO prepares prepackaged bids, METRO and two (2) representatives designated by the Union shall meet at least once per quarter in order to discuss contract compliance and for the Union to specify preferences for day off distributions for regular and Extra Board assignments.

### 30.05. Change in Operator's Work Assignment

If it becomes necessary for METRO to change an Operator's regular assignment, which results in an increase in mileage without additional time, or any change in the sign-on or sign-off time greater than seven (7) minutes, METRO must obtain, prior to the change, the written approval of the Union and Operator affected. If the Operator and the Union do not agree to the change, the assignment may not be changed. If the Operator and the Union agree on the change, the Operator shall work the new assignment and shall receive not less than the Operator would have been paid under the applicable provisions of this Agreement as though the assignment had not been changed.

### 30.06. Notice of Route and Service Changes

All route and service changes shall be finalized and submitted to the Union a minimum of fifty-five (55) calendar days prior to the first day of the scheduled Bid in which the changes will take effect.

Any new work added after the submission date shall be submitted to the Union for determination of how it shall be worked.

If after submission of route and service changes, or the implementation of service changes in a particular bid, an Operator identifies route/scheduling deficiencies, the Operator shall submit documentation of the specific deficiencies to the Schedule Analyst who shall forward them to the Transit Planner. Modifications which are mutually agreed upon and implemented shall be incorporated into the next bid.
30.07. Biddable Trippers

Biddable trippers will be put up for bidding by the regular Operators at the quarterly bid. Seniority and the ten (10) hour drive time rule shall be used to determine eligibility for selecting biddable trippers. An Operator may choose a maximum of three (3) biddable trippers during the initial bidding cycle. Any trippers left over shall be re-posted at the end of the initial bidding cycle and re-bid in accordance with seniority. In order to be eligible for overtime on trippers, an Operator shall have worked their regular assignment for that day.

A regular Operator may bid upon a biddable tripper to be worked in addition to the Operator's regular or extra spread assignment, providing there is no violation of hours of service or driving time regulations. The Operator may bid only one (1) biddable tripper in combination with each regular or extra spread daily work assignment. The Operator must work the biddable
tripper every day they are available to do so. An Operator may not bid trippers for the Operator's scheduled days off.

Biddable trippers will be posted and bid concurrently with the regular quarterly bid on a classification seniority basis. Biddable trippers not selected at the quarterly bid sign-up shall be treated as a fragment for the rest of the bid. Any signed-on biddable tripper shall be considered a part of, and shall remain a part of the Operator's regular work assignment for the duration of the Bid cycle.

Travel time allowance on signed-on biddable trippers shall not be paid unless the Operator is actually required to travel.
30.08. Adjusting Staffing

Staffing levels shall be adjusted for the remainder of the quarterly bid when a work assignment is vacated for whatever reason and that vacancy will continue until the end of the Bid. A regular assignment or extra spread assignment shall be considered vacated when it remains unchosen for hold-down by the home base Extra Board for two (2) consecutive postings. An Extra Board slot shall be considered vacated when the number of Extra Board Operators is reduced by one or more Operators as defined by the number of Extra Board Operators filling slots during the quarterly bid process. Vacancies beginning within two (2) weeks of the end of the bid shall not require adjusting of staffing levels. Vacated assignments will be posted and made available to all Operators at the other Base for bidding. Regular and Extra Board Operators may bid for vacated work assignments on a classification seniority basis. In the event that no Operator bids for the work assignment, Extra Board Operators, in inverse order of classification seniority, may be transferred for the remainder of the quarterly bid. The Operator(s) awarded the work assignment shall be placed on the Extra Board according to Article 31.05 when commencing work at a new Base. An
involuntarily transferred Operator shall receive an additional five percent (5\%) pay over the Operator's base wage rate each time the Operator is transferred involuntarily during the quarterly bid. METRO may adjust staffing during each quarterly bid. When a new Probationary Bus Operator enters revenue service, in accordance with Article 31.05, an Operator involuntarily transferred may elect to return to the Operator's home Base, and resume the Operator's original Extra Board assignment.

### 30.09. Trading Assignments

A. An Operator may trade their entire weekly work assignment for the duration of the bid. An Operator may also trade any part of their weekly work assignment (subject to the approval of the Operations Manager) for the duration of the bid. The Operator will furnish the Scheduling Department with a written request to trade the Operator's work assignment. The Scheduling Department may post the request for trade for no less than five (5) days. Only a working Operator may sign on the list for trade of assignment. At the conclusion of the posting period, the Operator trading their work assignment will then choose from the list of work assignments offered for trade. In the event that the Operator chooses to trade their assignment with an Extra Board Operator, the Operator shall assume the position and days off of the Extra Board Operator and retain all rights of the position.

In the event that the Operator requesting to trade their work assignment does not select a choice from the list, the Operator may elect to keep their assignment, or be assigned to the AM/PM breakpoint of the Extra Board, have days off assigned by the Scheduling Department, and shall forfeit the right to bid for holddowns for the remainder of the quarterly bid.
B. An Operator may trade their daily scheduled assignment or days off with another Operator within the same payroll week by written request. The request must be submitted to the Scheduling Department by 10:00am of the day prior to the requested day. It is further agreed that no trades will be permitted which would result in a violation of the Operator's eight (8) hour rest period for the following day and that the premium referred to in Article 29.12 shall not be paid to an Operator as a result of a trade.
C. An Operator may also request shift changes from the Scheduling Department. An Operator may request no more than five (5) shift changes per quarterly bid, including the daily shift changes outlined in Section B above.

### 30.10. Hardship Cases

If a medically restricted Operator is working a limited duty position with an established pay scale which is less than the Operator's base wage rate, METRO shall supplement either California State Disability Insurance or Workers Compensation payments so that the Operator shall receive no less than eight (8) hours pay per day, forty (40) hours pay per week at the Operator's base wage rate.
A. In order to qualify for a limited duty position, an Operator must be able to return to unrestricted status within a period of sixty (60) calendar days. In special circumstances, the CEO/General Manager may waive this time limitation.
B. A permanently restricted Operator shall be considered for vacant positions for which the Operator is qualified before someone outside METRO is employed. An

Operator interested in vacant positions should contact METRO in order to be considered for the positions. Qualifications for the positions will be determined by METRO. An Operator selected for the work shall be paid at the salary level of the position that they are filling.

## ARTICLE 31. METHOD OF HANDLING EXTRA BOARD

### 31.01. Definition of Extra Board

An Extra Board is a list of available Extra Board drivers and available work, posted on a daily basis.

An Extra Board will be established. An Operator choosing an Extra Board Assignment will work temporary vacancies in regular, extra spread and part-time work assignments, trippers which have not been bid, special assignments and point. METRO shall determine the number of regular shifts to be worked.

After accounting for regular and extra spread work assignments, METRO shall establish Extra Boards the size of which is appropriate to the work to be performed, dependent on the needs of the service.

### 31.02. Posting Assignments

Extra Board Assignments will be assigned to an Extra Board Operator on a daily basis. Consistent with the requirements of service, and to the extent practicable, METRO will post trippers and runs on the detail sheet by $2: 00 \mathrm{pm}$ of the day prior to assignment if they are known at the time of preparation and posting.

Each known work assignment will pull out from the home Base originally assigned to it during the bid sign-up. Operators may call Dispatch for their assignment at any time after the posting of the detail sheet.

### 31.03. Filling Vacancies

When filling regular assignments with an Extra Board Operator, the extra Operator may be given the entire assignment, provided that no violation in driving time and/or required rest would occur. In the event that a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations shall be assigned. In the application of this Section, it is understood that the relief shall be made at the home terminal or regular relief point on the last trip before the violation would occur. If an Operator on point is required to work an entire assignment or run that begins prior to their scheduled report time, the Operator shall be paid from the appropriate scheduled sign-on time of that assignment. In any event, the Operator shall not be required to begin the assignment before the Operator's originally scheduled sign-on time.

### 31.04. Determining Assignments

A. Work assignments for an Extra Board Operator shall be assigned as follows: An Extra Board Operator shall bid one (1) slot on the Extra Board posting board by order of seniority. The number of slots shall be equal to the number of Extra Board Operators at each Base at the time of the bid. Work shall be assigned in order of signoff time, beginning at the last slot and working toward the first slot, with the shift with the latest sign-off time going to the last available Operator with the highest number and the shift with the earliest sign-off time going to the first available Operator with the lowest number.

If two (2) or more pieces of work sign-off at the same time, the assignment order shall be determined so that the Operator with the lowest numbered position (earliest) gets the earliest report and the Operator with
the highest numbered position (latest) gets the latest report. There shall be no guarantee of work assignments being in any general time period. The only guarantee shall be the sequence of work assignments, with the following exceptions.
B. An exception to the order of sign-off rule will be for point, which will be assigned in order of actual sign-on time in relation to the actual sign-on times of shifts.
C. METRO reserves the right to move an Operator from the regular order of work assignments for the following reasons:

1. To prevent a contractual violation in the area of required ten (10) hour rest period.
2. By written request, in advance, from an Operator for a specific date and time period. The Scheduling Department shall allow four (4) requests per day. Requests shall be honored by earliest time-stamp. An Operator is limited to five (5) requests per quarterly Bid and these requests will only be counted if the Operator is released by the time requested. Exceptions to this limit on requests are: medical appointments for open workers' compensation claims, hold-downs, quarterly bid changes and Union business. Additional limitations to these provisions are outlined in Article 30.09B.
3. For any other reason deemed necessary by METRO to meet contractual obligations or for the continued service to the public.

In all above cases, METRO shall notify the Union on a form called "Notice of Change of Extra Board

Assignments", as agreed by the Union and METRO, with the reason for a case \#3 occurrence stated in detail.

### 31.05. Displacement

Displacement is the exercise of an Operator's classification seniority in displacing a junior Operator whenever applicable.
A. An Operator returning from a leave of absence, injury, transferring Bases or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment only. Consecutive days off shall be assigned by the Scheduling Department.
B. In the event that all Extra Board slots are filled during the bidding process and remaining Operators elect to join the Extra Board, or in the event a new Operator enters service when bidding is completed, or in the event of an Operator vacating their assignment after choosing not to trade their assignments in accordance with Article 30.09, the affected Operator shall be assigned to the AM/PM breakpoint of the Extra Board. The AM/PM breakpoint will be determined each bid by the Union. This information will be forwarded by the Union to the Scheduling Department.

### 31.06. Run Around

An Extra Board Operator who is given a definite assignment on the Extra Board out of the correct order of assignment as defined in Articles 31.03 and 31.04 or who has their assignment changed after the Extra Board is posted shall be paid a run around allowance of two (2) hours at the Operator's base wage rate. A definite assignment on the Extra Board includes line of the work or run involved as well as the report and sign-off times.

### 31.07. Double Scheduling

When two (2) Operators are scheduled for the same assignment, the regular Operator, if any, will work the assignment. The second Operator, assigned the work on the Extra Board or according to the provisions of Article 27, may be assigned point for eight (8) hours or may be assigned another work assignment, but in any event shall be guaranteed what the Operator would have been paid for that assignment. If the second Operator is required to work beyond their originally scheduled final sign-off time, the Operator shall be paid an additional premium of two (2) hours.
31.08. Point
A. Definition:

Point is defined as a daily assignment on the Extra Board consisting of a guaranteed sign-on time at the Extra Board Operator's home Base. Point sign-off times may be included in the Extra Board work assignment to fill out an Operator's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04 or Article 30.09C. An Operator on point shall be available at the Operator's designated sign-on time for immediate assignment, in accordance with Article 26.04B and Article 31.08B, to work not posted on the previous day's Extra Board or for work which becomes available because of the absence of its assigned Operator. An Extra Board Operator assigned point shall be available for necessary inspection of buses, movement of buses required for the maintenance of schedule in cases of mechanical breakdown, and operation of buses in revenue service to aid in maintenance of schedule, as may be required during the course of their day.

No Extra Board Operator shall be required to perform work not specifically covered under the provisions of this Agreement. However, when an essential function of METRO is not being performed by METRO employees normally assigned to the work, because of circumstances beyond the control of METRO, an available Operator, with the Operator's consent, may be used to perform the work.
B. Minimum Report Pay:

An Extra Board Operator, having punched in on a point assignment, may not be removed from pay status until four (4) hours have elapsed from sign-on time, except at the end of a day to make up the eight (8) hour guarantee. The four (4) hour minimum shall not apply if the Operator voluntarily elects to waive it.

### 31.09. Additional Spread Pay Provisions

When an Extra Board Operator works a twelve (12) or more hour spread for three (3) or more days in their workweek, one (1) additional hour, at the Operator's base wage rate, will be given for that week, upon written request of the Operator.

### 31.10. Need for Additional Operators

When there is need for an additional Operator, the Operator(s) shall be called to work according to the procedures of Article 27.03 .

## ARTICLE 32. HOLD-DOWNS

32.01. Definition of Hold-Down

For the purpose of this Article, a hold-down is defined as a vacant weekly work assignment. Vacancies of seven (7) or more calendar days, which are foreseen, shall be posted for bidding.

An Extra Board Operator on hold-down shall be considered to be a regular Operator and be subject to all items and provisions of this Agreement applying to a regular Operator for the duration of the hold-down.

### 32.02. Hold-Down Posting

Each Friday, no later than 5:00pm, hold-downs, which begin within six (6) and twelve (12) calendar days from that date, shall be posted for bidding. The hold-down bid shall remain posted until 10:00am of the Tuesday following the original posting.
32.03. Hold-Down Bidding

An Operator who bids on a hold-down must be available to work the full assignment posted for bid. Previously signed on Annual Leave of up to twenty-five percent (25\%) of the duration of the hold-down shall not disqualify the Operator from being awarded the hold-down. Requests for Annual or General Leave which if approved would exceed $25 \%$ of the hold-down shall be denied. An Operator may only bid on hold-downs that are available in the Operator's home Base. Each hold-down shall be awarded to the most senior Extra Board Operator bidding on that hold-down. Hold-downs shall be awarded and assignments posted concurrent with the posting of the daily Extra Board schedule on the Wednesday following the posting of the holddown bid.

### 32.04. Duration of Hold-Down

Hold-downs shall be either of fixed duration or indefinite duration. Fixed duration hold-downs result from known absences due to vacation or other reasons. Indefinite duration hold-downs result from long term absences due to illness where no specific return to work date is known. Indefinite duration hold-downs posted at the beginning of a new bid shall be re-posted at the end
of the first thirty (30) days of the bid if the bid Operator has not returned to work during that time as referred to in Article 30.04E.

Any Operator awarded a hold-down according to the terms of this Article must hold the work assignment until the regular Operator returns or until the expiration date of the hold-down. In notifying an Operator of the end date of an indefinite hold-down METRO shall notify the Operator on hold-down in person or by telephone as soon as METRO learns the date of return of the regular Operator. If METRO is unable to contact the affected holddown Operator, they shall be considered to be on the hold-down for the purposes of report time until the time as the Operator is properly notified of its end date. If a work assignment remains unbid, it shall be made available to the Extra Board on a daily basis through the following Thursday. If, on the following Friday the vacancy still meets the above criteria for posting, it shall be reposted for bidding.

### 32.05. Hold-Down Days Off

Beginning the Thursday immediately following the award of the hold-down, the Operator shall assume the days off of the hold-down. An Operator shall keep the days off of the hold-down through the Wednesday following the end of the hold-down.

## ARTICLE 33. SPECIAL ASSIGNMENTS

### 33.01. V.I.P. Specials

V.I.P. specials are non-revenue vehicles used by METRO at the request of Officers or Board members of METRO for public relations and employee relations purposes. In the staffing of V.I.P. specials, METRO reserves the right to select an Operator for these purposes. It is understood that an Operator used in this type of service will be protected and paid under the terms of this Agreement.

### 33.02. Vehicle Pickups and Deliveries

When coaches are brought from or returned to areas outside METRO boundary by SCMTD personnel, Bus Operators covered by this Agreement shall operate the coaches. METRO and the Union shall mutually agree on the criteria for the selection of Operators used under this Section. METRO shall provide compensation to chosen Operators, including, but not limited to: meals, board and room if necessary, pay for all hours worked and transportation time, including all hours worked overtime, and compensation for in-flight insurance equal to $\$ 50,000$. It is understood that an Operator used in this type of service will be protected and paid under the terms of this Agreement.

### 33.03. Other Special Assignments

METRO may establish special assignments, which may include Vault Puller-PM and Revenue Collection Assistant, to be filled prior to each quarterly Bid from a sign-up list of available and interested Bus Operators. The selection shall be confirmed before the beginning of the quarterly Bid sign-up. These assignments shall be for the duration of the Bid, shall have a definite sign-on and sign-off time, and be paid at the Operator's regular wage rate. Nothing shall preclude an Operator on special assignments from making themselves available for overtime on the "Call for Additional Operators" list.

METRO may establish other special assignments for which an Operator may apply in advance. These assignments may include non-passenger service work or a combination of passenger service work and non-passenger work. The Union and METRO shall collectively bargain in good faith on conditions for the assignments in advance. No Operator shall hold these special assignments for longer than six (6) months if another qualified and interested Operator applies.

When METRO establishes the new position of Base Dispatcher-Special Assignment, it shall be filled by an Operator holding seniority under this Agreement, subject to qualification and training. The Union and METRO will meet to collectively bargain in good faith on conditions of employment. Such positions will be paid at standard Operator rates.

## ARTICLE 34. OPERATOR SAFETY

34.01. $\frac{\text { Reimbursement in Event of Robbery, Theft or }}{\text { Unprovoked Attack }}$ Unprovoked Attack

METRO agrees to replace the following items or reimburse their cost to an Operator if it is shown that the items were lost or damaged as a result of a robbery, theft and/or unprovoked attack on the Operator while on duty, provided that the robbery, theft and/or unprovoked attack is reported to the appropriate law enforcement authorities. For the purposes of this Article, theft shall be defined as the carrying away of the Operator's personal property without the permission of the Operator.
A. Replace and/or repair broken glasses; repair, clean or replace uniforms damaged, soiled or taken from the Operator during the course of a robbery or unprovoked attack.
B. Replace or reimburse to the Operator, not to exceed one hundred dollars (\$100), the value of a standard watch, as required by METRO.
C. Reimburse up to one hundred dollars (\$100) of personal funds or miscellaneous items carried by the Operator at the time of the robbery, theft or unprovoked attack. If the Operator recovers their property, the Operator shall return to METRO the payment they received for the reimbursement.

### 34.02. Payment for Time Lost

A. It is further agreed that if the Operator is physically injured as a result of robbery, or as a result of an unprovoked attack by another person which is reported to the appropriate law enforcement authorities and the injury results in a loss of time, the Operator shall be paid for the balance of their assignment, or in the case of an Extra Board Operator, they shall be guaranteed the hours of the assignment of the day on which the injury occurred.
B. When an Operator suffers acute traumatic physical or mental injury as an immediate result of witnessing or being physically involved in a vehicular accident or assault while in the performance of duties, and the injury results in a loss of time from work, the Operator shall be paid up to eight (8) hours per day or the Operator's regular assignment, whichever is greater, at the Operator's regular rate of pay for time lost up to three (3) days, provided that a police report is filed and a copy of the report is forwarded to the Manager of Operations. Total compensation, including payments from Workers' Compensation, if any, shall not exceed the Operator's daily pay time rate. Time lost shall be considered scheduled days off and payments shall not be charged against Sick Leave or Annual Leave. This policy does not apply to cumulative trauma, such as back pain or nervous stress.
C. An Operator required to wear prescription glasses as a condition of the Operator's license to drive, whose prescription glasses are lost or damaged as a result of a robbery or unprovoked attack while working, will be compensated up to a maximum of eight (8) hours pay
for the time lost while the glasses are repaired or replaced.
34.03. Payment for Personal Losses Due to Accident

METRO agrees to pay for uniforms damaged and up to seventy-five dollars (\$75) for personal property damaged or lost, due to vehicular accident while operating METRO equipment.

## ARTICLE 35. OPERATING POLICY

35.01. Service Planning and Review Committee

The Union and METRO shall convene a Service Planning and Review Committee which shall study and make recommendations on running times and interlining of routes, schedules, time points, and bus stops. The Service Planning and Review Committee shall meet monthly and shall make recommendations to the CEO/General Manager for implementation of operating changes. In denying any recommendations made by the Service Planning and Review Committee, the CEO/General Manager shall provide a written justification supporting their reasons for denying the recommendation, which shall be provided to the Union at the next monthly meeting. The decision of the CEO/General Manager shall be final.

The Service Planning and Review Committee shall consist of four (4) Union representatives and three (3) METRO representatives. At METRO's discretion additional staff representatives may be added. Both parties shall have four (4) votes on the Committee. The committee shall be chaired by one (1) member of the Union and one (1) member of METRO.

METRO shall release from work without loss of compensation four (4) designated Union representatives for time lost in meetings of the Service Planning and Review Committee.

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In certain circumstances the co-chairs may agree to invite members of the Board of Directors to provide information to the committee.
35.02. Schedule Adjustments

METRO will use available buses and point Operators to make necessary adjustments to alleviate schedule adherence problems. Blocks which currently contain runs of forty-five (45) minutes or less, will receive priority for schedule adjustments.
35.03. Maintenance of On-Time Performance

METRO and the Union recognize that efficient route planning and reasonable working conditions require the provision of adequate running time and recovery periods for the purpose of maintaining a high level of on-time performance.

### 35.04. Route Review

If there are consistent occurrences, not caused by temporary conditions, where recovery times are scheduled in individual routes, yet not generally realized, the Union may invoke a corrective action as follows:

1. An Operator or the Union will provide a written account of the specific problem, and specific trips involved.
2. This information shall be forwarded to the Manager of Operations.
3. The Manager of Operations and the Service Planning and Review Committee will verify the account with independent time checks and recommend corrective action, if warranted.
4. Corrective action is warranted if the findings corroborate the Operator's time study. Corrective action shall be implemented if the CEO/General Manager accepts the recommendation within the timeframes of the construction of the schedule for the following bid.
5. Corrective action may include but not be limited to re-interlining of the affected block(s), route redesign, schedule adjustments or adjustment of time points. These corrective actions may be taken individually or in combination as required.

## ARTICLE 36. SAFETY AND ACCIDENT REVIEW

Preamble
METRO's primary responsibility is rendering safe and efficient transportation. METRO affirms its obligation to comply with all Federal, State and local regulations concerning safe transit operations and occupational health, safety, and training of an Operator. METRO will take all steps necessary to insure Operator health and safety, including abatement of any safety and health hazards, to create a safe working environment. To this end, the Union and METRO will establish the following committees:

### 36.01. Accident Review Committee

The Accident Review Committee shall be composed of two (2) representatives of METRO management and two (2) members of the representation unit designated by the Union. Each side shall have a reasonable number of silent observers. This Committee shall be responsible for accident review and shall meet at least monthly to review chargeability recommended by METRO.
A. Access to Records

1. METRO shall conduct a post-accident vehicle inspection upon request of the Operator and shall report the results within ten (10) days to the Accident Review Committee and the Operator.
2. The Committee established by this Article shall have complete access to all pertinent records. This shall include but not be limited to any and all documents filed or used by METRO employees, witnesses, and police reports, excluding any materials prepared, maintained, or used in litigated matters.
B. Recompense for Members:

All Operators who are Accident Review Committee members shall be reimbursed by METRO at their current rate of pay for all time spent in Committee work. METRO shall release members from work when METRO scheduling conflicts with Committee work.
C. Scope of Committee Responsibility:

1. Accident Review Committee:

The Accident Review Committee shall be responsible for reviewing the circumstances surrounding motor vehicle, equipment, or passenger accidents involving SCMTD Bus Operators, and to make determinations as to whether the accident is considered either "chargeable" or "non-chargeable" as outlined below. All actions of the Accident Review Committee shall be a majority vote of the members in attendance and voting; however, a

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minority opinion may be attached to any
Committee determination and submitted to the Manager of Operations or his representative. If there is a tie vote, the accident will be referred to a mutually agreed upon representative of the California Highway Patrol, for final determination. METRO and the Union agree to share this cost, if any. If an accident is referred to the California Highway Patrol for final determination, both parties will submit their appeal jointly within thirty (30) days of the tie vote. The parties may extend this time line by mutual agreement.
2. Accidents Defined:

An accident shall be defined as any event involving an SCMTD employee while driving METRO equipment (including startup and shutdown) in which any property damage or personal injury results, regardless of how slight.
a. A chargeable accident is defined as an accident resulting from the failure of the Operator to:
i. obey all traffic laws
ii. recognize the rights of others
iii. use due care in the operation of the Operator's equipment
b. A non-chargeable accident is defined as an accident resulting from circumstances beyond the control of the employee and in which the employee exercised either defensive driving and/or due care. Any event

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resulting from the direction of an onsite supervisor or law enforcement personnel shall be considered a non-chargeable accident. This does not relieve an Operator from exercising due caution.
3. Procedures for Reviewing Accidents:

Each month METRO shall review the accidents of the previous month. All cases reviewed will be forwarded to the Union. Accident information forwarded to the Union shall include all cases reviewed, occurrence reports, supervisor reports, police reports, photographs, and courtesy cards. The Accident Review Committee shall meet at least seven (7) working days after the receipt of all pertinent accident information by the Union.

All accidents involving Bus Operators shall be reviewed by the Accident Review Committee to determine whether or not the accident was chargeable. Employees involved in accidents shall not be present when the Committee members are voting. Bus Operators and Supervisors shall excuse themselves from the proceedings when an accident that they are involved in comes up for review. In this event the silent observer will be allowed to speak and vote in the determination of the case. In cases where more investigation is needed to determine "chargeability" or "nonchargeability" the parties agree to "holdover" a determination until the next scheduled Accident Review Committee meeting.
4. Appeals of chargeability shall follow the schedule outlined below:

Appeals of monthly accident review results may be made at the following monthly meeting if new evidence is made known. The Union will notify the Committee members of all appeals. The employee involved in an accident may attend, upon request and without pay, the appeal session in which they have new evidence to present.

New evidence shall include witnesses, photographs, police reports, physical evidence, and expert testimony by recognized authorities.

New evidence shall not include altered statements by either Operators or Supervisors who have a responsibility to provide a full report of events within time lines. However, clarifying statements submitted by either side that recall events surrounding a particular accident might be considered.
5. Broken Mirror and Clearance Lamp Policy: Any event where a mirror head, the mirror arm or clearance lamp is damaged to the point of replacement constitutes an accident. Broken glass or a spot mirror falling off shall not be considered an accident. Broken clearance lenses, bulbs, or lenses falling off the bus, shall not be considered an accident.
6. Documented Obstacles and Hazards:

Any event, which occurs while driving a METRO involving a previously reported and documented obstacle or hazard that impedes the safe path of

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travel shall be considered a non-chargeable accident, if the hazard has been verified in writing by the CEO/General Manager.
36.02. Health and Safety Committee
A. Purpose and Composition of Committee:

The Health and Safety Committee shall be composed of an equal number of Union and management representatives. The joint Committee shall meet quarterly or more often at the request of either party to consider potential and actual safety, health and training matters affecting an Operator within the representation unit.

The joint Committee shall perform the following functions:

1. The Committee may make necessary inspections of the work site and equipment where problems have been reported and make recommendations for the correction of unsafe or unhealthy conditions or work practices.
2. The Committee shall be notified by the employer of any proposed measurement by government inspectors or employer consultants of worker exposure to any potentially dangerous conditions and be invited to attend these measurement procedures. METRO will also notify the Committee of any toxic substances within its knowledge to which an Operator may be exposed.

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B. Access to Records:

The Committee established by this Article shall have complete access to all pertinent records, excluding personnel files.

1. METRO will respond at Health and Safety

Committee meetings to notices contained in Operator Comment Sheets on unsafe or unhealthy conditions existing in METRO.
2. The Committee will review and analyze all reports of industrial injuries or illness of members within the representation unit, and recommend rules and procedures for the prevention of injuries and for the promotion of the health and safety of Operators.
C. Recompense of Members:

METRO will release from work without loss of compensation two (2) designated Union members for time spent in meetings of the Health and Safety Committee.
D. Review by Outside Health Professionals:

In the event that the parties to this Agreement cannot mutually agree to a resolution of a difference over a safety and/or health question, the Committee may ask the advice, opinion or recommendation of consultants and authorities on health and safety matters. METRO or the Union shall have the right to call to the property these experts and authorities, as well as International representatives of the Union, having expertise on matters under dispute; they shall be permitted to make examinations, investigations and/or recommendations
for rectification of the problems addressed. The costs of the outside professionals shall be shared equally by both parties.

### 36.03. Equipment Safety

A. No Operator shall be required to operate a METRO vehicle which does not have brakes, horn, steering, safety equipment, defroster, Operator seat, heater, windshield washer and wiper, sun visor, mirrors, head lamps, brake and tail lights each in correct adjustment and proper working order. METRO agrees that all equipment in revenue service should be equipped with an operable radio. No bus will be used in revenue service without a working radio after 7:00pm or prior to 5:00am. It is the responsibility of METRO to see that all reported defects are checked and corrected before the bus is returned to service.
B. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:

1. An Operator shall report health or safety hazards to their immediate supervisor upon discovery.
2. If the supervisor is unable to abate the hazard, the supervisor shall refer the matter to the Assistant Operations Manager or Operations Manager. An Operator may refer a safety hazard directly to the Operations Manager or CEO/General Manager if the supervisor is unavailable or unable to abate the safety hazard.
3. If METRO is unable to abate a safety hazard, and an Operator has been assigned a task, which could cause immediate illness or injury, or in the

Operator's good faith belief puts the Operator or another person in danger of serious physical injury, the Operator may refuse to perform the task. An Operator's refusal in good faith to perform the task shall not be just cause for discipline provided that the Operator's good faith belief is based on ascertainable, objective evidence supporting the Operator's conclusions. No Operator shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations.

### 36.04. Expedited Appeals for Health and Safety Matters

In the event the parties to this Agreement cannot resolve a difference arising over a safety and/or health question, the issue shall be immediately discussed in an emergency meeting at the final step of the grievance procedure. If it cannot be resolved after the meeting and there is no agreement to extend discussion of the matter, then the Union and METRO will refer the matter to a special Health and Safety Appeals Panel for recommendation as outlined in this Section.
A. The Union and METRO will mutually agree on the composition of the Panel. The members of the Panel shall be health professionals with expertise in the matters in question and/or having particular experience with the occupational hazards experienced by members of the bargaining unit. The Panel shall meet within three (3) days of the Union's request or as soon thereafter as practicable. The Panel is encouraged to expedite its recommendation.
B. METRO shall begin implementation of the recommendation of the Health and Safety Appeals Panel within twenty-four (24) hours after receipt.
C. The costs of the Health and Safety Panel shall be shared equally by both parties to this Agreement.

## ARTICLE 37. SPECIAL PAY PROVISIONS

### 37.01. Making of Reports

A. An Operator shall be paid up to sixty (60) minutes, or longer if authorized, for making out accident/ incident or other reports as required by a supervisor, which must be completed at the work site. An Operator shall be allowed time to confer with a Union representative before filling out an accident report. If the Operator making out an accident or incident report is under pay, no additional allowances will be paid. However, in the case of an Operator who gets off work after their Union representative has finished for the day, the Operator shall be allowed to turn their report in by $1: 00 \mathrm{pm}$ the following day.
B. An Operator shall be paid thirty (30) minutes per day at their base wage rate for conducting special passenger survey counts. This premium will be paid only if the Operator actually turns in required paperwork.

### 37.02. Bilingual Pay

The Union and METRO recognize the need for Operators bilingual in Spanish and English, or other METRO designated language, which enhances their value to METRO. METRO shall pay a premium of twenty dollars (\$20) to a working Operator who has less than forty (40) paid hours (not to include holidays or accruals) each two (2) week pay period and forty-four dollars
(\$44) to an Operator who has forty (40) or more paid hours (not to include holidays or accruals) each two (2) week pay period. Each Operator who has successfully completed the Spanish Competency Test is entitled to this premium. An Operator on a special non-passenger service assignment shall not be eligible for bilingual pay. An Operator's bilingual ability shall be determined by METRO selected qualified persons and may be re-tested annually. Tests may be conducted during each quarterly bid upon written request from an Operator. The bilingual rate shall be effective immediately following successful completion of the test, and any retroactive adjustments will be paid on the first pay period following qualification for the bilingual premium.
37.03. Line Instructor Pay

An Operator designated by METRO as a qualified Line Instructor shall receive a premium of fifty dollars (\$50) for each shift worked as a Line Instructor.

Line instructors shall provide counsel and instructions to a trainee assigned to them. Line instructors shall provide information with regard to the trainee's performance at the close of each shift. METRO will provide periodic Training Courses to Operators selected to be Line Instructors. Each Line Instructor's daily score sheets for each trainee shall be provided to each subsequent Line Instructor.

### 37.04. Transfer and Qualification Period

Personnel who transfer from one type of work or line to another on their own volition will be required to qualify themselves for that type of work or line on their own time. When the transfer is made as a result of change in operation and/or at the request of METRO, the Operator will be compensated at the Operator's base wage rate for all time spent in qualifying for transfer.

### 37.05. Training and Retraining

METRO shall compensate an Operator at the regular wage rate for all training, retraining, counseling and personnel hearings. If METRO requires any Operator to attend training, retraining, counseling or personnel hearings on their scheduled day off, the Operator will be paid in accordance with provisions in Article 27.02.
37.06. Driver's License

An Operator of revenue equipment must provide proof that the Operator has the type of license required in order to operate METRO's equipment. METRO shall reimburse an Operator for the renewal of State licenses and any other licenses required. To receive reimbursement, the Operator must present a receipt denoting payment of fee and must show the appropriate METRO official their permanent license when received. The Operator must maintain a valid Class B license, valid Medical Certificate and valid verification of transit training (VTT) document in their possession at all times while on duty. An Operator who does not comply with this provision shall be subject to disciplinary action.
37.07. Use of Private Automobile
A. If an Operator within the representation unit is requested and agrees to use their private insured automobile to conduct METRO business, the Operator shall be reimbursed at the rate established by the IRS.
B. METRO shall provide METRO transportation to transport an Operator in a safe fashion from the Operator's home Base to their assignments and from their assignments back to the Operator's home Base.
C. METRO shall at no time require that more Operators use a METRO vehicle than the vehicle seating capacity was designed for.

### 37.08. Union Orientation

New trainees shall be paid two (2) hours during their regular training day, within two (2) weeks of hire by METRO, for orientation by Union representatives. Upon submittal of time charges by METRO, the Union shall recompense METRO for the two (2) hours spent by the trainees in Union orientation during METRO training.
37.09. Special Vehicle Pay

In the event METRO begins operating any vehicle with a seated capacity greater than fifty-three (53) passengers, the Union and METRO agree to collectively bargain in good faith on a premium pay for operation of these vehicles. This provision will be deleted after June 30, 2021.
37.10. Speedometers

METRO will pay all fines for speeding issued against an Operator driving a METRO vehicle which results from a speedometer being defective or missing, provided METRO has been notified of the defect by the Operator receiving the citation.
37.11. Uniform Allowance
A. Each Operator shall wear a uniform as specified in the Bus Operator's Handbook.
B. In lieu of a uniform allowance an employee's base pay rate has been increased by 15 cents (\$0.15) per hour for the purchase and maintenance of the required METRO uniform.

## ARTICLE 38. MISCELLANEOUS PROVISIONS

38.01. Transportation Privileges
A. An employee shall receive bus passes for employee, employee's spouse, registered domestic partner and immediate family members living in the employee's residence, or for whom the employee has custodial responsibilities. Applications for bus passes must be submitted in writing.
B. Should a pass be lost it will be reissued at a cost of \$15.00.
C. An employee leaving the service of METRO by retirement under the Public Employees Retirement System (PERS) and continuing to reside in Santa Cruz or adjoining counties, the employee's family members as defined in Section A above shall receive a bus pass.
D. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service.

### 38.02. Union and Operator's Mail

Mail received at a METRO office which is addressed to the Union or an Operator covered by this Agreement shall not be opened or in any way tampered with by METRO employees or their representatives. The mail shall be sent to the Operator's home Base and promptly delivered to the addressee's box (approximately 3 " $\times 4^{\prime \prime} \times 12^{\prime \prime}$ in size). The right to privacy in communication is affirmed by METRO and the Union, but this provision does not apply to METRO's electronic mail. Electronic mail is for the exclusive use of METRO. This section shall not be interpreted to mean that an Operator may use METRO's address for personal mail.

### 38.03. Equipment on Revenue Vehicles

METRO shall equip every vehicle in revenue service with all necessary revenue equipment to include ticket punches, transfer cutters, day pass holders, pass count devices and fare boxes, and shall maintain all this equipment in good working order. METRO will ensure that all heaters, defrosters, Operator's seats, and destination curtains now installed on METRO vehicles shall be maintained in efficient condition, windshield and Operator viewing windows are sufficiently clean at pull-out so that the Operator has a clear and unobstructed view, and all new equipment received shall be so equipped and maintained. In addition, no bus will be used in revenue service without a working radio after 7:00pm or prior to 5:00am. METRO shall maintain clean windshields on all vehicles. All windshield washers and wipers now installed and on METRO vehicles received shall be so equipped and maintained.

### 38.04. Checking Earnings

METRO shall permit authorized Union representatives to check time records and earnings of an Operator covered by this Agreement, during regular business hours.
38.05. Personnel Files
A. METRO shall keep at the Human Resources office the official personnel record containing: Application, all evaluations, all disciplinary actions not reversed on appeal, commendations, personal information, status change forms and other official records.
B. METRO shall also maintain at the Operations Base a field file containing all of the above, plus results of all personnel hearings, counseling sessions and training record.
C. No adverse written materials shall be placed in an Operator's files without prior notice and a copy given to the Operator and the Union.
D. The Operator shall have the right to review any material contained in the Operator's personnel files or material pertaining to the Operator in any other non-confidential file in METRO.
E. Telephone complaints may not be entered into an Operator's personnel file unless the passenger complaint procedures of Article 16.06G are followed.

### 38.06. Printing of Agreement

METRO will pay the cost necessary to provide copies to every Operator and every new hire during the term of the Agreement. Thereafter, additional copies will be paid for the Union.

METRO will provide the Union with a copy of the contract in electronic format as soon as available. Printing services shall be provided by a Union shop.
38.07. Incoming Calls

Incoming calls from an Operator shall be recorded at each base solely for the purpose of verifying schedules and call-in times.
38.08. Time Cards

An Operator shall be responsible for completing all required paperwork including time cards, and turning in the paperwork to the Dispatcher at the end of the workday.

### 38.09. Sanitary Facilities

Suitable sanitary facilities shall be provided by METRO and each Operator will be afforded an opportunity to use the facilities. METRO-operated facilities shall be kept in a clean and sanitary condition by METRO. METRO shall conduct an immediate search for clean, usable facilities on each line. METRO recognizes the importance of arranging rest rooms as close to the end of the line as practicable. METRO shall post lists on a quarterly basis giving the locations of the facilities on each route. No Operator shall be disciplined for a delay of schedule, if the delay results directly from the Operator's use of sanitary facilities and the location of the facilities precludes the Operator's utilization without a delay of schedule.

### 38.10. Records Provided

A. METRO shall furnish Bus Defect sheets to the Union on a daily basis.
B. METRO shall provide to the Union a record of all Operators working on their days off for each payroll period.
C. Operator Industrial Injury reports will be given to the Union, quarterly.
D. Pay claims (both approved and denied) shall be given to the Union as received.
E. Operator comment forms on unsafe conditions, bus stop or routing comments shall be given to the Union as received.
F. METRO shall provide the Union with notice and minutes of all joint Union-Management committees.
G. METRO shall provide the Union with one (1) copy of the monthly Board of Directors Packet.
H. METRO shall provide the Union with updated service interruption reports.

### 38.11. Cleanup

An Operator within the representation unit shall not be paid time for cleanup, but a location and facility shall be provided in all METRO Operations Facilities for cleanup after a duty shift. The cleanup facilities shall include a clean and sanitary rest room and shower. The Operations Facilities shall not include transit centers.

### 38.12. Operators' Quarters

A. METRO shall provide and maintain clean and sanitary Operators' quarters for Operators of METRO where an Operator is required to sign-on and sign-off. These quarters will contain sufficient chairs, tables and couches so that Operators will be comfortable.
B. All Operators' quarters shall be provided with sufficient number of half-length lockers suitable for storing outer garments.

### 38.13. Bulletin Boards

The Union shall have access to two (2) 3' x 5' glass enclosed bulletin boards, which shall be locked with a key in the possession of the Union, for purposes of posting pamphlets, handbills and other literature.

All notices posted on the Union bulletin board shall be signed by a Union officer or authorized representative of the Union. The Union shall be responsible for all Union material posted.

All costs for preparing and posting Union notices will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly manner. Preparing and posting of materials on the Union bulletin board shall not be on METRO time.

### 38.14. Regulation Clocks

METRO shall place an accurate clock in each ready room. Each clock in METRO operations facilities will be checked each morning by the AM Dispatch Supervisor to determine the correctness of the time. Time checks, when given, will include hours, minutes and seconds.

### 38.15. Access to Rules

Each Operator shall be provided a copy of METRO's personnel rules and regulations and the Bus Operator's Handbook.

### 38.16. Physical Examinations

An Operator's license renewal physical will be performed by a physician of METRO's choice at METRO's expense. METRO shall notify each Operator two (2) weeks prior to expiration of medical certification. A physical will be scheduled on the Operator's own time, except that if METRO's doctor will only see the Operator during the Operator's regular work hours the Operator will be paid lost time, not to be charged to Sick or Annual Leave. An Operator who is not notified of expiration shall continue on pay status for up to one (1) week after the license has expired but shall not be allowed to drive METRO vehicles until the Operator provides proof that their medical certificate is renewed.

### 38.17. Service Letter

When an Operator covered by this Agreement leaves the service of METRO, the Operator will be given a service letter, if
the Operator so requests, within five (5) days of the date of the request, stating the Operator's term of service and capacity in which employed.
38.18. Evaluations

An Operator shall be evaluated by a Supervisor in conjunction with management at the end of the probationary period, and on the Operator's anniversary date thereafter. Evaluations shall be based on written criteria, consistently applied to each evaluated Operator. No adverse entry shall be entered on an evaluation delayed more than thirty (30) days past the anniversary date of completion of probation or the classification seniority date, and any evaluation delayed more than thirty (30) days past the date of completion of probation or the classification anniversary date shall be regarded as satisfactory. No evaluation shall be placed in an Operator's personnel file without an opportunity for discussion between the Operator and the rating supervisor in conjunction with management. A passenger complaint will not be referenced in the Operator's evaluation unless it is valid and verified. An Operator may respond in writing to any issue raised in the written evaluation within five (5) days of receipt of the Operator's copy, which will then become an attachment to the evaluation.

## ARTICLE 39. LIMITATION ON PART-TIME

### 39.01. Limitation on Part-Time

Part-time Operators are covered by all Articles of this Agreement except as specifically excluded in this Article and in Articles 40, 41 and 42. The maximum number of part-time Bus Operators under this provision shall not exceed ten percent (10\%) of the number of full-time Bus Operators during the term of this Agreement.

For the purposes of this Article, the number of full-time Bus Operators will be defined as the number of full-time work assignments posted at each quarterly bid.

## ARTICLE 40. PASSENGER SERVICE ASSIGNMENTS PART-TIME OPERATORS

40.01. Work Assignments

A part-time Bus Operator will work a maximum of twenty-five (25) hours per week. A part-time Bus Operator will have two (2) or more days off per week, two (2) of which may be consecutive. Schedules shall be assigned for the duration of the Quarterly Bid.

### 40.02. Time and Pay Requirements

A part-time Operator will be paid at the same base wage rates as a full-time Operator, following the progression in Article 5.02. A part-time Operator will be paid only for hours worked, with overtime rates after eight (8) hours worked per day. Spread premium provisions shall not apply.

### 40.03. Use of Part-Time Operators

No Part-time Operator shall be employed in any other capacity in METRO. A part-time Operator will be used exclusively for the purpose of working assignments not included in daily or weekly regular bid runs. A part-time Operator will not be used to fill any bid work vacated by a full-time Operator due to paid or unpaid leave or miss-out. A part-time Operator may be used to replace an absent part-time Operator.

### 40.04. Part-Time Operator Selection of Work

A part-time Operator will bid in order of classification seniority after all full- time Operators have bid. A part-time Operator will choose daily assignments from work not included in full-time bid runs as defined in Article 29, and Subscription

Service. Work available for a part-time Operator will be posted for the Operator's review not less than two (2) days prior to the run selection day.

## ARTICLE 41. PART-TIME OPERATORS BENEFITS

41.01. Medical Insurance

Each part-time Operator shall be entitled to coverage by a Medical Policy as provided in Article 10.
41.02. Dental and Vision Insurance

Each part-time Operator may choose to be covered by METRO's dental insurance policy and vision insurance policy at the expense of the Operator.

### 41.03. Other Benefits

All other health and welfare benefits shall apply to a parttime Operator in accordance with Article 10.
41.04. Sick Leave and Annual Leave

A part-time Operator may choose Annual Leave time off in order of classification seniority at the time that the Operator selects their work assignments. Annual Leave choices will be effective for the coming quarterly bid period. No more than two (2) part-time Operators may be off on Annual Leave on the same day.

A full-time Operator transferring to part-time classification will maintain all accrued Sick and Annual Leave hours. If a full-time Operator transfers to the part-time classification, the Operator will have all future dates guaranteed to them on the full-time Annual Leave Calendar expunged.

### 41.05. Leaves of Absence

A part-time Operator will not be eligible for any leaves of absence specified in Article 14, except where otherwise required by Federal or State law.
41.06. Holidays

A part-time Operator will receive four (4) hours pay for New Year's Day, Christmas Day and Thanksgiving Day, subject to qualifications specified in Article 12 of this Agreement.

### 41.07. Other Provisions

A part-time Operator will be eligible for the Safe Driver Awards subject to the provisions of Article 36.

## ARTICLE 42. CHANGE OF CLASSIFICATION

42.01. Change of Classification

A part-time Operator shall have the right of first refusal for openings in the full-time Operator classification and vice versa, based on date of hire as a Bus Operator. An Operator going from part-time to full-time and vice versa shall not be required to serve an additional probationary period.

An Operator with full-time seniority who is on furlough, awaiting recall due to layoffs, or currently working part-time will be allowed to exercise their full-time seniority whenever positions become available for full-time Operators before Operators with only part-time seniority. Other applicable provisions are in Articles 7 and 11.

## DEFINITIONS

## ACTIVELY WORKING

An Operator who works at least eighty-five percent (85\%) of their scheduled work hours within a quarterly bid is considered to be actively working. Annual Leave days and holidays taken and Union release time will be considered time worked for this calculation.

## AM/PM BREAKPOINT

Created by polling Extra Board Operators for their preference for early or late sign-off times at the quarterly bid sign-up. The dividing point between the Operators requesting early assignments and the Operators requesting late assignments shall be defined as the AM/PM Breakpoint.

## BIDDABLE TRIPPER

A piece of work which is not part of a regular or extra spread assignment and does not exceed three (3) hours platform time.

## DISPLACEMENT

The exercise of an Operator's seniority in displacing a junior Operator whenever applicable.

## DAYS

Unless otherwise stated, days shall mean business days, Monday through Friday, excluding METRO holidays.

## EXTRA BOARD OPERATOR

An Operator who chooses a slot and days off on the Extra Board during the quarterly bid sign-up, or an Operator temporarily assigned to the Extra Board.

FAMILY MEMBER (except as defined under Section 14.06Bereavement Leave)

Family member for the purposes of this Agreement shall include the employee's spouse or registered domestic partner; the parent, stepparent, or grandparent of the employee, their spouse, or registered domestic partner; the employee's child, which includes their biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; and the employee's sibling(s).

## HOLIDAY PAY RULE

An Operator on sick leave status or absent on unpaid status (including industrial injury) on the Operator's scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay.

## HOME BASE

The location from which an Operator's bid assignment originates.

## PAID STATUS

Paid status is when an Operator is paid at the Operator's base hourly wage rate for scheduled work hours and hours of overtime worked, including the use of sick and/or annual leave accruals in lieu of scheduled work hours.

## PAY TIME HOURS

Pay time hours are the sum of all work and daily guarantee time plus overtime premium plus spread premium in a daily work assignment. This expresses the total pay for a daily assignment when multiplied by the base hourly rate of pay.

## Attachment A

## PLATFORM TIME

The time that a METRO revenue vehicle spends away from the garage, from pull-out time to pull-in time, including deadhead, layover and in-service time.

## POINT

A day's assignment on the Extra Board consisting of a guaranteed sign-on time at the Extra-Board Operator's home Base.

## REGISTERED DOMESTIC PARTNER

For the purposes of this Agreement, the eligibility criteria for registration of a domestic partnership is set by statute.

## PULL-OUT/PULL-IN TIME

The time of day specified by operating schedules or assigned by the Supervisors for a Bus Operator to leave or return to the base in a METRO revenue vehicle entering or leaving revenue service.

## REGULAR DAY OFF

Regularly recurring non-work days which are part of a Bid run or a Bid Extra Board assignment.

## REGULAR OPERATOR

Any Operator who chooses a regular or extra spread assignment at the quarterly bid sign up, or secures a hold-down during the bid.

## SIGN-ON/SIGN-OFF TIME

The scheduled time to report for duty and leave duty.

## Attachment A

## SPREAD TIME

Total elapsed time from initial scheduled report time to final signoff time for the day.

## TEN (10) HOUR DRIVE RULE

No driver of a vehicle that carries passengers for compensation may drive for more than ten (10) hours in any twenty-four (24) hour period unless eight (8) consecutive hours off duty have elapsed.

## TEN (10) HOUR REST PERIOD

Required time between sign-off of one (1) day's assignment and scheduled sign-on of the next day's assignment.

## TRIPPER

A piece of work which is not part of a regular or extra spread assignment.

## VACATED ASSIGNMENT

(1) A regular or extra spread assignment which remains unchosen for hold-down by the home base Extra Board for two consecutive postings.
(2) One (1) or more unfilled Extra Board slots caused by the reduction in the number of Extra Board Operators from the number filling slots during the quarterly bid.

## Attachment A

## APPENDIX A

Effective June 27, 2019


Effective June 25, 2020

| SMART Fixed Rout | Date of Hire |  |  | After Completing Protation Probation |  |  | $\begin{gathered} \text { After } 1 \\ \text { Year } \end{gathered}$ |  |  | $\begin{gathered} \text { After } 2 \\ \text { Years } \end{gathered}$ |  |  | $\text { After } 3$ Years |  |  | $\begin{gathered} \text { After } 4 \\ \text { Years } \end{gathered}$ |  |  | $\begin{gathered} \text { After } 5 \\ \text { Voarc } \end{gathered}$ |  |  | After 6 Years |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Step 1 | Step 1L | Step 14. | Step 2 | Step 2L | Step 2LL | Step 3 | Step 3L | Step 3LL | Step 4 | Step 4L | Step 4LL | Step 5 | Step 5L | Step 5LL | Step 6 | Step 6L | Step 6LL | Step 7 | Step 7L | Step 7 LL | Step 8 | Step 8 L | Step 8 LL |
| Class Title |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Bus Operator | \$ 19.53 | \$ 20.51 | \$ 21.49 | 23.23 | 24.39 | \$ 25.55 | \$ 24.70 | 25.94 | \$ 27.18 | 26.24 | \$ 27.55 | \$ 28.86 | \$ 27.73 | \$ 29.12 | \$ 30.51 | \$ 29.27 | \$ 30.73 | \$ 32.19 | \$ 30.79 | \$ 32.33 | \$ 33.87 | \$ 32.33 | 33.95 | 35.5 |

Effective June 24, 2021

| SMART Fixed Route | $\begin{gathered} \text { Date of } \\ \text { Hire } \end{gathered}$ |  |  | After <br> Completing <br> Probation |  |  | $\begin{gathered} \text { After } 1 \\ \text { Year } \end{gathered}$ |  |  | $\text { After } 2$ |  |  | $\text { After } 3$ |  |  | After 4 Years |  |  | After 5 Years |  |  | After 6 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Step 1 | Step 1L | Step 1L | Step 2 | Step 2L | Step 2L | Step 3 | Step 3L | Step 3L | Step 4 | Step 4L | Step 4LL | Step 5 | Step 5L | Step 5LL | Step 6 | Step 6L | Step 6L | Step 7 | Step 7L | Step 7LL | Step8 | Step 8L | Step 8L |
| Class Title |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Bus Operator | \$ 19.97 | \$ 20.97 | \$ 21.97 | \$ 23.75 | \$ 24.94 | \$ 26.13 | \$25.26 | \$ 26.52 | \$ 27.78 | \$26.83 | \$ 28.17 | \$ 29.51 | \$28.36 | \$ 29.78 | \$ 31.20 | \$29.93 | \$ 31.43 | \$ 32.93 | \$ 31.49 | \$ 33.06 | \$ 34.63 | \$ 33.06 | \$ 34.71 | \$ 36.36 |

## Attachment A

## APPENDIX B

## On-Site Supervisor

METRO and SMART Local 0023 mutually agree that the term "on-site supervisor" will refer to any District Supervisor, Fire and Police Personnel, person or persons directly affiliated with firms required by their activity to direct traffic. The term will not apply to bus passengers, by-standers or passers-by in the event that any one of these persons attempts to assist in guiding a METRO Operator in a METRO vehicle out of a particular traffic situation.

The parties also agree that the Operator will be required to call Santa Cruz Base Dispatcher and report any traffic situation or condition controlled by an on-site supervisor in which the Operator believes damage will result to a METRO vehicle if the directions are followed. This call to Dispatch must be made before the operator proceeds. The exception to this will be when the onsite supervisor is a METRO Supervisor, fire or police personnel.

## APPENDIX C

## Use of Point Operators On Daily Extra Board Assignment List

The purpose of this Appendix is to clarify the use of operators given point assignments on the daily detail sheet based upon the past practice that has been employed by METRO.

Extra Board Operators assigned full shifts on the daily Extra Board Assignment List, to replace regular operators, shall be considered to be regular operators, shall be considered to be the regular operators and be subject to all items and provisions of the work assignment, including the unpaid meal break.

Point Operators who are assigned a full shift within thirty (30) minutes of the time that they punch in, and which shift commences within thirty (30) minutes of when the Point Operator punches in, shall assume the identity of the regular operator of the shift as described in the above paragraph, including the unpaid meal break. Point Operators who are assigned a full shift after thirty (30) minutes of the time that they punch in, and the shift commences after that thirty (30) minutes of when the Point Operator punches in, shall be paid straight through from initial punch in to final punch out.

This provision shall apply only if the Point Operator is not used in the capacity of a point at any time during the day in which the regular shift assignment occurs. Should the Point Operator perform point duties, either before, or subsequent to the shift provided for in this paragraph, the Point Operator shall be paid straight through from initial punch in to final punch out.

There are also assignments in which a Point Operator may need to work through their meal break. It is mutually agreed that, in this event, there is sufficient time provided in these assignments to accommodate the meal and rest break requirements of the Industrial Wage Commission Order \#9.

## Attachment A

In order to maintain the integrity of the Extra Board, Point Operator positions shall not be part of the overtime assignments. In the case where service deployment requires an exception to this procedure, METRO shall discuss the situation with the Union to reach a mutually acceptable approach.

## Attachment A

This Memorandum of Understanding is entered into by the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART Local 0023 Fixed Route) and the Santa Cruz Metropolitan Transit District August 25, 2019, and is executed on behalf of the parties by the following representatives:


Date:


## International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART Local 0023 Fixed Route)



Brandon Freeman
Vice Chairperson


Rhiannon Axton
Vice Chairperson


Vice Chairperson


Nathanael Abrego
Vice Chairperson


Bonnie Kor
International Labor Representative

Date: $\qquad$

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DATE: May 15, 2020


TO: Board of Directors
FROM: Angela Aitken, CFO

# SUBJECT: CONSIDERATION OF FORMAL RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS (SMART LOCAL 0023, PARACRUZ OPERATION) AND SANTA CRUZ METRO 

## I. RECOMMENDED ACTION

That the Board of Directors ratify a three-year Memorandum of
Understanding between the International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART Local 0023, ParaCruz Operation) and Santa Cruz METRO.

## II. SUMMARY

- The previous Sheet Metal, Air, Rail and Transportation Workers (SMART) ParaCruz Operation Memorandum of Understanding (MOU) expired June 30, 2019.
- SMART - ParaCruz Operation and Santa Cruz Metropolitan Transit District (METRO) management negotiators held many meetings from May 2019 August 2019, to negotiate new terms and agreements.
- SMART - ParaCruz Operation and METRO reached a tentative agreement on a three-year MOU, which included yearly base wage increases and numerous other contract changes and clarifications.
- Staff recommends that the Board of Directors ratify the proposed MOU, which members of SMART - ParaCruz Operation voted on and passed by a majority vote.


## III. DISCUSSION/BACKGROUND

The previous SMART - ParaCruz Operation Memorandum of Understanding (MOU) expired June 30, 2019. Through the course of negotiations, SMART ParaCruz Operation and METRO management negotiators held many meetings from May 2019 - August 2019, to negotiate new terms and agreements. SMART - ParaCruz Operation and METRO reached a tentative agreement on a threeyear MOU, which included yearly base wage increases and numerous other contract changes and clarifications.

Staff recommends that the Board of Directors ratify the proposed MOU, which members of SMART - ParaCruz Operation voted on and passed by a majority vote.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The ratification of the SMART - ParaCruz Operation MOU gives us a financial road map forward with SMART - ParaCruz Operation, ensuring that we will be able to deliver quality paratransit service to our community, and ensures that we will continue to attract, retain, and develop extraordinary employees for our paratransit service in Santa Cruz County.

These priorities align with the following Strategic Plan Priorities:

1. Financial Stability, Stewardship \& Accountability
2. Service Quality and Delivery
3. Employee Engagement: Attract, Retain and Develop

## V. FINANCIAL CONSIDERATIONS/IMPACT

The required funding for the SMART - ParaCruz Operation MOU is included in the FY20 current fiscal year's Operating budget.

Funding for the remainder of the term of the MOU will be included in subsequent rolling two-year Operating Budgets.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

- SMART- ParaCruz Operation previous MOU expired June 30, 2019. Ratifying the new SMART- ParaCruz Operation MOU assures continuity of paratransit service for our community.
- Do nothing is an alternative, but staff does not recommend continued paratransit service without a ratified MOU.


## VIII. ATTACHMENTS

Attachment A: SMART ParaCruz Operation Local 0023 and Santa Cruz METRO Labor Agreement (MOU) - Aug 6, 2019 - June 30, 2022

## IX. APPROVALS

Approved as to fiscal impact: Angela Aitken, CFO

Alex Clifford, CEO/General Manager


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# MEMORANDUM OF UNDERSTANDING 

## BETWEEN

# THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS 

SMART LOCAL 0023
PARACRUZ OPERATION
AND

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

August 6, 2019 - June 30, 2022

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## ARTICLE 1. RECOGNITION OF BARGAINING UNIT

### 1.01. Recognition Of Bargaining Unit

This Agreement is entered into by the employee organization of the bargaining unit, affiliated as Local 0023 of the International Association of Sheet Metal, Air, Rail and Transportation Workers ("SMART"), formerly known as United Transportation Union, hereinafter referred to as "the Union", and the Santa Cruz Metropolitan Transit District, hereinafter referred to as "METRO".

METRO has certified the Union as the exclusive recognized employee organization of the bargaining unit, consisting of all employees of the transportation division as identified in Article 9.03. METRO recognizes the Union as the exclusive representative for the purpose of bargaining collectively with respect to wages, hours, working conditions and other conditions of employment for all employees of METRO within the bargaining unit defined in this Agreement.

The employee organization is affiliated as Local 0023 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, formerly known as United Transportation Union. If the recognized employee organization elects at any time during the life of this Agreement to change its affiliation, the organization may exercise that option in accordance with applicable laws and METRO rules, regulations, ordinances and resolutions. Upon receipt of certified affiliation election results, the Board of Directors will meet and shall grant, within thirty (30) days, recognition to the new employee organization.

### 1.02. Employee Defined

A. The term "employee" wherever used herein, whether singular or plural, means and applies only to those
employees of METRO included within this bargaining unit as identified in Article 9.03, and this Agreement covers only these employees.
B. The term "Employee", wherever used herein in reference to employees covered by this Agreement, shall mean "employee" as defined in 1.02A above.
C. Words appearing in the female gender include the male gender and words appearing in the male gender shall include the female gender.

### 1.03. Non-Discrimination

METRO and the Union agree that no employee shall be discriminated against on account of Union membership, nonmembership, race, ancestry, religion, national origin, age, sex, sexual orientation, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made. The Union agrees to work with METRO Management to provide reasonable accommodation to an employee as may be required under the Americans with Disabilities Act. Seniority rules will continue to apply in any and all circumstances. This section of the Agreement shall not be construed to conflict with the employee qualification provisions appearing elsewhere in this Agreement.

### 1.04. Non-Discrimination in Promotion

No employee shall be discriminated against for promotional purposes on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual orientation, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable
accommodation as required by State and Federal Law cannot be made.

### 1.05. Union Membership

The Union recognizes that no employee is required to join the Union, but that every employee in a SMART-represented position has the right to choose of their own free will whether or not they will or will not join the Union.

### 1.06. New Employees

It is expressly agreed that in the event that METRO shall engage exclusively or jointly in the providing of other types of transportation service in addition to those being provided, METRO shall recognize the Union as the bargaining agent for those classifications of METRO employees whose functions or duties are similar to those of any position represented under this Agreement.

Employees covered by this Agreement shall have the right of first refusal for work that is determined to be similar to the duties and functions presently being performed by Operators or other represented positions, provided that the employees meet the qualifications for those positions.

In the event that there is a dispute as to whether the duties being performed by these employees are or will be similar to the functions or duties presently being performed by Operators or other represented positions, that dispute shall be resolved in accordance with METRO rules, ordinances and applicable State laws and regulations and these METRO rules and ordinances, which shall remain unchanged while the dispute remains unresolved.

## ARTICLE 2. PURPOSE OF AGREEMENT

2.01. Purpose of Agreement

The obligation that rests with METRO to provide, and upon the employees of METRO to render, honest and efficient service, is recognized. A spirit of cooperation between the employees, the Union, and METRO is essential to efficient operation, and all parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with METRO, the Union, and the employees. In this spirit, METRO and the Union are entering into an Agreement which will:
A. Provide for rules, wages, hours, working and other conditions of employment of employees represented by the Union.
B. Provide for fair treatment of employees.
C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
D. Provide for other arrangements as may be deemed advisable by the parties to this Agreement, in order to safeguard their respective interests and establish and maintain harmonious relationships.
E. The parties agree that this Agreement supersedes any past practices covered by this Agreement, but does not affect any other written agreement by the parties not addressed in this document. These prior written agreements between the parties executing this Agreement shall continue in full force for the period of the Agreement, except as otherwise agreed by the Parties in the Ground Rules during the negotiation process.

## ARTICLE 3. UNION SECURITY/DEDUCTIONS

3.01. Notification of Entering and Leaving

To the extent required by Government Code 3558, METRO shall forward to the Union, within five (5) days of the occurrence: a list of names of each person, job title, department, work location, home address, work, home, and personal cellular telephone numbers, and personal email address on file with METRO, covered by this Agreement entering or leaving its employ, and shall designate after each name the date employed or the date the employee left the service. METRO will provide that same list of information for all employees in the bargaining unit at least every one hundred and twenty (120) days.
3.02. Notification of Inclusion in Bargaining Unit

METRO will notify each new bargaining unit member that their classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. If requested, METRO will provide the employee with a packet of information and a membership application form supplied by the Union. If an employee returns a signed membership application form to METRO, METRO will promptly transmit it to the Union.

### 3.03. Entering or Leaving Military Service

METRO shall also provide the Union, within five (5) working days of the occurrence, the name of each employee covered by this Agreement who is leaving or reentering the service of METRO from military service and shall provide the dates thereof.
3.04. METRO to Inform and Refer Employees

METRO shall inform each new employee of the existence of this Agreement. METRO shall furnish each new employee with the name and address of the Union and refer them to the Union where a copy of this Agreement may be obtained.
3.05. Union-Related Payroll Deductions
A. METRO will rely on a written certification from the Union requesting that METRO deduct from employees' salaries or wages an amount equal to the Union's monthly dues, initiation fees, and general assessments authorized by the Union Bylaws, and for the payment of any other membership benefit program sponsored by the organization. The Union will certify that it has on file and will obtain and maintain signed employee authorizations for said wage deductions and will represent to METRO that each bargaining unit employee is affirmatively consenting to the deductions consistent with federal law. After providing the certification, the Union will not be required to provide a copy of individual authorizations to METRO unless a dispute arises about the existence or terms of the authorization. The Union will, each month, provide METRO with a list of changes in authorizations occurring that month. The Union will, each year, provide METRO with a list of all employees in the bargaining unit who have authorized deductions, and which deductions they have authorized.
B. Based on the written certification described above, METRO will deduct, monthly, the amount of Union regular and periodic dues and any deductions as
may be specified by the Union under the authority of an authorization card signed by the employee. Dues and other deductions for employees will only be made pursuant to the written certification from the Union. The monies shall be remitted to the Union.
C. A written statement of the names and amounts deducted will be forwarded promptly to the Union office, at the address specified by the Union.
D. METRO will provide the Union with a list of newly hired unit members.
E. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When an employee is in a non-pay status for an entire pay period, no deductions for Union dues or fees will be made to cover that pay period. If an employee is in a non-pay status for part of the pay period such that employee's wages are not sufficient to cover the full deduction, METRO will not deduct Union dues. All other required and authorized deductions have priority over the Union dues.

The Union agrees to keep an adequate itemized record of its financial transactions and to retain a copy of its most recent financial statement.
F. Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent deduction list furnished by the Union to METRO. Questions arising as to the correctness of the
amount shown on the deduction list will be handled directly with the Union by the employees.
G. In the event any portion of the California Government Code or federal law changes or is amended to address the transfer of monies between the Union and METRO, the parties will reopen this section of the collective bargaining agreement to meet and confer regarding the change in law.

### 3.06. Authorization for Deductions

METRO will direct employees requesting to commence, discontinue or change Union-related payroll deductions to the Union. METRO will rely on information provided by the Union regarding whether the authorization for the Union deductions was properly commenced, discontinued, or changed. After an employee has approached METRO representatives (either Human Resources and/or Payroll) two (2) or more times alleging that the employee's requests to discontinue or change Union-related payroll deductions have gone unheeded, METRO will determine for itself whether the employee has affirmatively consented to the deductions. METRO will communicate with the Union if an employee contacts METRO about discontinuing the payment of union dues or fees.

### 3.07. Hold Harmless

The Union agrees that it will indemnify, pay for the defense and save harmless METRO from any and all liability related and costs, including attorneys' fees, to entering into or complying with the terms of this Article.

## ARTICLE 4. UNION REPRESENTATION

4.01. Release Time for Union Representatives

The Union recognizes that the business of METRO is to provide service to the public, and agrees that requests for release time from duty for Union business under this Article will not unduly inhibit the business of METRO. Requests for release time must be submitted as early as possible, and not later than 11:00 A.M. of the day prior to the time requested. An employee granted release time from service from their regular duties to attend meetings identified within this Article shall not be disadvantaged with respect to the compensation they would have received had they worked.
A. One (1) Union Officer or Committee member per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with METRO on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings including MAC. Base Representative and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at METRO Board of Directors meetings. The Base Representative(s) shall be considered part of the two (2) representatives released per day.
B. Upon request by the Union, two (2) Union Representatives will be allowed release time without loss of compensation for other Union purposes. METRO will bill the Union (called Bill Back) for each of these requests. The Union will reimburse METRO monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to retirement plans, State Disability Insurance, State Unemployment Insurance and any
other mandatory payroll taxes. It is understood that employees released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Worker's Compensation and other liabilities.
C. In order to address Union attendance at meetings with Management or the Board of Directors, METRO agrees to compensate employees designated by the Union for time spent in attendance at such meetings.

If the meetings occur outside of the designated Employees' regular working hours, METRO agrees to compensate the employees designated by the Union their current wage rate for the time spent in attendance at the meetings.

If the meetings occur during the designated Employees' regular working hours, then they shall be granted release time from duty to attend and participate in the meetings. The designated employees that have been granted release time to attend a meeting shall not be disadvantaged with respect to the compensation they would have received had they worked.

The intent of this agreement is to ensure the opportunity for the Union to provide information to committees that will assist them in reviewing issues and developing recommendations to METRO.
D. For release time related to collective bargaining for new MOU(s), refer to Article 25.01(C).

## Attachment A

4.02. Union Business on METRO Property
A. METRO shall recognize the duly elected and/or appointed representatives of the Union. Union representatives shall be allowed to transact Union business on the premises of METRO, but at no time shall delay the scheduled work assignments of any employee.
B. METRO shall provide desk space and a computer terminal to the Union and allow the Union to install its own telephone system. If the Union's desk space is relocated at METRO's request, METRO will assume the charges for the relocation of the existing Union telephone line. The Union shall be responsible for the installation, maintenance and billing charges for that system.

## ARTICLE 5. RATES OF PAY

5.01. Payment on Minute Basis

The following rates of pay will be calculated on a minute basis and converted for payroll purposes to fractions of an hour. It is acknowledged that minutes are currently converted to the nearest hundredth of an hour on a daily or weekly basis.
5.02. Rates of Pay
A. Pay rates for represented classes are shown in Appendix A.
B. The Parties have agreed to adopt a new wage scale that consolidates the pay rates for represented classes. Upon commencement of the Labor Agreement employees will be placed on the new wage scale, but shall not be disadvantaged by a reduction in base wage rate after the wage consolidation. The new wage rate
shall be the employee wage rate closest to, but not less than, their previous base wage rate. Employees with more than one (1) year of METRO seniority shall be placed at a step no less than the third step in the wage scale even if a lower step would not disadvantage them.

### 5.03. Base Wage Rates and Regular Wage Rates

For the purpose of determining an employee's wage rate as used in this Agreement, the following two (2) terms or categories shall apply:
A. Base wage rate: The hourly rate identified by one of the steps in this Article.
B. Regular wage rate: The hourly rate actually paid to an employee. This rate includes all premium pay provisions such as but not limited to, bilingual pay, differentials and any other FLSA-required inclusion. When more than one premium is applicable, each premium shall separately be added to the employee's base wage rate. The employee's regular wage rate shall be used to compute overtime.
C. The following base wage rates shall be in effect as of June 27, 2019 (first day of the pay period that encompasses July 1, 2019) FY20:

- An Increase of 0.0\% shall be effective June 27, 2019 (FY20)
- An Increase of 3.0\% shall be effective June 25, 2020 (FY21)
- An Increase of 2.25\% shall be effective June 24, 2021 (FY22)

Attachment A

| Retro to Pay <br> Period <br> Encompassing <br> July 1, 2019 | July 1, 2020 | July 1, 2021 |
| :---: | :---: | :---: |
| $0.0 \%$ | $3.0 \%$ | $2.25 \%$ |

- For the first year of the MOU only, the Van Operator wage scale is based upon paying a Year-6 Van Operator 75\% of the wage rate for a Year-6 Fixed Route Operator (Step 8), plus 4\% in Year-1.
- The Dispatcher/Scheduler wage scale is set at 5\% above Van Operators.
- All other ParaCruz positions will be at the same percent variance to the Van Operator positon as currently established.
5.04. Longevity

Effective June 21, 2012, and thereafter, METRO shall compensate employees with ten (10) years of continuous service with a $5 \%$ increase of the base salary.

Effective December 20, 2012, and thereafter, METRO shall compensate employees with fifteen (15) years of continuous service with an additional $5 \%$ of base salary.

For all employees hired after August 5, 2019, METRO shall compensate employees with their first longevity increase at fifteen (15) years of continuous service with an additional $5 \%$ of the base salary.

For all employees hired after August 5, 2019, METRO shall compensate employees with twenty (20) years of continuous service with an additional $5 \%$ of the base salary.

Calculation Method:

## Step 1: Calculate 5\% of the Base (Base Step x 0.05)

Step 2: Base Step + 5\% of the Base (as calculated in Step 1) to calculate L (10 Years)
Step 3: Base Step + $2 \times 5 \%$ of the Base (as calculated in Step 1) to calculate LL (15 Years)

Example:
Step 1: Base Rate $=\$ 30.52 ; 5 \%$ of the Base Rate $=$ \$30.52 x 0.05 = \$1.53
Step 2: $\$ 30.52$ + \$1.53 = \$32.05 (9L)
Step 3: $\$ 30.52$ + $2 \times \$ 1.53=\$ 33.58$ (9LL)
5.05. Salary Schedule Step Advancement

Paratransit Salary Schedule is located in Appendix A of this Agreement
5.06. PERS
A. Classification within the representation unit shall be enrolled in the Public Employees Retirement System (PERS) including the third level of the 1959 Survivors Benefits as allowed by PERS.
B. In the 2006/2007 fiscal year an employee shall have a payroll deduction of the full eight percent (8\%) Employee Rate plus any Employer Rate over 9.235\% which is agreed is attributable to the Employer's Rate for the 1995 and 2002 PERS formula enhancements.
C. Beginning in the 2007/2008 fiscal year an employee shall have a payroll deduction of the full eight percent (8\%) Employee Rate only.
D. Continuing in the 2008/2009 fiscal year an employee shall have a payroll deduction of the full eight percent (8\%) Employee Rate only.
E. Beginning January 1, 2013, classifications newly hired within the representation unit shall be enrolled in the Public Employees Retirement System (CaIPERS), the 2\% @62 retirement plan (PEPRA), and the third level of the 1959 Survivors Benefits as allowed by CaIPERS, and all other optional benefits that have been agreed to by METRO and the SMART Local 0023 Employees.
F. All Employees hired under the provisions of PEPRA shall have a payroll deduction for the full six and twenty-five hundredths percent (6.25\%) Employee Rate only.
G. METRO shall pay the entire Employer share and cost, including any administrative fees. If the Employee and/or the Employer's contribution rates are changed by CaIPERS, the Employee and the Employer's percentages under the Agreement will change accordingly.

## ARTICLE 6. PROBATION

6.01. Length of Probation

The probationary period shall be a trial period during which METRO is to evaluate the ability, competency, fitness, and other qualifications of an employee to do the work for which they are employed.

A new employee completes training when the employee is fully qualified by METRO for paratransit revenue service. A new employee will be on probation after becoming fully qualified for paratransit revenue service and will continue for one hundred twenty (120) calendar days. A new employee will be considered to have completed training and advance to the next pay step when they are in service without the direct supervision of a Trainer or Line Instructor.

If a probationary employee's performance is unsatisfactory, the probationary period may be extended up to an additional thirty (30) days at the discretion of METRO. A probationary employee will not receive a chargeable accident while operating a METRO vehicle under the guidance of a Supervisor or Line Instructor. A new employee may be disciplined or discharged during the training and probationary period without recourse to the grievance and arbitration process, with the exception of an administrative review in accordance with Article 6.04. The new probationary employee and the Union shall receive written notification of the disciplinary action or discharge.
6.02. Probationary Employees on Leave

It is understood that any paid or unpaid period of absence during the probationary period may result in an equivalent extension of the probationary period.
6.03. Benefits for Probationary Employees

An employee on probationary status shall be entitled to receive the benefits provided by Article 10 and to accrue Annual Leave and Sick Leave, but shall not be entitled to take accrued Annual Leave until satisfactory completion of the probationary period, except for an employee who has had previous continuous service with METRO in a different classification and is serving a
new probationary period. Accrual rates and accruals of benefits to be received shall be based on the original date of hire.
6.04. Probationary Operator Right to Administrative Review

Following receipt of written notification of disciplinary action, a probationary employee shall have the right to request and receive administrative review of any suspension, demotion, or discharge taken during probation. Such review must be requested in writing within (5) working days of receipt of notification of disciplinary action or the right to review is waived. The request for review shall be made to the CEO/General Manager. The CEO/General Manager or their designated representative shall review the appeal and make a finding and decision in writing within five (5) working days of the appeal. The finding and decision of the CEO/General Manager or their designee shall be final.

## ARTICLE 7. SENIORITY RULES

7.01. METRO Seniority

METRO seniority shall commence upon the date of hire by METRO and shall accumulate during service for METRO, except for any leave, break or interruption of service exceeding twelve (12) continuous months. After the twelve (12) month period, METRO seniority shall be maintained but not accrued. An employee who returns from any leave or combination of leaves for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for purposes of computing seniority.

District seniority defines longevity with METRO for the purposes of computing retirement benefits, longevity pay, and annual leave.

### 7.02. Classification Seniority, Rank and Rights

Classification seniority shall accumulate during service in a classification for METRO, except as stated elsewhere in this Article.
A. Classification seniority shall commence upon date of hire by METRO for that classification.
B. All questions of seniority shall be determined by the Union. When two (2) or more employees are hired on the same date, they shall draw numbers in a lottery to determine their positions on the seniority roster. The lottery shall be conducted by the Union. The Union will inform METRO of its determinations of seniority ranking. METRO shall prepare a list of all employees with their seniority ranking and submit the list to the Union once annually.
C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave and fixed holidays.

### 7.03. Updating and Posting of Seniority Roster

A. A seniority roster corrected to date of issue shall be given to the Union semi-annually. The roster shall include the employee's rank by classification seniority, date of hire, and accumulated days of Classification and METRO seniority.
B. The seniority roster will be posted by METRO and will be subject to protest for a period of fourteen (14) calendar days from the date of posting. Upon presentation of proof of error by an employee or the Union within the fourteen (14) day period, the error will be corrected if the error is substantiated by the Union. If
no protest is made by an employee or the Union within the protest period, the roster will be considered correct and will not be subject to further protest, except for typographical errors. No change in the seniority rosters will thereafter be made, except by agreement between METRO and the Union.

### 7.04. Maintenance and Accrual of Classification Seniority

Maintenance and accrual of seniority while on layoff status, leave of absence or combination of leaves will be as follows:
A. An employee shall maintain and accrue classification seniority for twenty-four (24) months. After twenty-four (24) months from date of layoff or absence, seniority shall be maintained but not accrued. An employee who returns from layoff or any leave for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for the purposes of computing seniority.
B. Military Leave of Absence:

An employee on Military Leave of Absence as defined in Article 14.05 shall not be disadvantaged in respect to seniority.
C. Intra-District Leave of Absence:

An Employee accepting employment in other classifications not covered by this Agreement, but within METRO, shall maintain and accrue classification seniority for a period of time limited to the probationary period in the new classification, contingent upon payment of Union dues or service fees.

Attachment A

## ARTICLE 8. WORK OUT OF CLASS AND PROMOTIONS

8.01. Probationary Period

The probationary period for work in a new classification shall begin on the first date of service in that classification.

### 8.02. Work Out of Classification

A. The term "work out of classification" is defined as a management authorized assignment to a budgeted position on a temporary basis. Each of these assignments must be made and authorized in writing by management and shall consist of full shifts.
B. When working out of classification, the employee shall be placed in the lowest pay step which does not disadvantage them. Pay for work out of classification shall be effective the first working day in the higher classification. Upon completion of one-thousand-forty $(1,040)$ regular hours worked in an "out of classification" assignment, the employee shall be placed on the next pay step.
C. All work out of classification assignments are temporary. Work out of classification to fill temporarily vacant permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The ParaCruz Manager shall determine qualifications for the assignment.

No employee may work out of classification to fill a temporarily vacant permanent position for more than six (6) months. After serving in the temporary assignment for 90 days, the ParaCruz Manager or designee shall prepare a written personnel evaluation. If the evaluation is unsatisfactory, the employee shall be removed from the temporary "work out of
classification" assignment and their name shall be deleted from the eligibility list. Once an employee has six (6) months in the out of class assignment, that employee shall be moved to the bottom of the list and the next qualified volunteer shall be assigned.

### 8.03. Promotion

A. If an employee is promoted to the higher classification in which the employee has worked out of classification, the employee shall have all hours of work out of classification credited to the classification to which promoted for purposes of step advancement. The hours shall also be credited toward the probationary period in the new class, up to a limit of three (3) months or one half ( $\mathbf{1 / 2 \text { ) of the probationary period, whichever is less. }}$
B. All METRO employees promoted to a Van Operator classification shall not be disadvantaged by a reduction in salary after successful completion of Fully Qualified status. The starting rate, once fully qualified, shall be the Van Operator wage rate closest to, but no less than, the employee's previous base wage rate except that the top step will not be exceeded. The Van Operator shall remain at that wage rate of pay until their Van Operator classification seniority makes the employee eligible for the next step increase.
C. If an employee is not promoted, if requested, METRO management will provide that employee with constructive feedback.
D. An employee may request reimbursement for tuition and material expenses incurred for a course or a training program based upon the needs of METRO. Attendance requests shall be submitted to the Department Manager in writing at least ten (10)
working days prior to the beginning of the course. If course/training attendance is approved, the Department Manager will inform the employee of the allowable expenses prior to the beginning of the course/training class.

### 8.04. Examinations

An employee shall be granted time off from work for a reasonable period of time to participate as a candidate in examinations for promotional opportunities with the Agency, provided the Employee requests the time off by 11:00am of the day prior to the day requested.

## ARTICLE 9. CLASSIFICATIONS

9.01. Availability of Class Specifications

A manual of all current class specifications shall be available at METRO's Personnel Office for review by employees and Union representatives. An employee may obtain a copy of any class specifications from METRO Human Resources Department.

Upon appointment, each new employee shall be provided with a copy of the employee's class specifications. Further, an employee shall be given a copy of the amended class specifications as changes occur.
9.02. Class Specification Actions

METRO shall negotiate with the Union regarding appropriate classification whenever METRO intends to audit, classify, reclassify, create, modify, and/or abolish classes existing in, or appropriate to class specifications represented by the Union.

In addition, when the Union believes that an employee has been regularly assigned duties which do not reasonably relate to the class specification to which the employee is assigned, the

Union may request, and METRO shall grant, an opportunity to negotiate with the parties involved regarding such assignment.

### 9.03. Class Specifications Identified

Class Specifications covered by this Agreement are listed in Appendix A Salary Schedule.

It is understood and agreed that if and when any new nonmanagement positions are established, METRO will meet with the Union prior to establishing these positions or class specifications and will bargain with the Union on wages, hours, working conditions and other terms of employment for these positions or class specifications.
9.04. Standard of Efficiency Established by METRO

In its hiring policy, METRO shall have the right to establish and require tests and standards of efficiency as it may deem necessary to satisfy itself of the competency and physical wellbeing of the prospective employee for the desired position in order to fully provide for the safety of operation of its equipment, subject to the provisions of this Agreement and the applicable Safety Regulations of the California Highway Patrol or any other safety regulations provided by California law.

### 9.05. Reclassification

During the month of December the Union can request a reclassification study of a position. The Human Resources Director will acknowledge receipt of the request within ten (10) working days. The Union may not resubmit a second request for a reclassification for the same position within a two (2) year period after being studied. This provision shall not prohibit management from having additional positions studied other than those submitted by the Union.

Beginning with December 2012, and annually thereafter, METRO agrees to conduct one (1) salary survey on the group classifications covered by this Agreement and recommended by the Union. The salary survey results shall be completed within six (6) months and reviewed by the Union. Upon completion of the review by the Union, the salary survey results shall be submitted to the CEO/General Manager. The CEO/General Manager's decision shall be made within thirty (30) days of receipt and shall be final unless he/she recommends an adjustment to the Board of Directors.

The Union may not recommend the same classification or group during the term of this Agreement. If the reclassification referenced in this section should also result in a salary survey that survey shall count as the one (1) salary survey per year provided for herein.
9.06. Vehicle Operation

It is the business of ParaCruz to provide accessible transportation for people who are unable to independently negotiate the fixed route system due to a disability and METRO needs to do so in the context of federal and state laws and its contractual obligations. Having a stable work force is in the interest of the Union and METRO.

No employee shall have their employment terminated or their regular hours of service reduced or conditions of employment adversely affected by METRO as a result of its contracting with common carriers or competitive bidding for operation of METRO equipment in service, nor as a result of the subcontracting of paratransit services.

If new technologies such as automated vehicles and micro-transit vehicles operating as part of METRO's service is considered for implementation, METRO agrees to meet
and bargain with SMART over that implementation and the effect of that implementation.

A minimum of seventy-five percent (75\%) of all monthly ParaCruz trips will be performed by METRO employees covered by this agreement. The remaining ParaCruz trips may be performed by other parties or outside vendors using a combination of METRO and non-METRO vehicles.

It is mutually understood by the parties that ParaCruz service, as detailed by the Americans with Disabilities Act (ADA), is a no default service under Federal Law. Management reserves the right using whatever means necessary, to ensure that METRO complies with Federal Law. METRO taxi-type equipment or paratransit equipment shall not be used in fixed route service. The use of METRO equipment operated by METRO shall not result in the replacement of fixed route service of Santa Cruz Metropolitan Transit District with dial-a-ride or demand response service for the general public.
9.07. Arbitration Settlement
A. Within forty-five (45) days of the execution of this agreement, METRO will create a new position entitled "Dispatcher". This position shall be the first position in the progression of Dispatcher, Dispatcher/Scheduler Classification group. The wage scales for both positions are set forth in Article 5.05 and shall become effective when the testing and assignments referred to below are completed.
B. Once the "Dispatcher" position is created, the employees who are currently classified in the position of Dispatcher/Scheduler shall be objectively tested to determine which of the two classifications each shall be assigned. The testing process shall consist of the
scheduling of sample rides and shall be acceptable to the SMART whose acceptance shall not be unreasonably withheld. SMART will be provided with an outline of the test and will have two (2) working days for review. SMART agrees that it will keep the testing information confidential and will not directly or indirectly allow the affected employees to have access to it.
C. The Parties agree that they have bargained in good faith, which has resulted in the finalization of this Agreement and settles all issues arising out of the Arbitration. Each side agrees that this Agreement is final and binding.

## ARTICLE 10. HEALTH AND WELFARE BENEFITS

10.01. Medical Insurance
A. METRO's medical insurance premium contribution shall be as follows:
a. METRO shall pay monthly medical insurance premiums for an employee, retiree, and eligible dependents at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CaIPERS medical program.
b. Effective June 1, 2022, METRO shall pay $97 \%$ of any monthly medical insurance premium under the CaIPERS medical program chosen by the employee.
B. SMART ParaCruz and METRO agree that the amount METRO pays toward medical premiums for any SMART ParaCruz represented individual retiring
beginning the date of July 1, 2005 will be the amount that METRO paid toward the represented individual's medical premiums at the time of their retirement, or the amount that METRO is paying for the active employees represented by SMART ParaCruz, whichever is the greater amount. Qualifying SMART ParaCruz represented individuals who retired prior to July $1^{\text {st }}$, 2005 shall continue to receive supplemental premium payments in accordance with METRO's Retiree supplemental Premium Participation Plan adopted August 25th, 2006.
C. Effective January 1, 2020, an employee who declines participation in METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid one thousand dollars ( $\mathbf{\$ 1 , 0 0 0}$ ) for each full three (3) calendar month period (paid quarterly) beginning January 1 while in active service and in which METRO paid coverage would have been provided had METRO's medical program been elected. An employee selecting this option may enroll in METRO's medical insurance program during the open enrollment period.

### 10.02. Life and Accidental Death \& Dismemberment Insurance

METRO shall provide term life insurance in the amount of $\$ 25,000$ and accidental death \& dismemberment insurance in the amount of $\$ 50,000$ for twenty-four (24) hour coverage. Supplemental coverages will be made available and the cost shall be paid by the employee. Plan coverages shall be reduced by fifty percent (50\%) upon attaining age seventy (70).

## Attachment A

10.03. Industrial Injury
A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by METRO.
B. The employee may apply accumulated Annual Leave and Sick Leave in order to supplement Workers' Compensation benefits. Total compensation shall be equivalent to eight (8) hours pay per day at the employee's base wage rate.
C. In cases where an employee is injured as a result of a serious vehicular accident or an assault or battery while engaged in the performance of duties and is hospitalized, METRO shall supplement Workers' Compensation payments so that the employee receives their regular work assignment pay for the remainder of the bid. Should said hospitalization continue beyond the current bid, the employee will receive eight (8) hours pay per day, forty (40) hours per week, if full-time and twenty (20) hours per week if part-time, at their base wage rate for the period of time that the employee is continuously hospitalized up to a maximum period of three (3) months.
D. An employee may be required to visit METRO doctors for examination and treatment of industrial injuries within the first thirty (30) days following report of the injury except that an employee who has previously filed with METRO the name of a qualified medical physician for this purpose may be examined and treated by that physician for the period the Employee was unable to work because of the injury.
E. An employee who has been injured on the job and who has returned to work and who is required to take mandatory medical examinations for their industrial injury shall be paid time lost up to a maximum of eight (8) hours. The following medical appointments shall be considered mandatory, in order to maintain the employee's workers' compensation eligibility and paid time lost up to a maximum of eight (8) hours: AME or QME appointments, Workers' Compensation Physician ordered diagnostic appointments to include: MRIs, CAT scans, X-rays, Specialists, other diagnostic appointments and workers compensation physician evaluation appointments.

An employee who has been injured on the job and who has returned to work and who is required to take medical treatment as a part of an ongoing industrial injury shall be paid sixty (60) minutes at their base wage rate for each required medical appointment if completed during non-scheduled work hours. To qualify for payment, the employee must submit a verification of medical visit signed by their doctor or medical practitioner on the employee's next working day after each and every medical appointment.
F. If an employee is physically injured while on duty as a result of robbery or as a result of an unprovoked attack by another person which is reported to METRO, and the injury results in a loss of time, the Employee shall be paid for the balance of their daily assignment, or in the case of an Extra Board employee, they shall be guaranteed the hours of the assignment of the day on which the injury occurred.

### 10.04. Medical Arbitration

If there is a disagreement over the physical ability of an employee to resume service as an employee after a medical or industrial injury leave, METRO may require the employee to be examined by a physician of METRO's choice. If it is the decision of both the employee's and METRO's physicians that the Employee is physically able to return to work, a return date will be assigned within five (5) days of the decision.

If there is a difference of opinion between the two physicians, a third physician will be selected to adjudicate the disagreement, with the majority decision prevailing. The arbitrating physician shall be selected jointly by METRO and the Union from a list of five (5) physicians furnished by the County Medical or Chiropractic Societies. METRO and the Union shall alternately eliminate names from the list, with the first choice to be determined by lot. The remaining name shall be the arbitrating physician. The costs incidental to obtaining and arriving at a decision from the third physician shall be shared equally by METRO and the Union.

### 10.05. Dental Insurance

An employee and their eligible dependents shall be entitled to dental insurance coverage with monthly premiums paid by METRO.

The plan will provide for the following coverages: 100\% preventive services, $85 \%$ basic services, and $60 \%$ major services to a yearly maximum benefit amount of $\$ 1,700$. For a dependent under the age of $19,60 \%$ orthodontics to a $\$ 3,000$ lifetime maximum after a $\$ 50$ deductible.

### 10.06. Vision Insurance

An employee and their eligible dependents shall be covered by an insurance policy with the premiums to be paid by METRO to include:
A. Annual vision exam, lenses and frames with a fivedollar (\$5) deductible.
B. In a year in which an Employee or dependent does not obtain lenses and frames as provided above, the Employee may have applied up to three hundred fifty dollars (\$350) toward contact lenses, after a fifty dollar (\$50) deductible.

### 10.07. Retirement Insurance

To qualify for retirement life, dental, and vision insurance benefits an employee must accumulate ten (10) years METRO seniority, attain the age of 50 years or more and retire under the provisions of PERS while an employee of METRO. Dental, life, and vision plan coverage shall be provided by METRO until the retired employee reaches age sixty-five (65).

### 10.08. Survivors' Health Benefits

Upon the death of a covered employee who has dependents enrolled under the medical, dental and vision plans, the dependents shall continue to receive the same level of METRO paid insurance coverage for the twelve (12) month period immediately following the death provided the continuation of benefits (COBRA) forms have been completed.
10.09. State Disability Insurance

METRO shall provide for State Disability Insurance for each member of the representation unit at the expense of METRO.

### 10.10. Deferred Compensation Plan

METRO shall make available a deferred compensation plan. An employee may choose a deferred compensation plan of their choice consistent with deferred compensation regulations.

### 10.11. Long Term Disability Insurance

METRO shall provide a Long Term Disability Insurance plan at no cost to an employee to be offset by Governmental disability plans or METRO disability plans. The plan shall provide for replacement of $60 \%$ of actual monthly earnings, up to $\$ 3,000$ per month, and shall commence benefits after one hundred eighty (180) days of disability.
10.12. Effective Date of Benefits
A. All insurance policies shall be prepaid. Contributions toward the employee's share, if applicable, shall be by payroll deduction.
B. Employee medical, dental and vision insurance benefits will be effective for each full calendar month and will become effective on the first day of the calendar month following the date of hire, provided all required enrollment supporting documents have been satisfactorily completed by the employee and returned to METRO. Benefits will end on the last day of the calendar month of employment separation, except as otherwise provided in this Agreement.

### 10.13. Employee Benefits

A. METRO shall obtain policies or provide coverage which it is required to provide in this Article which are applicable to all eligible members of the representation unit covered by this Agreement.
B. An employee may choose to cover their registered domestic partner as a dependent under the medical, dental, and vision portion of the benefits program by submitting proof of the Declaration of Domestic Partnership filed with the California Secretary of State. An employee may add a registered domestic partner in the medical, dental, and vision insurance program twelve (12) months following deletion of a former registered domestic partner.

### 10.14. Employees on Leave

An employee on unpaid Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums after the Employee has been on leave for more than one (1) calendar month in order to continue METRO insurance benefits.

### 10.15. Reference to Plans

METRO agrees that any changes in coverage under its employee insurance benefit plans shall be subject to negotiations with the Union during the term of this Agreement. METRO further agrees that there shall be no decrease in scope or coverage provided by the plans unless mutually agreed upon.

### 10.16. Amount of Contributions

The amount of monthly employee contributions, if required while on leave, shall be the amounts set by the insurance carrier.

### 10.17. Eligibility Notification

An Employee shall reimburse METRO for all costs incurred by an ineligible dependent/spouse. It is the responsibility of an employee to notify METRO's benefits representative in the Human Resources Department upon any enrolled
dependent/spouse becoming ineligible or to timely apply to enroll an eligible dependent/spouse.

## ARTICLE 11. REDUCTION IN FORCES

### 11.01. Reduction in Forces

A. In the event that METRO anticipates a need for a reduction in forces, METRO shall notify the Union five (5) weeks in advance of the proposed layoff so that the parties may discuss the situation of METRO and develop procedures for implementation of reduction in forces if necessary. The Union and METRO shall complete their discussions within two (2) weeks of original notification.

An Employee shall be mailed the layoff notice by certified mail and at least twenty-one (21) calendar days prior to the date of layoff. The date of notification shall be the date of delivery on the certified letter receipt or the date the Postal Service first attempted but failed to deliver the letter. An Employee not given at least twenty-one (21) days' notice of layoff shall be given a day's pay for each day less than twenty-one (21) days up to a maximum of fifteen (15) days' pay.
B. Procedures for reduction in forces shall include, in order of preference:

1. Call for volunteers, in order of classification seniority, for layoff, to be considered involuntary.
2. Involuntary layoff in inverse order of original date of hire regardless of breaks in service. In the event of a tie, the original position in the seniority lottery will be used. An involuntarily laid off Employee
shall be given a severance payment of forty (40) hours at the base wage rate.

### 11.02. Laid Off Employee Benefits

A. An Employee on layoff as a result of a reduction in forces shall have their medical, dental, and vision insurance premiums continued, at no additional cost to the Employee, for a period of ninety (90) calendar days from date of layoff.
B. A laid off Employee shall be paid at the base wage rate for all of their unused Sick Leave in excess of sixty (60) hours and all Annual Leave. This benefit will be paid within two (2) weeks of separation. Unpaid Sick Leave hours of sixty (60) hours or less shall be retained by METRO up to three (3) years should the Employee be reinstated. An Employee having their name placed in the top five (5) places of the call back list shall have the option of having their Annual Leave retained by METRO for up to one (1) year from the date of layoff in lieu of being paid when laid off.
C. An Employee involuntarily laid off shall be granted up to eight (8) hours release time with pay at their base wage rate from work for the purpose of transitioning to other employment which may include resume writing, methods of job searching, interviewing, coping with stress or unemployment insurance benefits.

### 11.03. Call Back

A. Any Employee who is laid off as a result of a reduction in forces or who volunteers for layoff (11.01B) shall have their name placed on the call back list provided the Employee maintains good standing with the Union. METRO shall maintain the Call Back List, with

Employees ranked by order of full-time classification seniority and then by part-time classification seniority. The names remaining on the call back list shall expire within three (3) years. An Employee on the call back list shall maintain and accrue classification seniority.

For purposes of call back, an Employee shall first be called back by order of full-time classification seniority and then by part-time classification seniority which shall also include an Employee on the Furlough list having a current request to return letter on file. Employees having been placed on furlough status due to the expiration of an industrial injury leave after eighteen (18) months off work shall be called back first after notification to METRO that they have been medically released to return to work. An Employee with full-time classification seniority will have the right of first refusal for any vacancies in full-time or part-time classifications. An Employee may decline to accept the first or subsequent offers of reemployment with METRO, so long as there is an Employee with less classification seniority remaining on the call back list. Failure to accept an offer of re-employment when least senior on the call back list shall cause the name of the Employee to be dropped from the call back list.

Notification of the opportunity to return to active employment with METRO shall be by certified mail, return receipt requested, to the last known address.

To be eligible for reinstatement, a laid off Employee must keep METRO informed of their current address. METRO's obligation to offer reinstatement shall be fulfilled by mailing notices by certified mail, return receipt requested, to the most recent address supplied by the laid off Employee.

A laid off Employee must notify METRO of intent to return no later than seven (7) days from the delivery date, as indicated on the certified mail receipt, of METRO's reinstatement offer. Failure on the part of the Employee to respond in person or by certified mail, return receipt requested, within seven (7) days shall cause the name of the Employee to be dropped from the call back list. An Employee accepting reinstatement must report to work within fourteen (14) days after notifying METRO of intent to return.
B. METRO shall provide the Union with a list of former Employees who are on the call back list and indicate which persons have been contacted to return to work and whether they accepted or passed back the offer of work or failed to respond within seven (7) days.

### 11.04. Call Back Procedures Meeting

METRO and the Union agree to meet and discuss call back procedures which may include the following:
A. Return to work programs for laid off employees.
B. Service and staffing needs of METRO.

### 11.05. Furlough

An Employee who desires to leave their position retains the opportunity to return to employment as METRO personnel needs allow.
A. An Employee who wishes to take advantage of furlough shall give written notice to METRO and the Union not more than seventy-five (75) nor less than twenty-two (22) calendar days before the date the desired furlough is to take effect. METRO will notify the Employee of the status of their request no later than fifteen (15)
calendar days after the application is received. If the needs of METRO dictate, METRO may delay the date of release of furlough by a period not to exceed seventy-five (75) calendar days from the date of submission of request for the furlough. Once the furlough request is submitted to METRO, the Employee may not withdraw the request. Upon separation from METRO, access to the Employee's PERS contribution will be regulated by State Law.
B. The granting of an indefinite furlough shall not exempt an Employee from discipline or discharge.
C. The duration of the furlough will be at least six (6) months, but may continue for an indefinite period.

METRO will consider return to work requests within the initial six (6) months if unusual circumstances exist. An Employee who wishes to resume service must mail a letter of intent to return by certified mail to METRO's Human Resources Department. The letter will include the date on which the Employee will first be available for reemployment and an address and phone number where the Employee may be reached. The date an Employee provides as first becoming available for service shall not be more than twenty-four (24) months from the date the Employee began the furlough. An Employee failing to present the letter of intent to METRO and the Union within this twenty-four (24) month period shall be considered to have resigned effective the date the furlough began. An exception to this twenty-four (24) month deadline will be made in the case of an Employee on furlough status due to an Industrial Injury, for which the time limit shall be sixty (60) months.

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D. An Employee having submitted a letter of intent to return shall be first recalled to service before any new hires, subject to the needs of service of METRO. Once an Employee has given the letter of intent to return to service, the Employee must accept the first offer of return or they will be considered to have resigned. METRO shall notify the Employee by certified mail with a copy to the Union.

If the Employee is unavailable to return to work on the date specified in METRO's notice of recall, the Employee must notify METRO within five (5) calendar days of the date the recall notice was received, whereupon METRO may arrange with the Employee a return date that is within seven (7) calendar days of the originally specified return date. METRO shall honor the letters of intent to return in the order of the dates requested for return.

## ARTICLE 12. HOLIDAYS

12.01. Holidays Listed
A. The following days shall be considered as holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
B. In the event that one of the holidays falls on a Saturday or Sunday the Agency will have the option of observing the holidays on Friday or Monday.
C. For an employee's birthday falling on February 29th, the twenty-eighth (28th) day of February will be observed as the employee's birthday in years other than leap years.

### 12.02. Holiday Pay

A. Holiday pay shall be as follows: Each full time employee shall be paid eight (8) hours at the employee's base wage rate for the holidays listed in Article 12.01. Each part time employee shall be paid four (4) hours at the employee's base wage rate for the holidays listed in Article 12.01 Holiday pay shall not be paid if the employee was scheduled to work and did not work.
B. An employee who performs actual work on the holidays listed in Article 12.01A, shall be paid at one and one half ( $1 \frac{1}{2}$ ) times the employee's regular wage rate. The employee is guaranteed a minimum equal to twelve (12) hours at the regular wage rate. The eight (8) hour pay shall not be paid if the employee was scheduled to work and did not work.

If the Agency requires an employee to perform service on Thanksgiving, Christmas or New Year's Day the employee shall receive twelve (12) hours holiday pay in addition to one and one half times ( $11 / 2$ ) the employee's regular wage rate for all time worked.
C. Any employee working on the holidays in Article 12.01 A , who is relieved before completion of the day at the employee's own request, or who is absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one half ( $1^{1 / 2}$ ) times the employee's regular
wage rate for the service performed in addition to the employee's holiday pay.
D. An employee on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on the employee's regularly scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay. An exception to qualifying for holiday pay shall be payment for time lost for a traumatic injury as defined in Article 34.02. An employee who is granted unpaid time off for any part of the employee's shift (known as a waive eight), including on the day before, day of, or the day after will qualify for holiday pay, so long as the employee would otherwise qualify.

### 12.03. Birthday Holiday

Birthday holiday shall be considered scheduled days off for all purposes, except that an employee requesting to work the employee's assignment for that day shall be paid the employee's regular wage rate for working that day. An employee requesting to work the employee's assignment may elect to have eight (8) hours added to the employee's annual leave balance or be paid the employee's eight (8) hour holiday pay.

An employee must make the request in writing by 11:00 A.M. of the day prior to the day requested.

### 12.04. Holiday Conversions

A. If a holiday specified in this Agreement falls within an employee's Annual Leave period, or falls on any other of the employee's non-work days, the employee shall be compensated for the holiday by one of the following methods:

1. Eight (8) hours at the employee's base wage rate (holiday pay) for a full time employee
2. Eight (8) hours added to the employee's Annual Leave accruals for a full time employee
3. Four (4) hours at the employee's base wage rate (holiday pay) for a part time employee
4. Four (4) hours added to the employee's Annual Leave accruals for a part time employee
B. An employee may choose to convert any holiday specified in this Agreement to Annual Leave at full value. An employee working on the holiday may convert the holiday pay for New Year's Day, Thanksgiving Day and Christmas Day holidays to twelve (12) hours Annual Leave for full time employees, six (6) hours Annual Leave for part time employees.
C. An employee must make the request to convert a holiday to Annual Leave in writing by 10:00 A.M. the day prior to the holiday.

### 12.05. Service Reduction on Holidays

In the event that METRO reduces service levels on holidays, the Union and METRO shall collectively bargain in good faith on appropriate procedures for holiday sign-up and work.

### 12.06. No Pyramiding

This rule is not to be construed as requiring overtime pay on overtime pay.

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## ARTICLE 13. ANNUAL LEAVE

### 13.01. Accruals

A. Classifications within the representation unit shall accrue Annual Leave while in paid status and in accordance with the following rate based on METRO seniority (except as otherwise stated in this Labor Agreement):

| METRO <br> Seniority | Hourly <br> Accrual Rate | Approximate <br> days per year |
| :--- | :--- | :--- |
| Through 4 years | 0.0480 | 12.5 |
| 5 through 9 | 0.0788 | 20.5 |
| 10 through 13 | 0.0980 | 25.5 |
| 14 through 16 | 0.1096 | 28.5 |
| 17 and over | 0.1173 | 30.5 |

B. An employee may not carry over more than their earned Annual Leave accrual amount at the end of that fiscal/payroll year. Any Annual Leave accrued in excess shall be paid in cash.
C. Unused Annual Leave accumulated beyond eighty (80) hours may be paid in cash at the employee's base wage rate up to 200 hours annually upon written request at least fourteen (14) days in advance of the payroll date provided the employee has taken at least five (5) annual leave days during the previous twelve (12) months. Payment shall be made in the first pay

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period of March, June, September, and December of each year.
D. An employee separating from employment with METRO shall be paid for unused Annual Leave at their base wage rate.
E. Annual Leave compensation:

An employee will be compensated eight (8) hours per day, at their base wage rate, for each day taken on Annual Leave.
F. An employee may voluntarily donate any accrued Annual Leave to assist another METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in METRO regulations.

### 13.02. Scheduling of Annual Leave

Annual Leave shall be taken for vacation or other personal reasons. METRO shall establish a schedule which permits each employee to have the opportunity to take a minimum of all earned Annual Leave for the calendar year. The right of preference for dates on the Annual Leave schedule shall be governed by classification seniority. For the purposes of this article, all driver classifications shall be treated as one.
A. The Annual Leave Calendar containing designated Annual Leave spaces shall be as follows:

Winter Bid
Three (3) Drivers, one (1) Clerk, and two (2) all other non-driver classifications (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher and a Dispatcher/Scheduler and one (1) Supervisor.

## Spring Bid

Three (3) Drivers, one (1) Clerk, and two (2) all other non-driver classification (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher and a Dispatcher/Scheduler and one (1) Supervisor.

Summer Bid
Four (4) Drivers, one (1) Clerk, and two (2) all other non-driver classification (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher and a Dispatcher /Scheduler and one (1) Supervisor.

Fall Bid
Three (3) Drivers, one (1) Clerk, and two (2) all other non-driver classifications (no more than one (1) per classification). On the weekends, the non-drivers cannot be a Dispatcher and a Dispatcher/Scheduler and one (1) Supervisor.

Additionally on the following days:
Thanksgiving, the day after Thanksgiving, Thanksgiving weekend and December $24^{\text {th }}$ through January 1:

4 Drivers, 1 Clerk, and 2 all other non-driver classifications (no more than one (1) from any classification). On the weekends, the nondrivers cannot be a Dispatcher and a Dispatcher/Scheduler and 1 Supervisor.

METRO will create a Driver wait list of up to three (3) additional Drivers. The additional drivers, if any, will be selected two (2) days prior.

At such time that the number of employees increase by ten (10) from current ( $7 / 1 / 06$ ) staffing levels, METRO and the Union will negotiate additional Annual Leave slots.
B. Bidding for Annual Leave will be done in writing every bid cycle change. Each employee will deposit their Annual Leave proxy with a bidding representative prior to 5:00 P.M. on the employee's appointed day.

Posting of Annual Leave during bidding shall be in order of seniority, beginning with the most senior employee. Employees' choices will be posted to the Annual Leave Calendar at the beginning of the day following the day they are received. An updated Annual Leave Calendar will be made available at ParaCruz Base as soon as possible following the posting of the previous day's selections. The Annual Leave calendar shall indicate spaces guaranteed and spaces remaining open beginning with the first day of the bid cycle and extending through the following 365 day period.
C. The Annual Leave Calendar for the following bid period will remain open to all employees on a first-come, firstserved basis, regardless of an employee's classification
seniority. All requests must be submitted by the employee by 10:00 A.M. two (2) days in advance. Signing on Annual Leave for days that are left open on a first-come, first-served basis shall be handled as follows:

An employee shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that the employee wishes. This form shall be turned in to the ParaCruz Manager or designee and a copy returned to the employee making the request. The ParaCruz Manager or designee shall respond in writing to the employee by 12:00 noon of the second regular workday (Saturdays, Sundays, holidays excluded) following the date the request was submitted.

No later than each Tuesday, METRO shall make available at each ParaCruz Base an updated copy of the Annual Leave Calendar. The calendar shall indicate the spaces guaranteed and open spaces remaining from the current date through the end of the period available for sign up at the most recent semi-annual sign-up.

### 13.03. Cancellation of Annual Leave

A. An employee will not be required to take Annual Leave on the dates for which the employee has signed up, but those dates will be set aside (guaranteed) for their time off. An employee whose work has been posted for hold-down who then decides not to utilize their guaranteed time off must notify the ParaCruz Manager or designee at least thirteen (13) days prior to the date the employee's Annual Leave begins. All other employees must give two (2) days' notice. Failure to do
so will result in the employee being required to take their Annual Leave as scheduled.
B. Any changes requested by an employee to the Annual Leave Calendar will be submitted in writing on the appropriate form and shall be effected by the ParaCruz Manager or designee.
C. An employee who wishes to cancel Annual Leave that has been assigned as a hold-down may do so subject to the following conditions:

1. The employee must submit a written request to the ParaCruz Manager or designee.
2. The employee shall work the Extra Board for the time canceled and shall not be eligible for holddowns during that period.
3. The employee shall maintain their regular days off.
4. The employee may exercise their seniority for order of assignment as outlined in Article 31.05A.
D. An employee who is not qualified to bid or who loses their bid under the provisions of Article 30.04C shall have all their previously signed up annual leave days canceled for that bid period. This shall in no way impair the ability of employees unable to bid because of medical reasons from requesting supplemental pay from their annual leave balances.
13.04. Annual Leave Waiting Lists

A permanent waiting list will be maintained for all time available for bidding (one (1) year) with the Annual Leave Calendar. The waiting list will be established prior to the bidding
time for the first employee, and will become part of the Annual Leave Calendar for that bid cycle. The waiting list will include all employees that request Annual Leave on that day. If an employee wishes to take a particular day off and no open spaces remain for that day on the Annual Leave Calendar, their name shall be entered on the waiting list.

Sign-up on the waiting list will be handled in the same manner as sign up for guaranteed spaces on the Annual Leave Calendar; that is, in order of seniority during the bid sign-up and first-come, first-served after the bid sign-up is completed. In the event that spaces become available on the Annual Leave Calendar, employees whose names are on the waiting list will be contacted in the order that their names appear to confirm their Annual Leave sign-up for that day.

### 13.05. Annual Leave Planning and Qualifications

Planning of Annual Leave must be in accordance with the following and will be used as a guideline for priority:
A. The employee must have adequate accrued Annual Leave to be eligible for that leave. This shall include all Annual Leave time accrued through the end of that Annual Leave. Advance Sick Leave conversion and/or holiday conversion cannot be utilized until actually earned and credited to the employee's Annual Leave balance.
B. METRO shall be responsible for keeping accurate records for qualification for Annual Leave. An employee with insufficient accruals of Annual Leave time will be contacted by the ParaCruz Manager or designee prior to the thirteen (13) or two (2) day cancellation deadline and given the opportunity to cancel the time the Employee is not qualified to take on a day by day

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basis. An employee who does not cancel their Annual Leave will have any necessary adjustments to signed on Annual Leave time made by the ParaCruz Manager or designee.
C. Annual Leave Bidding:

An Annual Leave bid proxy shall be submitted by each employee by 5:00 P.M. of the day the employee is scheduled to bid for annual leave. In the event an employee fails to submit their Annual Leave proxy by the 5:00 P.M. deadline, but does submit their Annual Leave proxy time stamped no later than 8:00 A.M. of the next day, the affected employee's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for their bidding day. The seniority lost by that placement shall determine the employee's eligibility for Annual Leave as noted on their proxy. In the event more than one employee misses the 5:00 P.M. deadline on the day of bidding, the affected employees shall be ranked for choice of Annual Leave by classification seniority. An employee who fails to submit their Annual Leave proxy by the final 8:00 A.M. deadline shall forfeit their right to bid Annual Leave for time beyond the next bid period.

### 13.06. Illness During Annual Leave

If an employee becomes seriously ill and is incapacitated while on Annual Leave and the illness can be supported by a written statement from a physician, the employee shall have the period of illness charged against Sick Leave and not Annual Leave upon written request.

### 13.07. Advance Pay on Annual Leave

An employee may be paid for their scheduled Annual Leave in the last paycheck received prior to taking the Annual Leave days, provided the Employee makes a written request before the closing of the payroll for that paycheck.

## ARTICLE 14. LEAVES OF ABSENCE

### 14.01. Medical Leaves of Absence

A. An employee absent because of illness, except Workers' Compensation injuries, shall be considered to be on Medical Leave of Absence after one (1) continuous absence of more than seven (7) calendar days. The leave shall be limited to a period of six (6) months beginning with the first day of continuous absence. An employee shall present a physician's certificate of medical conditions within thirty (30) days of the first continuous day of absence and every thirty (30) days thereafter. For industrial injury leaves an employee shall present a physician's certificate of medical conditions every forty-five (45) days after the initial certificate is provided. An employee may present the certificate by certified mail.

In some circumstanced due to the serious nature of a medical condition an employee may be unable to provide medical documentation within the specified time limits. If sufficient documentation is provided METRO may waive the thirty (30) day requirement for a physician's certificate.
B. An employee on medical leave unable to return to work and perform the duties of an employee within the twelve (12) month maximum leave period will be placed on Furlough status.
C. An employee who desires to return from Medical Leave will present a physician's release stating a return-towork date. Should an employee returning from a leave require retraining the Employee will be returned to service within seven (7) calendar days from receipt of the written release.
D. An employee who is on Medical Leave of Absence on account of illness and who accepts regular, outside gainful employment shall not be terminated unless at the time the Employee performs the outside employment the Employee is physically able to perform their duties as an employee on a regular, fulltime basis. The employee will notify METRO and the Union of the employment. An employee who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires the Employee to accept gainful employment to be eligible for these benefits, shall not have their services terminated provided that the Employee immediately informs METRO and the Union of the employment and its duration.
E. METRO shall respond in writing within five (5) working days to all requests for extensions with copies of said response given to the employee and the Union.
F. The employee may apply accumulated Sick or Annual Leave in order to cover absences due to illness or injury or to supplement State Disability Insurance benefits. Total compensation shall not exceed eight (8) hours pay per day at the employee's base wage rate.

An employee on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.03. An employee shall continue to accrue METRO and Classification seniority for twelve (12) months. The employee will have METRO-paid medical, dental, and vision insurance through the month following the month of injury. The employee will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An employee on industrial injury leave and unable to return to work and perform their duties within eighteen (18) months shall be placed on Furlough status. An employee placed on Industrial Injury Furlough status shall have recall rights before non-medical recalls when they are medically released to return to work. The two (2) year return to work notification requirement shall be waived in accordance with Article 11.05 C.

### 14.03. Parental Leave

A pregnant employee may continue working as long as the performance of assigned duties is not impaired. An employee may apply for and be granted a Parental Leave of Absence for up to twelve (12) months. The employee may be required to produce a physician's certificate of medical condition.

An employee who accepts placement of a child under the age of eighteen (18) months, in anticipation of completion of a legal adoption, shall also be entitled to a Parental Leave of Absence for up to twelve (12) months, and shall be entitled to all other provisions set forth in this policy.
A. Notification of Leave:

Except for the initial leave, an employee must notify the ParaCruz Manager or designee one (1) month in advance of
the date the employee intends to take additional Parental Leave.
B. Notification of Return to Work:

When the employee is ready and available to return to work, the Employee will give written notification to METRO of their intent to return. METRO shall place the employee back in service within fourteen (14) calendar days from receipt of the written notification.
C. Use of Annual Leave and Sick Leave Accruals:

An employee may use accumulated Sick Leave and Annual Leave to cover absences related to maternity, paternity or adoption. Annual or Sick Leave may be used for continuous absences or for individual days. An employee may also use Annual Leave or Sick Leave accruals to supplement State Disability Insurance payments.

## 1. Request for Payment:

An employee using Annual Leave or Sick Leave accruals as noted above must submit a written request to the ParaCruz Manager or designee in a timely manner. The request shall specify from which account pay is to be drawn and include specific dates to be covered. Payments of Annual Leave or Sick Leave shall coincide with the regular payroll period.

## 2. Request for Singular Days of Parental Leave:

An employee may use Sick Leave or Annual Leave to cover absences related to maternity, paternity or adoption. Requests for singular Parental Leave days shall be made prior to 11:00 A.M. of the day before the requested day. No singular Parental Leave days shall be granted the day before, day of, or day after the
holidays listed in Article 12.01. Two (2) employees per day shall be allowed to use this option. Requests for time off under this section shall be approved by the earliest time stamp. There will be no unpaid singular days allowed under this Section. Parental Leave days will not be considered as counted absences per Article 15.04.

### 14.04. Bereavement Leave

Provided service is reasonably unaffected, employees will be allowed one (1) day off to attend the funeral of any individual who shared a significant personal relationship with the employee. The employee may request payment from their Sick Leave accruals for absence due to these occasions, not to be considered a counted absence per Article 15.04.

METRO shall grant time off and shall pay an employee up to three (3) eight (8) hour days at their base wage rate for any regularly scheduled work days lost in order to make arrangements and attend services due to the death of a family member. For purposes of bereavement leave, a "family member" will include: the employee's spouse or registered domestic partner; the parent, stepparent, in-laws, aunt, uncle, niece, nephew, or grandparent of the employee, their spouse, or registered domestic partner; the employee's child, which includes their biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; and the employee's sibling and step-sibling. An additional two (2) days paid time off at the employees base wage rate shall be granted if the distance travelled to the funeral is greater than three hundred fifty (350) miles. METRO may require verification of the distance traveled.

The three (3) days shall be construed as full eight (8) hour days only, and may be taken only within the seven (7) calendar days starting with the day of death or funeral. Any exceptions to this seven (7) day rule shall be made only by arrangement between the employee and management during the seven (7) day period. The employee must notify the ParaCruz Manager or designee before beginning the leave.

Time paid for Bereavement Leave shall be considered as time worked for all purposes, excluding overtime.

### 14.05. Military Leave

An employee who is inducted into the armed forces of the United States, or who volunteers for service during a national emergency shall, upon completion of the service, be reinstated to their former position with no loss of seniority, status, and base wage rate, provided that the Employee shall have been discharged from the military service and the Employee is still mentally and physically qualified to perform the duties of the position. Reemployment will begin no later than ninety (90) days subsequent to discharge. If hospitalization after the discharge continues for a period of not more than one (1) year, reemployment shall begin no later than ninety (90) days after the date hospitalization ends.

An employee who has been employed by METRO and is required to attend military exercises as part of their Military Reserve obligation shall be given leave to do so without loss of seniority, benefits, or Annual Leave or Sick Leave accruals.

### 14.06. Jury Duty and Other Required Legal Appearances

As a citizen it is the employee's duty and privilege to participate in certain governmental affairs. One of these is jury duty. If the employee is called for jury duty, or subpoenaed as a witness, METRO will provide the employees time off to serve,
as required by law, on a jury if the employee provides reasonable advance notice and proof of a valid jury summons to the Scheduling Supervisor or Dispatcher. METRO will also provide employees with time off to appear in court or other judicial proceedings as a witness on behalf of METRO to comply with a valid subpoena or other court order. If summoned for jury/witness duty, the employee must present the summons to the ParaCruz Manager or designee. The employee shall be granted a leave, the days of which will be governed by the time stated on the summons.
A. The employee will receive their base wage rate for their regularly scheduled workweek upon remitting fees (unless waived) to METRO.
B. Days lost because of jury service will be considered time worked for purposes of accrual of Annual Leave, Sick Leave, benefits and all other purposes.
C. At the employer's request, adequate proof must be presented of time served on jury duty.
D. No employee shall be entitled to compensation for service on the Grand Jury.
E. If necessary due to extended trials, METRO and the affected employee shall arrange a schedule which guarantees the employee two (2) consecutive days off with no loss in weekly guarantee.
F. An employee scheduled for jury duty or answering a subpoena as defined above on a regular day off, other than paragraph E above, shall receive alternative equal time off during the pay period or receive eight (8) hours pay at straight time rate.
G. An employee who is required to appear for any court appearance, deposition, or other legal matter not related to work shall be granted time off, but must first use accrued annual leave for this purpose.

### 14.07. Hospice and Critical Care Leave

A. An employee shall be granted necessary leaves to care for a critically ill family member with appropriate verification, not to exceed six (6) months in a twelve (12) month period. The leaves shall be granted on a daily, weekly or monthly basis as needed, provided that the request is submitted by 11:00 A.M. prior to the day being requested. An employee may be paid for these absences from their Sick Leave or Annual Leave accruals.

In the event a family member with a previously verified long term critical illness experiences periodic acute traumatic episodes for which emergency medical treatment must be sought, an employee shall be granted immediate release from their assignment to seek treatment for their family member. Release time shall be counted as leave under this Section.
B. An employee may voluntarily donate any accrued Annual Leave to assist another METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in METRO regulations.
14.08. Intra-METRO Leaves of Absence Out of Classification

An employee accepting employment in other classifications not covered by this Agreement, but within METRO, shall be granted a leave of absence. An employee on the call back list accepting employment in other classifications within METRO shall continue to accrue and maintain classification seniority.

### 14.09. Good Standing with the Union

An employee granted a leave of absence under the provisions of this Article must remain in good standing with the Union or pay the appropriate service fees if the Employee wishes to retain their METRO and classification seniority rights on positions covered by this Agreement.

### 14.10. Personal Leave

An employee who is unable to obtain leave under any other time-off policy and who desires an unpaid leave of absence for personal reasons shall set forth such reasons in writing and present them to the CEO/General Manager. Conflicting requests for unpaid personal leave of absence will be considered on a firstcome, first-served basis. Considering conditions prevailing in METRO at the time the request is made, the CEO/General Manager shall determine whether or not a leave shall be granted, as well as the period of time to be covered in said leave. Requests for unpaid leave shall not be unreasonable denied; however, the CEO/General Manager has the right to deny an employee's request if the purpose of the leave is a vacation and an annual leave balance exists. Requests for leave, if granted, shall be granted for thirty (30) calendar days or less. During this leave METRO shall continue to pay its share for medical, dental and vision benefit coverage. Except in the event of an employee emergency, no more than one (1) unpaid leave of absence may
be requested by an employee in any calendar year, nor can an employee request unpaid leave for consecutive 30-day periods.

An employee may request a personal leave of absence no sooner than sixty (60) calendar days prior to the commencement of the leave. Employees requesting an unpaid leave of absence shall be notified in writing of the denial or approval not less than thirty (30) calendar days of the commencement of the leave date. If an employee is requesting unpaid leave of absence less than sixty (60) calendar days before the commencement of the leave date, the Employee shall be notified in writing of the approval or denial within fifteen (15) calendar days of the leave. Once approved, METRO or the employee may not rescind an unpaid leave unless an unforeseeable emergency situation necessitates such denial. Documentation of unforeseeable emergency will be required.

## ARTICLE 15. SICK LEAVE

### 15.01. Accrual and Use of Sick Leave

A. A full-time Employee shall accrue Sick Leave while in paid status at the rate of .0462 hours per hour worked (approximately 12.5 days per year). Sick Leave shall mean personal illness or physical incapacity caused by factors over which the Employee has no reasonable immediate control, or the illness of a member of the immediate family of the Employee which illness requires their personal care and attention. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the Employee, or family member residing within the house of the Employee.
B. Sick Leave shall not be construed as a privilege which an Employee may use at their discretion, but shall be allowed only in the cases of necessity set forth herein.
C. Unused Sick Leave may be accumulated up to one hundred (120) days. Any Sick Leave accumulated beyond twelve (12) days or ninety-six (96) hours may be converted to Annual Leave at full earned value and added to an Employee's Annual Leave.
D. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the Employee's base wage rate. An Employee shall be compensated for all time lost from work up to eight (8) hours.
E. If an Employee's illness exceeds seven (7) calendar days, the Employee may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.
F. An Employee with five (5) years of continuous service with METRO shall be paid for unused Sick Leave when they retire under the provisions of the Public Employees Retirement System.

### 15.02. Notification

An Employee calling in sick must telephone their home Base not less than one (1) hour prior to their assigned, scheduled report time or they shall be charged with a miss-out. This shall not be construed as applying to an Employee who is medically unable to perform their duties while at work as determined by METRO or a Medical Professional. Medical verification shall be obtained that day.

### 15.03. Returning to Duty

An Employee returning to duty from absences shall notify their home Base by 11:00 A.M. the day before they intend to return to be given their regular assignment for that day. If the Employee notifies METRO of their intent to return between 11:00 A.M. and 5:00 P.M. of the day prior to their return, they shall be guaranteed work but shall not be guaranteed their regular assignment. If the Employee fails to notify their Base of their intent to return by 5:00 P.M. on the day prior to their return, they shall not be guaranteed work for the day of their return. If the Employee is not assigned, they shall remain on sick status for that day.

### 15.04. Absence Policy

A. All sick calls are counted absences toward progressive discipline for excessive absenteeism, except legallyprotected absences. An Employee shall be required to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the Employee has been under the physician's care and is able to return to work. Doctor's appointments will be counted as absences unless the Employee submits medical verification to their Supervisor that they are required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner and how many appointments are anticipated, if known, and must be submitted at least forty-eight (48) hours before the appointment begins. This exception is designed for an Employee who must undergo pre-scheduled medical treatments such as, but not limited to, prenatal care, physical therapy and chemotherapy, or who is required to be absent as a result of a chronic illness or disease as verified by a licensed medical practitioner.
B. Absences will be counted as follows:

1. One (1) day equals one (1) absence.
2. Two (2) or more consecutive workdays equals one (1) additional absence.
3. A partial day (any part of the employee's workday) equals one-half ( 0.5 ) absence.
C. Progressive Discipline:

Progressive discipline shall be applied for excessive absenteeism. An Employee maintaining a balance of greater than sixty (60) hours of Sick Leave shall not be subject to discipline under this Section.

1. When an Employee has had twelve (12) counted absences during a floating 365 calendar day period they will be given formal counseling.
2. Seventeen (17) counted absences within a floating 365 calendar day period will result in a written warning to the Employee for violation of the attendance policy.
3. Twenty (20) counted absences within a floating 365 calendar day period may subject the Employee to discharge unless number 5 below has been met regardless of the Employee's request.
4. An Employee who is absent from work a total of twenty (20) or more days in a floating 365 calendar day period may be subject to discipline if a pattern of abuse is demonstrated.
5. After one hundred eighty (180) calendar days without a counted absence, all prior Employee's counted absences will be rescinded upon request. The Employee must be actively working during this one hundred eighty (180) calendar day period.

## ARTICLE 16. DISCIPLINE AND DISCHARGE

## Preamble

This Agreement between METRO and the Union is based upon a spirit of cooperation between the Employees and METRO to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them. The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are outlined as follows:

### 16.01. Grounds for Discipline and Discharge

A. No employee will be disciplined, discharged, nor will adverse entries be made in the Employee's personnel record except for just and sufficient cause. Any adverse entries in an Employee's record shall be regarded as discipline and are subject to the provisions of this Article. Formal counseling shall not be considered discipline; however, records of this counseling may be kept for purposes of progressive discipline upon notification to the Employee and the Union. This formal counseling will be conducted in a manner that ensures the Employee's privacy.
B. No Employee may be suspended, discharged or removed from service prior to completion of the full

## Attachment A

appeal and hearing process as outlined in this Article and Article 18, except for one (1) or more of the following reasons:

1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty
2. Gross misconduct
3. Blatant insubordination
4. Serious accident
5. Criminal activity while on duty
6. Excessive miss-outs
7. Invalid driver's license
C. An Employee may be disciplined for abuse of Sick Leave in accordance with the standards identified in Article 15.

### 16.02. Miss-Out Rule

A. An Employee must report for assignments within one (1) minute of their scheduled report times or the Employee will be charged with a miss-out. An Employee calling in sick must telephone the home Base at least sixty (60) minutes prior to the scheduled report time or they will be charged with a miss-out. An Employee not reporting within one (1) minute of the scheduled report time may be called within sixty (60) minutes of the scheduled report time and requested to report to work, at the Employee's last known telephone number in the records of METRO, dependent upon the needs of METRO.

## Attachment A

B. An Employee who is not notified of a miss-out by the end of the next day shall not be charged with that missout. The notice shall be time stamped with a copy deposited in the Union mailbox. In the event that the Employee is not available, the copy to the Union shall suffice as notification.
C. Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an Employee's record for three (3) months. Disciplinary action shall be based on progressive discipline on the following schedule:

One (1) miss-out ............. Caution Notice
Two (2) miss-outs ...........Written Warning
Three (3) miss-outs ........One (1) day suspension/ ten (10) day step
reduction
Four (4) miss-outs...........Three (3) day suspension/ thirty (30) day step reduction

Five (5) miss-outs ...........Ten (10) day suspension/ one hundred (100) day step reduction

Six (6) miss-outs .............Subject to discharge
D. No Show Rule:

An Employee who fails within one hundred twenty (120) minutes of the scheduled report time to report to work shall be charged with an additional miss- out for that day and shall be
assessed an additional one (1) day suspension. For this No Show penalty to be assessed, METRO must have called the Employee, as described in Paragraph A above, and if reached, requested the Employee to report to work and informed the Employee that failure to report will result in a No Show. All calls will be recorded and logged and if METRO is unable to reach the Employee, the No Show will be assessed.
E. Miss-outs may be waived if an Employee provides proof that they could not report on time due to one of the following:

1. Inability to report due to hospitalization of Employee or immediate family
2. Involvement in automobile accident
3. Natural disaster (including power failures)
4. Schedule failure of public transit
5. Traffic congestion due to accident or temporary construction

## 6. Any statutorily protected absence.

F. An Employee who fails to report as a result of METRO scheduling errors shall not be charged with a miss-out.

### 16.03. Notice of Intent to Discipline or Discharge

METRO shall notify the Employee in writing of the intended discipline or discharge. The notice shall include Notice of Intent case number, a statement of the precise and complete charges, and shall be given to the Employee no later than twenty (20) days after the date of METRO Management's knowledge of the occurrence which is the basis for the charges. In the event that the Employee is not available, METRO may send the Notice of

Intent to the Employee by certified mail postmarked no later than eighteen (18) days after METRO Management's knowledge of the occurrence. A time-stamped copy of this notice shall be sent to the appropriate Union Base Representative on the same day as it is sent to the Employee. The Notice of Intent shall be signed by the Manager of Operations or designee. In the Notice of Intent, there shall be included the disciplinary action recommended:
A. Letter of Reprimand - May request first level hearing.
B. Suspension - Automatic first level hearing, including date of hearing; in cases not involving repeat offenders or serious offenses as listed in Subsection 16.01 if in lieu of the suspension and elected by the Employee, a temporary one (1) pay step reduction - right of appeal is waived.
C. Discharge - Automatic first level hearing, including date of hearing.
16.04. First Level Hearing Procedures and Time Limits

The first level hearing shall be heard by the Manager of Operations or designee and must be held before any Employee is suspended or discharged. A first level hearing will also be held in the case of a letter of reprimand, if requested by the Employee.
A. Letter of Reprimand Hearings (requested by an Employee):

Hearings on Letters of Reprimand must be requested by an Employee within ten (10) days of the receipt of Notice of Intent to Discipline or the Letter of Reprimand will be placed in the Employee's personnel file. The Manager of Operations or their designee shall hold the hearing within ten (10) days of receipt of the request for hearing from the Employee.

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B. Hearings on Suspensions or Discharges:

Hearings on suspensions or discharges shall be held no less than five (5) days and no more than fifteen (15) days from the time the Union and the Employee receive the time stamped Notice of Intent to Discipline, except in cases where extension of time limits is agreed upon.
C. Notification of Hearing:

Five (5) days before the first level hearing, the Manager of Operations or their designee shall provide notification of the hearing date to the Union and every Employee who is entitled to one. The notification of the hearing shall include:

1. Time of hearing
2. Place of hearing
3. Date of hearing
4. Notice of Intent case number
D. Report of Hearing:

No more than ten (10) days following the hearing, the Manager of Operations or their designee shall submit a report of the hearing to the Union and the affected Employee. This report shall contain the following:

1. Date
2. Names of those present
3. Notice of Intent case number
4. Statement of each charge
5. METRO decision on each charge

### 16.05. Final Appeal Before Arbitration

If a disciplinary action or discharge is not settled to the satisfaction of the Employee or the Union at the Operations Department level, the Employee or the Union may refer the disciplinary action or the discharge to the CEO/General Manager or their representative.
A. Request for Appeal Hearings:

The Union or the Employee must request any appeals within ten (10) days from receipt of the decision of the Operations Manager or designee.

The final appeal hearing shall be held within fifteen (15) days from the date of the request of the hearing by the Union, with the understanding that the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance.

The Employee shall have the opportunity to arrange representation and/or witnesses, who will be released from duty without loss of compensation if employed by METRO. The Employee's representative or the Employee if not represented will be allowed to question all witnesses.
B. Written Decision of Appeal Hearing:

No more than ten (10) days after the date of the appeal hearing, a written decision on the disciplinary action or discharge shall be prepared by the CEO/General Manager or their representative and a copy shall be given to the Union and the affected Employee. The decision shall contain:

1. Date and Case Number
2. Names of those present
3. Statement of each disciplinary action or discharge
4. METRO's decision on each charge
16.06. Employee's Rights
A. At any meeting or investigation, at any level of the appeal and hearing procedure, the Employee and/or Union representative (with authorization from the Employee) shall be allowed to get whatever information is desired from the Employee's personnel file.
B. Any disciplinary action resulting in suspension or discharge shall be reported to the Union within two (2) days, and confirmed by letter within three (3) days of the date and time of notification of the Employee.
C. If at the meeting or a subsequent hearing, the Employee who was suspended is determined to be completely blameless of charges regarding the offense; the Employee shall be reinstated to their former position without loss of METRO or classification seniority and will be paid wages lost as though the Employee had not been suspended. It is agreed that no entry shall be made on the Employee's record of the suspension, if the Employee was found to be completely blameless. If it is found that the Employee in question was partially blameless, then METRO may reduce the penalty and/or return some or all of the Employee's lost wages.
D. An Employee shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the Employee's record as long as the complaint or charge remains on file.
E. The Employee shall have the right to Union representation at any meeting or hearing that the Employee has a reasonable basis to suspect may result in discipline. The Employee's representative, or the Employee if not represented, will be allowed to question all witnesses.
F. Adverse notations on the Employee's record that result in a three (3) day suspension or less which are more than twelve (12) months old shall not be used for future discipline. Disciplinary suspensions of more than three (3) days which are more than five (5) years old shall not be used for future discipline.
G. No adverse entry shall be placed in an Employee's file unless written and signed by the person making the charge or complaint. Hearsay evidence shall not be the basis for discipline or adverse entry in the Employee's record. Written declarations signed by the witness may be used as evidence. An Employee cannot be suspended as a result of a passenger complaint, unless the Employee has the right to face their accusers or witnesses in person. If METRO suspends or discharges an Employee under provisions of 16.01B prior to the completion of the first or second level hearing, the Employee has the right to face their accusers or witnesses in person before the discipline is imposed.

### 16.07. Assessment of Suspensions

Suspensions shall be served within thirty (30) days of the date of the final decision on the suspension or within twenty (20) days of return to work. Multiple day suspensions shall be served consecutively. METRO shall determine the dates of suspension.
16.08. Extensions

By agreement between METRO and the Union, the limits set forth in this Article may be extended to specific times in individual cases. They shall be further extended by up to one (1) year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union.
Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

### 16.09. Time Limits and Forfeiture

In computing the time limits as fixed in this Article, Saturdays, Sundays, and holidays shall be excluded. The failure of METRO to adhere to the time limitations set forth above shall result in forfeiture of METRO's case. If an Employee and the Union representative fail to attend any meeting or hearing referred to in this Article, it shall result in the right of the Union to appeal to the next level.

### 16.10. Discipline or Discharge of Probationary Employees

The provisions of this Article shall only apply to fully qualified Employees who have satisfactorily completed their probationary period.

### 16.11. Exclusionary Rule

If within ten (10) days from receipt of the first level decision and prior to the second level hearing, the Union requests a written document(s) that was in METRO's possession, and it is not
provided, then METRO shall be excluded from using it in arbitration.

## ARTICLE 17. GRIEVANCES AND CLAIMS

### 17.01. Definition

A grievance is defined as any controversy between METRO and the Union arising out of or by virtue of the Agreement.
Grievances and claims must be filed within twenty (20) days after the alleged violation becomes known to the Union.

### 17.02. Notification

If a grievance is alleged by the Union, it must be filed in writing with the appropriate METRO management official, as the case may be, within twenty (20) days after the occurrence or discovery of the alleged grievance. The grievance must be concise and in writing and must state what specific section of this Agreement or rule or policy of METRO has been violated, and contain a brief description of the violation, any steps that were taken to secure informal resolution, and proposed resolution of the grievance.

### 17.03. Informal Conferences

The parties are encouraged to meet prior to filing the written grievance and work to resolve disputes.
17.04. Hearing

Within fifteen (15) days after the receipt of the grievance, the parties shall meet in a hearing and attempt to settle the grievance, with the understanding that the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

### 17.05. Final Appeal Before Arbitration

Within ten (10) days after the receipt of the decision of METRO management, an appeal may be directed to the CEO/General Manager or their representative. The hearing will be held within fifteen (15) days and the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

### 17.06. Extension of Time Limits

The time limitations set forth in this Article may be extended by mutual written agreement. They shall be further extended by up to one (1) year whenever the Union shall advise METRO in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that METRO shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

### 17.07. Violation of Time Limits

The failure of the Union to adhere to time limits set forth above or to appear at the time of the hearing shall cause forfeiture of the Union's case. The failure of management to adhere to the time limitations set forth above shall result in the right of the Union to appeal to the next level.
17.08. Applicability of Article

These rules covering grievances, claims, and procedures are applicable to all Employees whose conditions of employment are within the scope of this Agreement.

### 17.09. Computing of Time Limits

In computing time limits as fixed in this Article, Saturdays, Sundays, and METRO holidays shall be excluded.

### 17.10. Submittal and Payment of Claims

The Union shall have the right to submit claims for individuals and the submission shall be recognized and treated as set forth herein.

Settlement of non-payroll claims shall be paid to the Employee by separate check within fourteen (14) days of the date of submission.

Settlement of payroll related claims will be paid in the first pay period following the decision of the Hearing Officer.

This section shall in no way preclude earlier settlement of payroll claims when an Employee has received less than the pay to which they are entitled.

## ARTICLE 18. APPEAL TO ARBITRATION

### 18.01. Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application or breach of any of the terms of this Agreement or the discipline or discharge of any employee covered by this Agreement, is not settled to the satisfaction of the Union or METRO, either party may, within twenty (20) days from the date of the decision, by written notice to
the other party, request that the matter be submitted to arbitration for decision.

By mutual agreement of the parties, any matter subject to this article may be submitted to mediation through the State Mediation and Conciliation Service prior to arbitration.

The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the explicit provisions of this Agreement and the applicable rules and regulations at issue between the parties and the issuing of a decision or award in accordance therewith. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the Arbitrator shall be rendered after the evidence and arguments are presented by the parties in the presence of each other and in post hearing briefs if allowed. This decision shall be final and binding to the parties except as outlined in Article 18.02A.

All expenses of the arbitration shall be equally divided between the parties, except that if one party cancels the arbitration after the date has been set that party shall bear all costs associated with the cancellation. Any employee who is a witness will be released without loss of compensation.
A. Within ten (10) days from the date of notice of appeal, the Union and METRO may mutually agree on a neutral party from an independent source to serve as an Arbitrator. In the event the Union and METRO fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as an Arbitrator. If the list is requested from the California State

Conciliation Service, the Union and METRO, within five (5) days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall, within five (5) additional days after the receipt of the list of names, alternately strike three (3) names from the list, with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot. The Arbitrator is requested to expedite the decision. At the request of either party, Court Reporter shall be present at the hearing. Unless both parties agree, the costs shall be borne by the requesting party. Upon the agreement of the Union and METRO, a transcript of the proceeding shall be made available to both parties and shall be included in the final hearing expenses.
B. An expedited arbitration panel shall be established which shall apply to:

1. Disciplinary suspensions of up to five (5) days
2. Grievances and Claims having a total monetary value of less than $\$ 2,000$
3. Any other dispute which the Union and METRO mutually agree to submit to this process.

Appeals to arbitration will be scheduled at a mutually agreeable time and place not exceeding sixty (60) calendar days from receipt of appeal.

Appointment to the expedited arbitration panel shall be by mutual agreement between the Union and METRO. Three (3) arbitrators shall be chosen to serve overlapping terms. Nothing shall preclude the parties to this agreement from retaining the same arbitrator for successive terms.

Either party to this agreement may request submission of a dispute meeting the parameters above to the expedited arbitration panel, giving written notice of the matters to be arbitrated and stating the relief requested. The arbitrator shall be notified within ten (10) days with a request for a mutually agreeable date for the arbitration.

The controversy shall be heard by a single arbitrator selected, in rotation, from the three (3) person expedited arbitration panel. Should the arbitrator scheduled to hear the next matter be unavailable for a period of sixty (60) calendar days the following arbitrator in the rotation list shall be used.

All arbitrations shall be held at a mutually agreed upon location. Either party may request a court recording be made of the proceedings with the cost to be borne by the party making the request. Each party will have a maximum of two (2) hours to present its case; to cross-examine the other party's witnesses and for rebuttal. Written arguments shall not be filed. After the parties have presented the evidence and conducted cross-examination, each party will have an opportunity for oral argument before the Arbitrator for a period of not more than fifteen (15) minutes.

Following each case, the Arbitrator will meet with one (1) representative of the Union and Management in closed session. The Arbitrator will mediate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree within thirty (30) minutes, the Arbitrator will render the decision.

The Arbitrator shall announce the decision orally in the presence of both parties. The decision will be recorded but a formal written decision will not be required; any written decision will be brief.

### 18.02. Appeal of the Arbitrator's Decision

A. The Union or METRO may appeal the decision of the Arbitrator solely on the condition that the Union or METRO can substantiate that the ruling is inconsistent with applicable State or Federal Law or METRO rules and regulations in effect at the time of the occurrence on which the grievance or dispute is based. It is understood that, should there be a conflict between METRO rules and regulations and any provision of this Agreement, only rules of this Agreement shall apply. It is further understood that METRO will not revise its rules and regulations without first offering to meet and confer on those revisions with the Union.
B. The appeal shall be submitted to the Santa Cruz Metropolitan Transit District Board of Directors within fifteen (15) days from the date of ruling by the Arbitrator. A written decision of the appeal to the Board of Directors shall be prepared by the Board of Directors within five (5) days from the date of the appeal hearing and two (2) copies shall be mailed to the Union within five (5) days from the date of decision.

### 18.03. Time Periods

In computing the time limits as fixed in this Article, Saturdays, Sundays and METRO holidays shall be excluded except where "calendar days" are specified. Any of the time periods within any of the steps required in this Article may be extended by mutual consent of the parties. The failure of either party to adhere to the time limitations set forth or to appear at the time of the hearing shall cause forfeiture of that party's case.

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## ARTICLE 19. COURT APPEARANCES

19.01. Compensation for Appearance

METRO agrees that when they direct an employee in conjunction with any legal matters involving METRO directly, or indirectly, or for time spent under subpoena by METRO in any proceedings wherein their presence is required, due to their witnessing occurrences while on duty, to compensate the Employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of the appearance. Pay will include travel from the employee's home Base to point of appearance and return. METRO will notify the employee at least five (5) days prior to notification of the court date. If there is a conflict with signed-on Annual Leave, METRO will work with the employee to resolve the conflict.

This Article covers any matters through which an employee is required to spend time by request or subpoena by METRO or any law enforcement agency covering collisions or incidents which happen while the employee is in the performance of their duties. An employee will notify the proper official of METRO as soon as possible upon being served a subpoena Compensation will be as follows:
A. During Regular Work Hours:

An employee will not be paid less than they have received had they worked their scheduled assignment.
B. During Regular Time Off or Days Off:

An employee will receive pay at the overtime rate for time required.

## C. On Annual Leave

1. An employee will be paid their straight time rate of pay for a minimum of eight (8) hours, not charged to Annual Leave, on what would be a regular work day, and the overtime wage rate for time required, not charged to Annual Leave, for appearance on their day off.
2. Payments outlined in 1 above will be made in lieu of Annual Leave payments due an employee under the provisions of this Agreement.

### 19.02. Instructions to Report

It is understood that an employee will be instructed to report to court or the attorney's office only by METRO personnel and not by representatives of the insurance company or attorney's office.

### 19.03. Traffic Citations

METRO agrees to compensate any employee for lost time while in court defending against a traffic citation for a moving violation received by the employee while on duty for METRO for which they are found not guilty. METRO will pay all fines for speeding issued against an employee driving an METRO vehicle which results from a speedometer being defective or missing.

### 19.04. Legal Assistance

In the event an employee is 1 ) charged with any crime or traffic violation arising directly out of a collision or incident involving a METRO vehicle, property or person, occurring while the employee is on duty and within the course and scope of their employment, or any crime allegedly perpetrated while the employee is on duty and within the course and scope of their employment; and 2) the employee has not engaged in any action that would subject that employee to termination; and 3) the
employee is ultimately acquitted of all charges; METRO shall reimburse the employee for reasonable legal fees incurred for the employee's defense. If the parties cannot agree within two working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Criminal Defense Bar requesting that it assign an association member to review the legal fees and determine whether they are reasonable. METRO shall pay any required fees for this service. METRO shall only be responsible for payment of legal fees if the Court has determined that the employee is not eligible for the Public Defender due to their income level.

### 19.05. Legal Support

If an employee is named as a party defendant in a civil action arising out of the course and scope of their employment with METRO; and 1) the employee has not engaged in any action that would subject that employee to termination; and 2) there exists no conflict of interest between METRO and the employee; METRO shall either reimburse the employee for reasonable legal fees arising from these disputes or will provide the employee, at METRO's expense, with competent legal counsel to represent the employee in court. A dispute regarding conflict of interest shall be brought as soon as possible, but in no event later than one (1) month, to the Board of Directors for determination. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and METRO will jointly prepare a letter by the end of the second day to the Santa Cruz County Superior Court Administrator requesting that the Employee assign an independent civil attorney to review the legal fees and determine whether they are reasonable. METRO shall pay any
required fees for this service. METRO shall only be responsible for payment of legal fees.

## ARTICLE 20. MANAGEMENT RIGHTS

### 20.01. Management Rights

The Union agrees that METRO has complete authority for the policies and administration of all METRO departments which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this Agreement. The authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in METRO and not covered by this Agreement is in the province of METRO. The exercise of any right, power, authority, duty or responsibility by METRO and the adoption of rules, regulations, and policies as it may be deemed necessary, as they apply to employees represented by the Union, shall be limited only by the specific and express items of this Agreement and the requirements of the laws and Constitution of the State of California.

## ARTICLE 21. CONTINUITY OF SERVICE TO THE PUBLIC

### 21.01. Continuity of Service to the Public

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities. The parties agree that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with rules, regulations or orders. During the term of this Agreement, neither the Union nor its members shall call, sanction, assist or engage in any strike, slowdown or stoppage of METRO's work, operations or service, or in any manner sanction, assist or engage in any restrictions or
limitations of the work, operations, or service of METRO. Refusal of an employee to cross a primary picket line shall not be construed as a violation of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, where entering property involved in a labor dispute or going through a bona fide labor organization's picket line will result in potential damage to METRO equipment or physical injury to the employee or where physical injury to persons in the picket line could result or where a member of METRO employee's immediate family is involved in a labor dispute. This section shall not apply to informational picket lines established or endorsed by bona fide labor organizations.

During the term of this Agreement, METRO shall not cause or permit any lockout of any of its employees.

## ARTICLE 22. ASSIGNABILITY

### 22.01. Assignability

This Agreement shall be binding upon the successors and/or the assignees of the parties hereto, and no provisions, terms, or obligations herein contained, nor the certification of the exclusive bargaining agent be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, affiliation or assignment of either party hereto, nor affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise, in the location of business of either party.

## ARTICLE 23. SEPARABILITY

23.01. Separability

Should any portion of this Agreement be altered or modified due to legislative action or court decision, or should any portion of this Agreement be found contrary to State or Federal law, the remaining provisions shall in no way be affected and shall remain in full force and effect. Any portion of this Agreement affected by changes in law shall be the basis of collective bargaining on the part of METRO and the Union to bring the language of the Agreement into compliance.

## ARTICLE 24. COLLECTIVE BARGAINING DURING TERM OF AGREEMENT

24.01. Final Agreement Between the Parties

This Agreement constitutes the final agreement of the parties hereto on the subjects covered herein. The Union and METRO have collectively bargained in good faith negotiations through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. During the term of this Agreement, there shall be a duty upon both parties to collectively bargain in good faith as is expressly provided for in Article 24.02.
24.02. Duty to Collectively Bargain in Good Faith on Matters Not Covered - No Economic Action

The parties hereto have a duty to communicate and respond in a timely manner within ten (10) working days of written request by the other party on subjects which are not specifically covered by this Agreement, and hereby agree to collectively bargain in good faith on wages, hours, working conditions and other terms of employment, which are not specifically covered by this Agreement during the term of this Agreement; provided, however, neither
party shall use any type of economic force in support of any proposals either of them make on any of these subjects.

If new classifications are added to the bargaining unit during the term of this Agreement, the Union and METRO will collectively bargain in good faith on wages, hours, working conditions and other terms of employment for those new classifications.

## ARTICLE 25. EFFECTIVE DATE-DURATION-TERMINATION

### 25.01. Effective Date-Duration-Termination

A. Except as otherwise provided herein, this Agreement shall be made effective August 6, 2019 and shall remain in full force and effect to and including June 30, 2022 and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.
B. Any requests to modify or change this Agreement or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) calendar days prior to June 30, 2022, and in the event the Agreement is in effect after that date, by reason of the provisions of subsection (A) hereof, not later than ninety (90) calendar days prior to the expiration date of any subsequent yearly period.
C. METRO shall provide release time without loss of compensation from work time for up to three (3) employed Union Representatives to participate in
collective bargaining pursuant to the modification or termination of this Agreement. Release time shall include one (1) hour before the scheduled start time for those sessions scheduled less than a full day.

If any Union Representative is required by the schedule of full day bargaining sessions to meet with METRO on their regular day or days off, the Employee shall be granted an alternate day(s) off.

When a Union Representative is released from work time with pay for time spent in bargaining, that time shall be counted as time worked for all provisions within the Labor Agreement.

## ARTICLE 26. GUARANTEED WORKWEEK

26.01. Regular Employees
A. A regular employee shall be guaranteed eight (8) hours pay time per day, forty (40) hours pay time per week provided the Employee works as assigned, with two (2) consecutive days off. In the case of any run or shift less than eight (8) hours, METRO shall pay eight (8) hours pay time and these runs shall be considered as containing eight (8) hours work time.
B. All pay time for a regular employee will be included and be a part of the eight (8) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

### 26.02. Extra Board Employees

A. An Extra Board employee shall be guaranteed eight (8) hours pay time per day, five (5) days per week provided
the Employee is available and works as assigned, with two (2) consecutive days off.
B. All pay time for an Extra Board employee will be included and be part of the eight (8) hours daily guarantee, subject to the provisions of Article 12.02D (Holiday Pay).
C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

### 26.03. Part-Time Employees

A. A. A part-time employee shall be guaranteed four (4) hours pay time per day worked, twenty (20) hours pay time per week provided the Employee works as assigned, with two (2) or more consecutive days off. In the case of any shift less than four (4) hours, METRO shall pay four (4) hours pay time and these runs shall be considered as containing four (4) hours work time.
B. All pay time for a part-time employee will be included and be a part of the four (4) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

### 26.04. General Provisions for All Employees

Any employee who fails to report as assigned shall lose their guarantee. An employee who fails to report as assigned and who is subsequently given and completes an assignment shall receive a minimum of four (4) hours pay at their regular wage rate for that day.

### 26.05. Additional Work

A. Regular employees shall not be required to run extra trips or do extra work except in cases of emergency where special events, blockage, fires, or acts of God require extra service.
B. An employee may only refuse additional work in excess of eight (8) hours already worked and shall not be required to work beyond eleven (11) hours spread from initial scheduled report time.
C. An employee who performs extra work in addition to their regular scheduled assignment shall be paid at the overtime rate for all additional work, except in the case of an employee working less than eight (8) hours under the provisions of Article 26.01A. In this case, the extra work shall be paid at the base wage rate until the Employee has eight (8) hours on the clock, after which the overtime rate shall apply.

### 26.06. Breaks in Split Runs or Shifts

Breaks in split runs or shifts of less than thirty (30) minutes shall be paid straight through. For purposes of calculating overtime, these breaks shall be considered time worked. An employee will be paid for all time required to be in service or away from their home Base from scheduled sign-on time to subsequent sign-off time excluding the IWC 9 required breaks as specified in Article 35.
26.07. Exceptions
A. An employee relieved before the completion of a day at their own request, or who is absent from duty and not available for service for part of a day, shall receive pay
for only the portion of the day worked and the minimum allowance of eight (8) hours shall not apply.
B. Where an Operator misses-out on an assignment and subsequently reports to work within two (2) hours of their originally scheduled report time, the Employee shall receive pay only for hours worked, with a minimum guarantee of four (4) hours, thereby forfeiting their guaranteed five (5) day, eight (8) hours per day workweek. The reduction in the workweek shall only apply to the day in which the Operator missed out

## ARTICLE 27. OVERTIME

27.01. Overtime Provisions

An employee shall be paid one and one half ( $11 / 2$ ) times their regular wage rate for all work the Employee performs that is in excess of eight (8) hours per day or each hour in excess of forty (40) hours per week. An employee shall be paid two (2) times their regular wage rate for all work performed on their seventh (7th) consecutive day of that pay week.

### 27.02. Work on Days Off

A. No employee shall be required to work on their day or days off.
B. An employee shall be paid one and one half ( $11 / 2$ ) times their regular wage rate for all work performed on their scheduled days off provided that the Employee will have worked forty (40) hours within that work week. An employee shall be paid two (2) times their regular wage rate for all work performed on the seventh (7th) consecutive day of that pay week. Annual Leave Holidays, Jury Duty, and Union business will be considered time worked for the purposes of this

Section. A full-time employee shall be guaranteed twelve (12) hours pay time for working on their day off provided the Employee works as assigned on that day. However, should METRO cancel accepted overtime, the employee shall receive eight (8) hours pay time if not cancelled within sixty (60) minutes of overtime being accepted.

An employee passed over in correct order of call for additional work under the provisions of Article 27.03 shall be guaranteed eight hours at the employee's regular rate of pay. An employee working on Annual Leave days will be paid under the provisions of Article 27.01.
C. METRO shall furnish the Union each payroll period a report of all employees called to work on their days off.
27.03. Calling of Additional Employees

There shall be a sign-up list for employees making themselves available for additional work. Call-back shall be in order of classification seniority according to the following provisions:

Each week, "Call for Additional Employees" lists (Call Lists) will be available for sign-up. Call back shall be by classification seniority:
A. General Provisions:

1. METRO will determine what work, if any, is to be made available for overtime
2. Where more than one assignment is available at the time of the call for additional work, an employee will be given their choice of work, subject to rest requirements.
3. One (1) documented call will be made to each employee on the list who will have the minimum eight (8) hours rest. An employee accepting a shift which would violate the ten (10) hour rest period, will waive the penalty pay requirement.
4. An employee unable to accept an assignment because of lack of eight (8) hours rest will be the first called for any shift they can legally work.
5. An employee being called for additional work must speak directly with the Supervisor or their designee on duty in order to be considered for work available at the time of the call.
6. An employee unavailable at the time of the call will be passed and may be called again after call lists are depleted, provided unassigned work remains.
7. With the exception of Thanksgiving weekend, when the call lists have been depleted, other employees not on the lists will be requested to work in order of classification seniority. No employee may be required to work on their days off.
B. Special Provisions:
8. Next Day Assignments:

When an employee on a call list is working a shift, the Employee will be contacted by radio, and will be asked for an affirmative or negative response as to working the following day. If the response is affirmative, and there are more than two (2) assignments available, the employee will contact the Dispatcher or Supervisor on duty by telephone and choose their assignment. In the event there is only one (1) assignment available, that

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assignment will be identified and the employee shall respond over the radio. If no call is received, the employee will be assigned the piece with the earliest sign-on time.
2. Same Day Assignments:
a. As assignments become known, the Supervisor on duty will call employees on the sign-up lists who have not previously been assigned, or declined assignment, according to the above section.
b. In situations where a partial work assignment is unforeseen and becomes available on the day of the assignment and if out of operational necessity the work must be assigned immediately, METRO may assign the partial work to an available employee on a first-come, first-served basis. This provision is intended to allow uninterrupted service to the public after the employee sign-up list has been depleted.

## ARTICLE 28. SPECIAL PROVISIONS-VEHICLE MECHANICS

[ARTICLES 28.01, 28.02, AND 28.03 REMOVED BY AGREEMENT OF THE PARTIES]

## ARTICLE 29. PASSENGER SERVICE ASSIGNMENTS

29.01. Classification of Assignments
A. Work shall be designated full-time regular assignments, extra board assignments, part-time assignments and special assignments.
B. Work assignments will be classified as straight or split shifts. Regular assignments may not be split more than once.

### 29.02. Establishment of Passenger Service Work Assignments

A. All passenger service work (including preparatory time, pull-in time, deadhead allowances and/or travel time in connection therewith) having a regularity of five (5) days in any given week shall be established as regular assignments. Full-time regular assignments will in no case exceed five (5) days per week. METRO will establish regular or part-time assignments.
B. Not less than forty percent (40\%) of the total number of all full-time regular assignments shall be straight assignments. On holidays the percentage of straight assignments shall be governed by the schedules operated.
C. METRO shall establish no less than seven (7) full-time regular assignments, and the Union shall have the opportunity to negotiate additional regular assignments as the ratio of available drivers to service demand increases, no less than fifteen (15) days prior to the next posting of available bids for a bid period affected by such change in ratio.

In establishing regular assignments, it will be the policy of METRO, through cooperation with the Union, to bring about the best working conditions consistently possible under service conditions.

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### 29.03. Preparatory Time

A. Each Operator will be allowed fifteen (15) minutes preparatory time for the purpose of getting equipment ready for pull out.
B. An employee driving non-revenue equipment is excluded from this section unless the employee uses a vehicle which is to be put into line service when making their relief. In this event, the employee pulling the vehicle out will be paid preparatory time.
29.04. Beginning/Ending of Day

A day for an employee begins at the time that the Employee is first required to report. It is understood that an employee will be scheduled ten (10) hours of release time from duty before commencing a new day
29.05. Description of Work Assignments

Each regular work assignment will have a designated punch in point and time.
29.06. Pay for Infraction of Rest Period

When the rest period between the time of terminating one (1) day's work is less than ten (10) hours (unless resulting from voluntary change of runs or shifts or on a hold-down or from other employee requested shift changes), additional pay for each hour below ten (10) shall apply as follows:

1st hr. below ten hours (10): An additional one (1) hour's pay at the employee's base wage rate.

2nd hr. below ten hours (10): An additional one (1) hour's pay for a total of two (2) hours pay at the employee's base wage rate.
29.07. Spread Time

Spread time is the total elapsed time from the initial scheduled report time to final scheduled sign-off time in any given workday. An extra one-half ( $1 / 2$ ) times the base wage rate shall be paid as spread premium for all elapsed time in excess of ten (10) hours spread in all work assignments.

## ARTICLE 30. CHOICE OF FULL-TIME WORK ASSIGNMENTS

30.01. Types of Assignments

Full time work assignments will consist of two types: Regular Assignments and Extra Board Assignments.
A. An employee having an assignment which periodically does not operate will also bid the Extra Board for periods of non-operation and will bid by classification seniority for an order of report. The employee's days off will be those of their regular assignment.
B. An Extra Board employee shall be guaranteed work as stated in Article 26. Selection of work for the Extra Board shall consist of choice of order of assignment, then two (2) consecutive days off. Selection of order of assignment and selection of days off are bid on at the same time but independent of each other. Order of assignment and selected days off remain the same until a work assignment becomes available or until slots are added to the Extra Board.
30.02. Bid Posting

When an assignment becomes available, bidding will be on a classification seniority basis.

When a regular work assignment becomes available, METRO will advise the Union that a regular work assignment will
be available seven (7) calendar days prior to posting the assignment for bidding. It will be posted on Friday, no later than 2:00 P.M. The bid shall remain posted until 10:00 A.M. of the following Friday and the employee notified by 5:00 P.M. the following Monday. The assignment will begin the Monday after notification. In the event that no employee bids for the work assignment, Extra Board employees will perform the assignment and the assignment will be reposted under the guidelines listed above until the work assignment is bid for.

METRO shall provide a description of the regular work assignment, including sign-on and sign-off time. METRO and the Union recognize the benefits of consistently assigning the same van to the same assignment.

A list showing all employees eligible to bid for the assignment(s) in order of classification seniority shall be posted. METRO will notify each employee eligible to bid of the availability of the assignment. A master copy of those bidding on the available assignment shall be posted at Operations Base and verified by the Union representative at the end of the bid sign-up.

### 30.03. Bid Sign up

Bid sign-ups for the purpose of the selection of assignments, days off and positions as Extra Board Employees shall be held four (4) times during the year. At each bid, an employee shall choose the type of work assignment for the duration of the forthcoming bid period on a classification seniority basis.

Assignments shall generally take effect as listed below:
a. Mid-September
b. Mid-December
c. Mid-March
d. Mid-June

### 30.04. Sign-Up Procedure

A. METRO will post assignment(s) available for sign-up. The Union and METRO shall jointly conduct the signup. METRO will compensate one (1) Union Representative to conduct the bid sign-up, and for all time spent in conducting the sign-up. Each employee shall have ten (10) minutes to select a work assignment. An employee shall bid for Annual Leave in accordance with Article 13.
B. Bidding:

Bidding for assignments shall be as outlined in Article 30.02 and in Article 30.03. It shall be the responsibility of each employee interested in the available assignment to bid in person or submit a written proxy to the ParaCruz Manager or designee. An employee may also submit a proxy by telephone or radio. If the employee chooses to submit a proxy by telephone or radio the employee must not be in revenue service. In the event an employee fails to bid at their appointed time, the Employee will be held-over to bid in order of classification seniority at the conclusion of their bidding day.

## C. Eligibility to Bid:

To be eligible to bid if absent due to illness or injury, the employee must have written documentation on file from a medical provider certifying fitness for duty within fifteen (15) calendar days after commencement of the assignment. Annual Leave signed on at least one (1) month in advance of the commencement of the bid, and scheduled during the first thirty (30) calendar days of the assignment, shall be considered time worked for the purposes of this Section.

An employee who does not return to work within fifteen (15) days shall, upon return to work, be assigned to the Extra Board under the provisions of Article 31.05. It is METRO's responsibility to give notice of the availability of a work assignment for bidding to an employee on leave at their most recent address in the files of METRO. METRO will give the Union written notification that the action has been taken. It shall be the responsibility of an employee on leave to inform METRO and the Union in writing if the employee chooses to bid for the available assignment. An employee on leave failing to provide written notification to METRO and the Union shall be ineligible to bid. An employee on leave who is ineligible to bid for available work assignment(s) shall be allowed to exercise classification seniority on the Extra Board when returning to work, under the provisions of Article 31.05 .

The provisions of this section apply solely to qualifications to bid on work assignments and holiday assignments, and shall in no way prohibit an employee from bidding for Annual Leave in accordance with the provisions of Article 13.
D. Retention of Work Assignment:

An employee unavailable to work their assignment for any reason shall retain their right to return to that assignment during the current bid.

## E. Holiday Sign up:

The holiday sign-up shall be for holidays occurring within the next bid cycle. An employee who chooses or is required to work on the holiday shall work their regular assignment if in operation. If their regular assignment is not in operation, they shall be paid in accordance with Article 12.02. METRO will post a separate sign up list for each holiday. Employees

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willing to work signing on that list shall be scheduled to replace employees who have requested to have the holiday off.

A waiting list for time off on holidays will be established. If an employee elects to take a holiday off and the calendar is full for that day, the Employee may choose to enter their name on the waiting list.

METRO may only change the order of report of an employee to prevent a violation of the required ten (10) hour rest period, under the provisions of Article 31.04C(1).

## F. Bid Results:

Bid results and seniority lists used for bidding shall be posted where they shall be visible to all employees and kept up to date.
G. Allowance for Rest Time:

An employee not rested to take over their new assignment on the day it is effective will be allowed to pick up their assignment after the required eight (8) hour rest period. The employee shall be guaranteed the full earnings of the assignment as stated in Article 26.
H. Work Review:

The ParaCruz Manager or designee and two (2) representatives designated by the Union shall meet at least once every bid cycle in order to discuss work assignments and contract compliance, and for the Union to suggest day off distributions for regular and Extra Board assignments.

### 30.05. Change in Employee's Work Assignment

If it becomes necessary for METRO to change an employee's regular assignment, METRO must obtain, prior to the change, the written approval of the Union and the employee affected. If the employee and the Union do not agree to the change, the assignment may not be changed. If the employee and the Union agree on the change, the employee shall work the new assignment and shall receive not less than they would have been paid under the applicable provisions of this agreement as though the assignment had not been changed.
30.06. Trading Assignments
A. An employee may trade their entire weekly work assignment or any part thereof. The employee will furnish the ParaCruz Manager or designee with a written request to trade their work assignment. The ParaCruz Manager or designee will post the request for trade. Only a working employee with seniority within that classification may sign on the list for trade of assignment. At the conclusion of the posting period, the employee trading their work assignment will then choose from the list of work assignments offered for trade. In the event that the employee chooses to trade their assignment with an Extra Board employee, they shall assume the position and days off of the Extra Board employee and retain all rights of the position.

In the event that the employee requesting to trade their work assignment does not select a choice from the list, they may elect to keep their assignment, or displace onto the Extra Board in accordance with their seniority, maintaining their days off.
B. An employee may trade their daily scheduled assignment or days off with another employee by written request. The request must be submitted to the ParaCruz Manager or designee by 10:00 A.M. of the day prior to the requested day. It is further agreed that no trades will be permitted which would result in a violation of the employee's eight (8) hour rest period for the following day and that the premium shall not be paid to an employee as a result of a trade.
C. An employee may request shift changes by the ParaCruz manager or designee. An employee shall be allowed no more than five (5) shift changes per bid cycle, including the daily shift changes outlined in Section B above. Shift changes must be requested by 10:00 A.M. the day prior to the requested day.

### 30.07. Hardship Cases

If a medically restricted employee is working a limited duty position with an established pay scale which is less than the employee's base wage rate, METRO shall supplement either California State Disability Insurance or Workers' Compensation payments so that the employee shall receive no less than eight (8) hours pay per day, forty (40) hours pay per week at their base wage rate.
A. In order to qualify for a limited duty position, an employee must be able to return to unrestricted status within a period of sixty (60) calendar days. In special circumstances, METRO ParaCruz Administrator or designee may waive this time limitation.
B. A permanently restricted employee shall be considered for vacant positions for which the Employee is qualified before someone outside METRO is employed. An
employee interested in vacant positions should contact the Human Resource Manager in order to be considered for the positions. Qualifications for the positions will be determined by METRO. An employee selected for the work shall be paid at the salary level of the position that the Employee is filling.

## ARTICLE 31. METHOD OF HANDLING DRIVERS EXTRA BOARD

31.01. Definition of Extra Board

An Extra Board is a list of available employees not having regular weekly assignments and available work, posted on a daily basis.
A. An Extra Board will be established. An employee choosing an Extra Board Assignment will work temporary vacancies in regular work assignments, special assignments, and point. METRO shall determine the number of regular shifts to be worked. After accounting for regular work assignments, METRO shall establish an Extra Board the size of which is appropriate to the work to be performed, dependent on the needs of the service.
B. Not less than forty percent ( $40 \%$ ) of the total number of all full-time assignments shall be straight assignments. On holidays the percentage of straight assignments shall be governed by the schedules operated.

### 31.02. Posting Assignments

Extra Board Assignments will be assigned to an Extra Board employee on a daily basis. Consistent with the requirements of service, and to the extent practicable, METRO will post next day
assignments by 6:30 P.M. Employees may call Dispatch for their assignment at any time after the posting of the detail sheet.
31.03. Filling Vacancies

When filling regular assignments with an Extra Board employee, the extra employee may be given the entire assignment, provided that no violation in driving time and/or required rest would occur. In the event that a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations shall be assigned. In the application of this Section, it is understood that the employee shall be relieved before the violation would occur. If an employee on point is required to work an entire assignment or run that begins prior to their scheduled report time, the Employee shall be paid from the appropriate scheduled sign-on time of that assignment. In any event, the Employee shall not be required to begin the assignment before their originally scheduled sign-on time.

### 31.04. Determining Assignments

A. Work assignments for an Extra Board employee shall be assigned as follows: An Extra Board employee shall bid one (1) slot on the Extra Board posting board by order of seniority. The number of slots shall be equal to the number of Extra Board employees at the time of the bid. All assignments will have a designated sign-on point. Work shall be assigned in order of sign-on time, beginning at the first slot and working toward the last slot, with the shift with the latest sign-off time going to the last available employee with the highest number and the shift with the earliest sign-on time going to the first available employee with the lowest number.

If two or more pieces of work sign-on at the same time, the assignment order shall be determined so that the employee with the lowest numbered position (earliest) gets the earliest estimated scheduled sign-off time and the employee with the highest numbered position (latest) gets the latest estimated scheduled sign-off time. There shall be no guarantee of sign-off time. There shall be no guarantee of work assignments being in any general time period. The only guarantee shall be the sequence of work assignments sign-on times with the following exceptions.
B. An exception to the order of estimated scheduled signoff rule will be for point, which will be assigned in order of actual sign-on time in relation to the actual sign-on times of shifts. In the event that a point shift and another extra-board shift punch in at the same time, the point shift will be assigned to the lowest numbered position (earliest)
C. METRO reserves the right to move an employee from the regular order of work assignments for the following reasons:

1. To prevent a contractual violation in the area of required ten (10) hour rest period.
2. By written request, in advance, from an extra board Operator for a specific date and time period. The ParaCruz Manager or designee shall allow one (1) request per day per four (4) Extra Board Operators. Requests shall be honored by earliest time-stamp. An employee is limited to five (5) written requests per bid and these requests will only be counted if the employee is released by the time requested. Exceptions to this limit on

## Attachment A

requests are: medical appointments for open workers' compensation claims, hold-downs, and Union business.
3. For any other reason deemed necessary by METRO to meet contractual obligations or for the continued service to the public.

In all above cases, METRO shall notify the Union on a form called 'Notice of Change of Extra Board Assignments', as agreed by the Union and METRO.

### 31.05. Displacement

Displacement is the exercise of an employee's classification seniority in displacing a junior employee whenever applicable.
A. An employee returning from a leave of absence, injury, or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment and choice of consecutive days off.
B. In the event that all Extra Board slots are filled and remaining employees elect to join the Extra Board, or in the event a new employee enters service, or in the event of an employee vacating their assignment after choosing not to trade their assignments in accordance with Article 30.06, the affected employee shall be assigned to the A.M./P.M. breakpoint of the Extra Board. The A.M./P.M. breakpoint will be determined by the Union. This information will be forwarded by the Union to the ParaCruz Manager or designee.

### 31.06. Run Around

An Extra Board employee who is given a definite assignment on the Extra Board out of the correct order of assignment as defined in Articles 31.03 and 31.04, or who has their assignment changed after the Extra Board is posted, shall be paid a run around allowance of two (2) hours at their base wage rate. A definite assignment on the Extra Board includes line of the work or run involved as well as the report and sign-on times.

### 31.07. Double Scheduling

When two (2) employees are scheduled for the same assignment, the regular employee, if any, will work the assignment. The second employee, assigned the work on the Extra Board or according to the provisions of Article 27, may be assigned point for eight (8) hours or may be assigned another work assignment, but in any event shall be guaranteed what the Employee would have been paid for that assignment, as well as a run around premium. If the second employee is required to work beyond their originally scheduled final sign-off time, the Employee shall be paid an additional premium of two (2) hours.
31.08. Point
A. Definition:

Point is defined as a daily assignment on the Extra Board consisting of a guaranteed sign-on time without specifically predetermined duties. Point sign-off times may be included in the Extra Board work assignment to fill out an employee's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04. An employee on point shall be available at their designated sign-on time for immediate assignment, in accordance with Article 26.02A and Article 31.08B, to work not posted on the previous day's Extra Board or for work
which becomes available because of the absence of its assigned employee. An Extra Board employee assigned point shall be available for necessary inspection of vehicles, movement of vehicles required for the maintenance of schedule in cases of mechanical breakdown, and operation of vehicles in revenue service to aid in maintenance of schedule, as may be required during the course of their day.
B. Minimum Report Pay:

An Extra Board employee, having punched in on a point assignment, may not be removed from pay status until four (4) hours have elapsed from sign-on time, except at the end of a day to make up the eight (8) hour guarantee. The four (4) hour minimum shall not apply if the employee voluntarily elects to waive it.

No Extra Board employee shall be required to perform work not specifically covered under the provisions of this Agreement. However, when an essential function of METRO is not being performed by METRO employees normally assigned to the work because of circumstances beyond the control of METRO, an available employee, with their consent, may be used to perform the work.

## ARTICLE 32. HOLD-DOWNS

### 32.01. Definition of Hold-Down

For the purpose of this Article, a hold-down is defined as a temporarily vacant work assignment. Vacancies of seven (7) or more calendar days which are foreseen shall be posted for bidding by Extra Board Operators.

An Extra Board employee on hold-down shall be considered to be a regular employee, shall assume the days off of that assignment and be subject to all items and provisions of this

Agreement applying to a regular employee for the duration of the hold-down.
32.02. Hold-Down Posting

Each Friday, no later than 5:00 P.M., hold-downs which begin within six (6) and twelve (12) calendar days from that date shall be posted for bidding. The hold-down bid shall remain posted until 10:00 A.M. of the Tuesday following the original posting.
32.03. Hold-Down Bidding

An extra board employee who bids on a hold-down must be available to work the full assignment posted for bid. Previously signed on Annual Leave of up to twenty-five per cent (25\%) of the duration of the hold-down shall not disqualify the employee from being awarded the hold-down. Requests for Annual Leave which if approved would exceed $25 \%$ of the hold-down shall be denied. Each hold-down shall be awarded to the most senior Extra Board employee bidding on that hold-down. Hold-downs shall be awarded and assignments posted concurrent with the posting of the daily Extra Board schedule on the Wednesday following the posting of the hold-down bid.

### 32.04. Duration of Hold-Down

Hold-downs may be either of fixed or indefinite duration. Fixed duration hold-downs result from known absences due to vacation or other reasons. Indefinite duration hold-downs result from long term absences due to illness where no specific return to work date is known.

Any employee awarded a hold-down according to the terms of this Article must hold the work assignment until the regular employee returns or until the expiration date of the hold-down. In notifying an employee of the end date of an indefinite hold-down,

METRO shall notify the employee on hold-down in person or by telephone as soon as METRO learns the date of return of the regular employee. If METRO is unable to contact the affected hold-down employee, the Employee shall be considered to be on the hold-down for the purposes of report time until the time as the Employee is properly notified of its end date. If a work assignment posted for hold-down remains unchosen, it shall be made available to the Extra Board on a daily basis and re-posted for bidding.

## ARTICLE 33. SPECIAL ASSIGNMENTS

### 33.01. V.I.P. Specials

V.I.P. specials are non-revenue vehicles used by METRO at the request of Officers or Board members of METRO for public relations and employee relations purposes. In the staffing of V.I.P. specials, METRO reserves the right to select an employee for these purposes. It is understood that an employee used in this type of service will be protected and paid under the terms of this Agreement.

### 33.02. Vehicle Pickups and Deliveries

When vehicles are brought from or returned to areas outside normal service area boundaries by METRO personnel, Operators covered by this Agreement shall operate the vehicles. METRO and the Union shall mutually agree on the criteria for the selection of employees used under this Section. METRO shall provide compensation to chosen employees, including, but not limited to: meals, board and room if necessary, pay for all hours worked and transportation time, including all hours worked overtime, and compensation for in-flight insurance equal to $\$ 50,000$. It is understood that an employee used in this type of service will be protected and paid under the terms of this Agreement.

## ARTICLE 34. EMPLOYEE SAFETY

### 34.01. Reimbursement in Event of Robbery, Theft or Unprovoked Attack

METRO agrees to replace the following items or reimburse their cost to an employee if it is shown that the items were lost or damaged as a result of a robbery, theft and/or unprovoked attack on the employee while on duty, provided that there is a police report filed within seventy-two (72) hours. For the purposes of this

Article, theft shall be defined as the carrying away of the employee's personal property without the permission of the employee.
A. Replace and/or repair broken glasses; repair, clean or replace clothing damaged, soiled or taken from the employee during the course of a robbery or unprovoked attack.
B. Replace or reimburse to the employee, not to exceed one hundred dollars (\$100), the value of a standard watch.
C. Reimburse up to one hundred (\$100) of personal funds or miscellaneous items carried by the employee at the time of the robbery, theft or unprovoked attack. If the employee recovers their property, the Employee shall return to METRO the payment they received for the reimbursement.

### 34.02. Payment for Time Lost

A. When an employee suffers acute traumatic physical or mental injury as an immediate result of witnessing or being physically involved in a vehicular collision or assault while in the performance of duties, and the injury results in a loss of time from work, the employee
shall be paid up to eight (8) hours per day or their regular assignment, whichever is greater, at their regular rate of pay for time lost up to three (3) days. Total compensation, including payments from Workers' Compensation, if any, shall not exceed the employee's daily pay time rate. Time lost shall be considered scheduled days off and payments shall not be charged against Sick Leave or Annual Leave.
B. An employee required to wear prescription glasses as a condition of their license to drive, whose prescription glasses are lost or damaged as a result of a robbery or unprovoked attack while working, will be compensated up to a maximum of eight (8) hours pay for the time lost while the glasses are repaired or replaced.

### 34.03. Payment for Personal Losses Due to Collision

METRO agrees to pay for clothing damaged and up to one hundred dollars (\$100) for personal property damaged or lost due to vehicular collision while operating METRO equipment.

## ARTICLE 35. OPERATING POLICY

### 35.01. Rest Periods

METRO shall schedule one (1) ten (10) minute rest period at the nearest point of accommodation for every four (4) hours or major part thereof on all work assignments to be taken as close to the midpoint of said time period as practical.
35.02. Meal Periods

METRO shall schedule one (1) thirty (30) minute unpaid meal period for all employees. For Van Operators in the field, meal periods will be scheduled at the nearest point of accommodation for all work assignments greater than five (5) hours, to be taken as close to the midpoint of said assignment as
practical. Notwithstanding any other Article, unpaid meal periods may be scheduled in the field at the discretion of METRO.
35.03. Schedule Adjustments

METRO will use available vehicles and point employees to make necessary adjustments to alleviate schedule adherence problems.

### 35.04. Maintenance of On-Time Performance

METRO and the Union recognize that efficient route planning and reasonable working conditions require the provision of adequate running time and recovery periods for the purpose of maintaining a high level of on-time performance.

### 35.05. Route Review

If there are recurring instances of inability to maintain ontime performance, not caused by temporary road construction, traffic delays due to vehicular collision or other like causes, the Union may invoke a corrective action as follows: an employee or the Union will provide a written account of the specific problems to the ParaCruz Manager or designee. The ParaCruz Manager or designee will verify the account with independent time checks and recommend corrective action, if warranted. Corrective action is warranted if the findings corroborate the employee's time study. Corrective action may include but not be limited to route redesign, schedule adjustments or adjustment of expected run times. These corrective actions may be taken individually or in combination as required.

### 35.06. Equipment Safety

A. No employee shall be required to operate a METRO vehicle which does not have brakes, horn, steering, safety equipment, defroster, driver's seat, heater, windshield washer and wiper, sun visor, mirrors, head
lamps, brake and tail lights each in correct adjustment and proper working order. METRO agrees that all equipment in service should be equipped with an operable radio. No vehicle will be used in service without a working radio.
B. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:

1. An employee shall report health or safety hazards to the Supervisor on duty and the Union upon discovery.
2. If the Supervisor on duty is unable to abate the hazard, the Employee shall refer the matter to the Paratransit Operations Manager. An employee may refer a safety hazard directly to the Paratransit Operations Manager or Paratransit Administrator if the Supervisor on duty is unavailable or unable to abate the safety hazard.
3. If METRO is unable to abate a safety hazard, and an employee has been assigned a task which could expose them to illness or injury or in the employee's good faith belief puts the employee or another person in danger of serious physical injury, the employee may refuse to perform the task. An employee's refusal in good faith to perform the task shall not be just cause for discipline provided that the employee's good faith belief is based on ascertainable, objective evidence supporting the employee's conclusions. No employee shall be discriminated against as a result of reporting any conditions believed to be a
violation of health, safety or sanitation laws or regulations.

## ARTICLE 36. LABOR / MANAGEMENT COMMITTEES

36.01. Labor/Management

The Union and METRO recognize that there may be employee issues that arise outside of the scope and language of the current Labor Agreement (examplesscheduling structure, on-time performance issues, training issues, facilities, etc.). The Union and METRO recognize that the opportunity for both parties to discuss these issues is important to the continuance of a quality work environment.

It is the intent of this Article to encourage both parties to work cooperatively together to problem solve in a timely manner. METRO agrees to allow Union representatives to schedule meetings to discuss specific issues related to paratransit operations with the Operations Manager - Paratransit or designee. They shall meet quarterly or more often if both parties agree, to consider potential and actual safety, health, training and other matters affecting the quality of work life of an employee within the representation unit.

Paratransit Union representatives will be provided the opportunity to participate in various METRO-wide meetings (such as the Health and Safety Committee) at the discretion of the Operations Manager-Paratransit.
36.02. Accident Review Committee

The Accident Review Committee shall be composed of two (2) representatives of METRO management and two (2) members of the representation unit designated by the Union.

Each side shall have a reasonable number of silent observers. This Committee shall be responsible for accident
review and shall meet at least monthly to review chargeability recommended by METRO.

## A. Access to Records

1. METRO shall conduct a post-accident vehicle inspection upon request of the Employee and shall report the results within ten (10) days to the Accident Review Committee and the Employee.
2. The Committee established by this Article shall have complete access to all pertinent records. This shall include but not be limited to any and all documents filed or used by METRO employees, witnesses, and police reports, excluding any materials prepared, maintained, or used in litigated matters.
B. Recompense for Members

All employees who are Accident Review Committee members shall be reimbursed by METRO at their current rate of pay for all time spent in Committee work. METRO shall release members from work when METRO scheduling conflicts with Committee work.
C. Scope of Committee Responsibility

1. Accident Review Committee

The Accident Review Committee shall be responsible for reviewing the circumstances surrounding motor vehicle, equipment, or passenger accidents involving METRO Van Operators, and to make determinations as to whether the accident is considered either
"chargeable" or "non-chargeable" as outlined below. All actions of the Accident Review Committee shall be a majority vote of the members in attendance and voting; however, a minority opinion may be attached to any Committee determination and submitted to the Operations Manager Paratransit or their representative. If there is a tie vote, the accident will be referred to a mutually agreed upon representative of the California Highway Patrol, for final determination. METRO and the Union agree to share this cost, if any. If an accident is referred to the California Highway Patrol for final determination, both parties will submit their appeal jointly within thirty (30) days of the tie vote. The parties may extend this time line by mutual agreement.
2. Accidents Defined

An accident shall be defined as any event involving an METRO employee while driving METRO equipment (including startup and shutdown) in which any property damage or personal injury results, regardless of how slight.
a. A chargeable accident is defined as an accident resulting from the failure of the employee to:
i. obey all traffic laws
ii. recognize the rights of others
iii. use due care in the operation of their equipment
b. A non-chargeable accident is defined as an accident resulting from circumstances beyond the control of the employee and in which the employee exercised either defensive driving and/or due care. Any event resulting from the direction of an on-site Supervisor or law enforcement personnel shall be considered a nonchargeable accident. This does not relieve an employee from exercising due caution.
3. Procedures for Reviewing Accidents

Each month METRO shall review the accidents of the previous month. All cases reviewed will be forwarded to the Union. Accident information forwarded to the Union shall include all cases reviewed, occurrence reports, supervisor reports, police reports, photographs, and courtesy cards. The Accident Review Committee shall meet at least seven (7) working days after the receipt of all pertinent accident information by the Union.

All accidents involving Employees shall be reviewed by the Accident Review Committee to determine whether or not the accident was chargeable. Employees involved in accidents shall not be present when the Committee members are voting. Employees and Supervisors shall excuse themselves from the proceedings when an accident that they are involved in comes up for review. In
this event the silent observer will be allowed to speak and vote in the determination of the case. In cases where more investigation is needed to determine "chargeability" or "nonchargeability" the parties agree to "holdover" a determination until the next scheduled Accident Review Committee meeting.
4. Appeals of chargeability shall follow the schedule outlined below:

Appeals of monthly accident review results may be made at the following monthly meeting if new evidence is made known. The Union will notify the Committee members of all appeals The employee involved in an accident may attend, upon request and without pay, the appeal session in which they have new evidence to present.

New evidence shall include witnesses, photographs, police reports, physical evidence, and expert testimony by recognized authorities.

New evidence shall not include altered statements by either Employees or Supervisors who have a responsibility to provide a full report of events within time lines. However, clarifying statements submitted by either side that recall events surrounding a particular accident might be considered.
5. Broken Mirror and Clearance Lamp Policy

Any event where a minor head, the minor arm or clearance lamp is damaged to the point of
replacement constitutes an accident. Broken glass or a spot mirror falling off shall not be considered an accident. Broken clearance lenses, bulbs, or lenses falling off the van, shall not be considered an accident.

Documented Obstacles and Hazards: Any event, which occurs while driving a METRO involving a previously reported and documented obstacle or hazard that impedes the safe path of travel shall be considered a non-chargeable accident, if the hazard has been verified in writing by the CEO/General Manager.

## ARTICLE 37. SPECIAL PAY PROVISIONS

37.01. Making of Reports

An employee shall be paid up to sixty (60) minutes, or longer if authorized, for making out collision/ occurrence reports or other paperwork as required by a supervisor. An employee shall be allowed time to confer with a Union representative before filling out a collision report. In the case of an employee who gets off work after their Union representative is unavailable, the Employee shall be allowed to turn their report in by 4:00 P.M. the following day.
37.02. Bilingual Pay

The Union and METRO recognize the need for employees bilingual in Spanish and English, or other METRO designated language, which enhances their value to METRO. METRO shall pay a premium of twenty dollars (\$20) to a working Operator who has forty (40) or less pay time hours each two-week pay period and forty-four (\$44) dollars to an Operator who had more than forty (40) pay time hours each two-week period. Each Operator
who has successfully completed the Spanish Competency Test is entitled to this premium. An Operator on a special non-passenger service assignment shall not be eligible for bilingual pay. An Operator's bilingual ability shall be determined by METRO's selected qualified persons and may be retested annually. Test may be conducted during each quarterly bid upon written request from an Operator. The bilingual rate shall be effective immediately following successful completion of the test, and any retroactive adjustments will be paid on the first pay period following qualification for the bilingual premium. For the purposes of this article, a working operator is defined as having worked at least two (2) hours of one (1) shift on one (1) day within the two-week pay period. The remainder of paid time hours for the purposes of determining the amount of premium pay-either $\$ 20$ dollars or $\$ 44$ dollars-may be any combination of work, holiday pay, or accruals used to cover scheduled work time within the two-week pay period.
37.03. Line Instructor Pay

An Operator designated by METRO as a qualified Line Instructor shall receive a premium of fifty dollars (\$50) for each shift worked as a Line Instructor. Only Operators so designated will function as a Line Instructor.

### 37.04. Transfer and Qualification Period

Employees who transfer from one type of work or line to another on their own volition will be required to qualify themselves for that type of work on their own time. When the transfer is made as a result of change in operation and/or at the request of METRO, the employee will be compensated at their base wage rate for all time spent in qualifying for transfer.

### 37.05. Training and Personnel Meetings

METRO shall compensate an employee at the regular wage rate for all training, retraining, counseling and personnel hearings. METRO shall not require any employee to attend training, retraining, counseling or personnel hearings on their scheduled day off.

### 37.06. Driver's License and Other Certifications

Employees required to maintain a license, endorsement, or other certification as a condition of their employment shall be reimbursed for the renewal of State licenses and any other licenses, endorsements, or certification required. To receive reimbursement, the employee must present a receipt denoting payment of fee and must show the appropriate METRO official their license, endorsement, or certificate when received.

### 37.07. Use of Private Automobile

A. If an employee within the representation unit is requested and agrees to use their private insured automobile to conduct METRO business, the employee shall be reimbursed at the IRS reimbursable rate.
B. METRO shall provide transportation to transport an employee in a safe fashion from Base to their assignments and from their assignments back to Base.
C. METRO shall at no time allow any METRO vehicle to carry more passengers than the vehicle seating capacity was designed for.
37.08. Union Orientation

New trainees shall be paid two (2) hours during their regular training day, within two (2) weeks of hire by METRO, for orientation by Union representatives.
37.09. Uniform Allowance
A. Each Operator shall wear a uniform as specified in the Operator's Handbook. All other employees shall wear a uniform as specified in writing by METRO.
B. An Employee's base pay rate is increased by fifteen cents (\$0.15) per hour for the purchase and maintenance of the required METRO uniform.

## ARTICLE 38. MISCELLANEOUS PROVISIONS

38.01. Transportation Privileges
A. An employee shall receive bus passes for employee, employee's spouse, registered domestic partner and immediate family members living in the employee's residence, or for whom the employee has custodial responsibilities. Applications for bus passes must be submitted in writing.
B. Should a pass be lost it will be reissued at a cost of \$15.
C. An employee leaving the service of METRO by retirement under the Public Employees Retirement System (PERS) and continuing to reside in Santa Cruz or adjoining counties and the employee's eligible dependents shall receive a pass.
D. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service.
38.02. Union and Employee's Mail

The Union shall send confidential mail to its members to their residence addresses. However, if mail is received at any

METRO office or facility which is clearly addressed to the Union or to an employee from the Union, METRO will make a good faith attempt to assure that mail shall not be opened or in any way tampered with by METRO employees or their representatives. METRO does not assume any responsibility to such mail that is inadvertently opened by employees. Mail addressed to the Union or an employee from the Union received in any METRO office or facility shall be sent to the employee's Base and promptly delivered to the addressee's box.

It is affirmed that no employee has the right to the expectation of privacy in the personal use of METRO mail systems, telephone, computer usage and electronic mail or messaging. However, all parties are expected to honor the privacy and confidentiality of communications which are clearly held out to be private and confidential.

### 38.03. Equipment on Revenue Vehicles

METRO shall equip every vehicle in service with all necessary equipment and shall maintain all this equipment in good working order. METRO will ensure that all heaters, defrosters, Operator's seats, lifts, tie-downs and other required equipment shall be maintained in efficient condition, that windshield and employee viewing windows are sufficiently clean at pull-out so that the employee has a clear and unobstructed view, and all new vehicles received shall be so equipped and maintained. All windshield washers and wipers on METRO vehicles shall be maintained.
38.04. Checking Earnings

METRO shall permit authorized Union representatives to check time records and earnings of an employee covered by this Agreement during regular business hours.

### 38.05. Personnel Files

A. Personnel files shall be maintained by METRO Human Resources Director. Every personnel file shall be kept in a locked cabinet and will contain: all employment applications, all performance evaluations, all disciplinary actions not reversed on appeal, commendations, personal information, status change forms and other official records including, but not limited to, results of all personnel hearings, counseling sessions and training record.
B. No adverse written materials shall be placed in an employee's files without prior notice and a copy given to the employee and the Union.
C. The employee shall have the right to review any material contained in their personnel files or material pertaining to their in any file in METRO.
D. Telephone complaints may not be entered into an employee's personnel file unless the passenger complaint procedures of Article 16.06G are followed.

### 38.06. Printing of Agreement

METRO will pay the cost necessary to provide copies to every employee and every new hire during the term of the Agreement. Thereafter, additional copies will be paid for by the Union.

METRO will provide the Union with a copy of the contract in electronic format as soon as available. Printing services shall be provided by a Union shop.

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### 38.07. Incoming Calls

Incoming calls from an employee may be recorded solely for the purpose of verifying schedules and call-in times.
38.08. Time Cards

An employee shall be responsible for completing all required paperwork including time cards, and turning in the paperwork. METRO shall provide an electronic timecard printout to each employee for each pay period which shall be distributed with their paycheck.
38.09. Sanitary Facilities

Suitable sanitary facilities shall be provided by METRO and each employee will be afforded an opportunity to use the facilities. METRO-operated facilities shall be kept in a clean and sanitary condition by METRO. No employee shall be disciplined for a delay of schedule if the delay results directly from the employee's use of sanitary facilities and the location of the facilities precludes their utilization without a delay of schedule

### 38.10. Records Provided

A. METRO shall furnish Vehicle Defect sheets to the Union upon request.
B. METRO shall provide to the Union a record of all employees working on their days off for each payroll period.
C. Employee Industrial Injury reports will be given to the Union, monthly.
D. Pay claims (both approved and denied) shall be given to the Union as received.
E. Employee comment forms on unsafe conditions, scheduling or routing shall be given to the Union as received.
F. METRO shall provide the Union with notice and minutes of all joint Union-Management committees.

### 38.11. Cleanup

An employee within the representation unit shall not be paid time for cleanup, but a location and facility shall be provided for cleanup after a duty shift. The cleanup facilities shall include a clean and sanitary restroom. In the event that METRO constructs a new ParaCruz facility, the new facility shall include a shower. In the event METRO leases a new facility, it will make a good faith effort to include shower facilities.

### 38.12. Employee Ready Room

A. METRO shall provide and maintain clean and sanitary quarters where an employee is required to punch in and punch out. These quarters will contain sufficient chairs and tables so that employees will be comfortable. METRO recognizes the benefits of providing employees with lockers, chairs, tables and couches for their comfort and will provide them if that space becomes available in the future.
B. The Ready Room shall be provided with a sufficient amount of lockable storage suitable for storing outer garments.

### 38.13. Bulletin Boards

The Union shall have access to two (2) 3' x 5' bulletin boards for purposes of posting pamphlets, handbills and other literature.

All notices posted on the Union bulletin board shall be signed by a Union officer or authorized representative of the Union. The Union shall be responsible for all Union material posted.

All costs for preparing and posting Union notices will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly manner.

### 38.14. Access to Rules

Each employee shall be provided a copy of METRO's personnel policies and the Van Driver's Handbook as well as any other rules, regulations, policies or procedures that may be used as a basis for discipline, counseling, or adverse entry in an employee's records.

### 38.15. Physical Examinations

An employee's license renewal physical will be performed by a physician of the Employee's choice at METRO's expense, not to exceed an amount equal to the amount METRO would have recognized had the physical been conducted by a physician selected by METRO. In the event the Employee elects to use private insurance, or a METRO-sponsored health plan, METRO shall reimburse the Employee expenses associated with use of insurance or health plan up to an amount equal to the amount METRO would have recognized by a METRO-appointed physician. METRO shall notify each employee two (2) weeks prior to expiration of medical certification. A physical will be scheduled on the employee's own time. An employee who is not notified of expiration shall continue on pay status for up to one (1) week after the license has expired but shall not be allowed to drive METRO vehicles until the Employee provides proof that their medical certificate is renewed.

### 38.16. Service Letter

When an employee covered by this Agreement leaves the service of METRO, the Employee will be given a service letter, if the Employee so requests, within five (5) days of the date of the request, stating their term of service and capacity in which employed.

### 38.17. Evaluations

An employee shall be evaluated by the ParaCruz Manager or designee at the end of the probationary period and on their anniversary date thereafter. Evaluations shall be based on written criteria, consistently applied to each evaluated employee. No adverse entry shall be entered on an evaluation delayed more than thirty (30) days past the anniversary date of completion of probation or the classification seniority date, and any evaluation delayed more than thirty (30) days past the date of completion of probation or the classification anniversary date shall be regarded as satisfactory. No evaluation shall be placed in an employee's personnel file without an opportunity for discussion between the employee and the ParaCruz Manager or designee. A passenger complaint will not be referenced in the employee's evaluation unless it is valid and verified. An employee may respond in writing to any issue raised in the written evaluation within five (5) days of receipt of the employee's copy, which will then become an attachment to the evaluation.

### 38.18. Regulation Clocks

METRO shall place an accurate clock in each ready room. Each clock in the METRO Operations Facilities will be checked each morning by the AM Dispatch/ Scheduler to determine the correctness of the time. Time checks when given shall include hours, minutes, and seconds.

## ARTICLE 39. LIMITATION ON PART-TIME

39.01. Limitation on Part-Time

Part-time employees are covered by all Articles of this Agreement except as specifically excluded in this Article. The maximum number of part-time employees in any classification under this provision shall not exceed ten percent (10\%) of the number of full-time employees within that classification, during the term of this Agreement.

For the purposes of this Article, the number of full-time employees will be defined as the number of full-time work assignments within a classification at any given time.

## ARTICLE 40. CHOICE OF PART-TIME WORK ASSIGNMENTS

### 40.01. Work Assignments

A part-time employee will work a maximum of twenty-five (25) hours per week. A part-time employee will have two (2) or more days off per week, two (2) of which may be consecutive. 40.02. Time and Pay Requirements

A part-time employee will be paid at the same base wage rates as a full-time employee, following the progression in Article 5.05. A part-time employee will be paid for all hours worked, with overtime rates after eight (8) hours worked per day and subject to the part-time guarantee in Article 26.

### 40.03. Use of Part-Time Operators

No part-time Operator shall be employed in any other capacity in METRO. A part-time Operator will be used exclusively for the purpose of working assignments not included in daily or weekly regular bid runs. A part-time Operator will not be used to
fill any bid work vacated by a full-time Operator due to paid or unpaid leave or miss-out. A part-time Operator may be used to replace an absent part-time Operator.
40.04. Part-Time Operator Selection of Work

A part-time Operator will bid in order of classification seniority after all full-time Operators have bid. A part-time Operator will choose daily assignments from work not included in full-time bid runs as defined in Article 29, and Subscription Service.

Work available for a part-time Operator will be posted for their review not less than two (2) days prior to the run selection day.

## ARTICLE 41. PART-TIME EMPLOYEES BENEFITS

41.01. Medical Insurance

Each part-time Employee shall be entitled to coverage by a Medical Policy as provided in Article 10.
41.02. Dental and Vision Insurance

Each part-time Employee may choose to be covered by METRO's dental insurance policy and vision insurance policy at the expense of the Employee.

### 41.03. Other Benefits

All other health and welfare benefits shall apply to a parttime Employee in accordance with Article 10.
41.04. Sick Leave and Annual Leave

A part-time Employee may choose Annual Leave time off in order of classification seniority at the time that the Employee selects their work assignments. Annual Leave choices will be
effective for the coming bid period. No more than two (2) part-time Employees may be off on Annual Leave on the same day.

A full-time Employee transferring to part-time classification will maintain all accrued Sick and Annual Leave hours. If a fulltime Employee transfers to the part-time classification, the Employee will have all future dates guaranteed to them on the full-time Annual Leave Calendar expunged.

### 41.05. Leaves of Absence

A part-time Employee will not be eligible for any leaves of absence specified in Article 14, except where otherwise required by Federal or State law.
41.06. Holidays

A part-time Employee will receive four (4) hours pay for New Year's Day, Christmas Day and Thanksgiving Day, subject to qualifications specified in Article 12 of this Agreement.

## ARTICLE 42. CHANGE OF CLASSIFICATION

42.01. Change of Classification

A part-time Employee shall have the right of first refusal for openings in the full-time Employee classification and vice versa, based on date of hire. An Employee going from part-time to fulltime and vice versa shall not be required to serve an additional probationary period.

An Employee with full-time seniority who is on furlough, awaiting recall due to layoffs, or currently working part-time will be allowed to exercise their full-time seniority whenever positions become available for full-time Employees before Employees with only part-time seniority.

## DEFINITIONS

## ACTIVELY WORKING

An Employee who works at least eighty-five percent (85\%) of their scheduled work hours within a quarterly bid is considered to be actively working. Annual Leave days and holidays taken and Union release time will be considered time worked for this calculation.

## AM/PM BREAKPOINT

Created by polling Extra Board Employees for their preference for early or late sign-off times at the quarterly bid sign-up. The dividing point between the Employees requesting early assignments and the Employees requesting late assignments shall be defined as the AM/PM Breakpoint.

## DISPLACEMENT

The exercise of an Employee's seniority in displacing a junior Employee whenever applicable.

## DAYS

Unless otherwise stated, days shall mean business days, Monday through Friday, excluding METRO holidays.

FAMILY MEMBER (except as defined in Section 14.04Bereavement Leave)
Family member for the purposes of this Agreement shall include the employee's spouse or registered domestic partner; the parent, stepparent, or grandparent of the employee, their spouse, or registered domestic partner; the employee's child, which includes their biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; and the employee's sibling(s).

## Attachment A

## HOLIDAY PAY RULE

An Employee on sick leave status or absent on unpaid status (including industrial injury) on the Employee's scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay.

## PAID STATUS

Paid status is when an Employee is paid at the Employee's base hourly wage rate for scheduled work hours and hours of overtime worked, including the use of sick and/or annual leave accruals in lieu of scheduled work hours.

## PAY TIME HOURS

Pay time hours are the sum of all work and daily guarantee time plus overtime premium plus spread premium in a daily work assignment. This expresses the total pay for a daily assignment when multiplied by the base hourly rate of pay.

## PLATFORM TIME

The time that a METRO revenue vehicle spends away from the garage, from pull-out time to pull-in time, including deadhead, layover and in-service time.

## POINT

A day's assignment on the Extra Board consisting of a guaranteed sign-on time at the Extra-Board Employee's home Base.

## PULL-OUT/PULL-IN TIME

The time of day specified by operating schedules or assigned by the Supervisors for an Employee to leave or return to the base in a METRO revenue vehicle entering or leaving revenue service.

## Attachment A

## REGISTERED DOMESTIC PARTNER

For the purposes of this Agreement, the eligibility criteria for registration of a domestic partnership is set by statute.

## REGULAR DAY OFF

Regularly recurring non-work days which are part of a Bid run or a Bid Extra Board assignment.

## REGULAR EMPLOYEE

Any Employee who chooses a regular or extra spread assignment at the quarterly bid sign up, or secures a hold-down during the bid.

## SIGN-ON/SIGN-OFF TIME

The scheduled time to report for duty and leave duty.

## SPREAD TIME

Total elapsed time from initial scheduled report time to final signoff time for the day.

## TEN (10) HOUR DRIVE RULE

No driver of a vehicle that carries passengers for compensation may drive for more than ten (10) hours in any twenty-four (24) hour period unless eight (8) consecutive hours off duty have elapsed.

## TEN (10) HOUR REST PERIOD

Required time between sign-off of one day's assignment and scheduled sign-on of the next day's assignment.

## Attachment A

## APPENDIX A

Effective June 27, 2019

| MART | New Hire |  |  | $\begin{array}{\|c\|} \hline \text { Fully } \\ \text { Qualfied } \end{array}$ |  |  | $\begin{array}{\|l\|} \hline \text { After 6 } \\ \text { Months } \\ \hline \end{array}$ |  |  | $\begin{aligned} & \text { After } 1 \\ & \text { Year } \end{aligned}$ |  |  | $\begin{aligned} & \hline \text { After } 2 \\ & \text { Years } \\ & \hline \end{aligned}$ |  |  | $\begin{aligned} & \text { After } 3 \\ & \text { Years } \end{aligned}$ |  |  | $\begin{aligned} & \text { After } 4 \\ & \text { Years } \\ & \hline \end{aligned}$ |  |  | $\begin{aligned} & \text { After } 5 \\ & \text { Years } \end{aligned}$ |  |  | $\begin{aligned} & \hline \text { After } 6 \\ & \text { Years } \\ & \hline \end{aligned}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Step 1 | Step 14 | Step 1u | Step 2 | Step 2L | Step 2u | Step 3 | Step 31 | Step 34 | Step 4 | Step 4L | Step 44 | Step 5 | Step 5L | Step 5L | Step 6 | Step 6 L | Step 61 | Step 7 | Step 71 | Step 7 | Step 8 | Step 8L | Step 8u | Step 9 | Step 9L | Step 9L |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Clerk I | 15.37 | 16.14 | 16.91 | 16.14 | 16.95 | 17.76 | 16.95 | 17.80 | 18.65 | 17.80 | 18.69 | 19.58 | 18.6 | 19.6 | 20.5 | 19. | 20.60 | 21.5 | 20.60 | 521.63 | 22.6 | 21. | 522.71 | 23. | 22.7 | 23.85 | 524.9 |
| Clerk II | 15.70 | 16.49 | 5 5 17.28 | 16.49 | 517.31 | 5 18.13 | 17.31 | 18.18 | 519.05 | 18.18 | 519.09 | 520.00 | 19.09 | 520.04 | 520.99 | 20.04 | 21.04 | 22.04 | 21.04 | 522.09 | 523.1 | 22.09 | 23.19 | 24.2 | 23.19 | 524.35 | 525.5 |
| CIERK III | 16.24 | 17.05 | 517.86 | 17.05 | 517.90 | 18.75 | 17.90 | 18.80 | 519.70 | 18.80 |  | 20.68 | 19.74 |  |  | 20.73 | 21.77 | 22.81 | 21.77 | 522.86 | 523.9 | 22.86 | 24.00 | 25.1 | 24.00 | 525.20 | 526.4 |
| OISPATCHER/SCHDLR | 16.92 | 517.77 | 518.62 | 17.77 | 518.66 | 519.55 | 18.66 | 519.59 | 520.52 | 19.59 | \$ 20.57 | 521.55 | 20.57 | 521.60 | 522.63 | 21.60 | 522.68 | 523.76 | 22.68 | 523.81 | \$ 24.94 | 23.81 | 525.00 | \$ 26.19 | 25.00 | 526.25 | 527.50 |
| DISPATCOHER | 16.24 | 517.05 | S 17.86 | 17.05 | 517.90 | \$ 18.75 | 17.90 |  | \$ 19.70 | 18.80 | 519.74 |  | 19.74 |  |  | 20.73 | 521.77 | 522.81 | 21.77 |  |  | 22.86 | 24.00 | 525.14 | 24.00 | 525.20 | \$ 26.40 |
| VAN OPEEATOR | 16.11 | 516.92 | 517.73 | 16.92 | 517.77 | 518.62 | 17.77 | 518.66 | 519.55 | 18.66 | 519.59 | 520.52 | 19.59 | \$20.57 | 521.55 | 20.57 | 521.60 | 522.63 | 21.60 | 522.68 | 523.76 | 22.68 | 523.81 | 524.94 | 23.81 | 525.00 | 526.19 |
| PARATR |  |  | [5 23.85 |  |  | 525.05 |  |  | 526.31 |  | 526.37 | 527.63 |  |  | 529.01 |  |  | 530.45 |  |  | 531.97 |  |  | 533.58 |  |  | 535.25 |

Effective June 25,2020

| SMART Paracruz | New Hire |  |  | $\begin{array}{\|c} \text { Fully } \\ \text { Qualfied } \end{array}$ |  |  | $\begin{array}{\|l\|l\|} \hline \text { After } 6 \\ \text { Months } \end{array}$ |  |  | $\begin{aligned} & \text { After } 1 \\ & \text { Year } \end{aligned}$ |  |  | After 2 Years |  |  | $\begin{aligned} & \text { After 3 } \\ & \text { Years } \end{aligned}$ |  |  | After 4 <br> Years |  |  | After 5 Years |  |  | After 6 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Step 1 | Step 14 | Step 1u | Step 2 | Step 21 | Step 2u | Step 3 | Step 31 | Step 3u | Step 4 | Step 41 | Step 4u | Step 5 | Step 51 | Step 5L | Step 6 | Step 61 | Step 64 | Step 7 | Step 71 | Step 74 | Step 8 | Step 81 | Step 8 L | Step 9 | Step 9L | 94 |
| Class Title |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Clekk | 15.83 | 516.62 | 517.41 | 16.62 | 517.45 | 18.28 | 17.45 | 518.32 | 519.19 | 18.32 | 19.24 | 20.16 | 19.24 | 520.20 | 521.16 | 20.20 | 21.21 | 522.22 | 21.21 | 522.27 | 23.33 | 22.27 | 23.38 | 524.49 | 23.38 | 24. | 525.72 |
| Clerkil | 16.17 | 516.98 | \$ 17.79 | 16.98 | 517.83 | 18.68 | 17.83 | 518.72 | 5 19.61 | 18.72 | 19.66 | 20.60 | 19.66 | 520.64 | 521.62 | 20.64 | 21.67 | 522.70 | 21.67 | 522.75 | 523.83 | 22.75 | 523.89 | 525.03 | 23.89 | 25. | \$26.27 |
| Cliek III | 16.73 | 5 17.57 | \$ 18.41 | 17.57 | 5 18.45 | 519.33 | 18.45 | \$ 19.37 | \$ 20.29 | 19.37 | 520.34 | 21.31 | 20.34 | \$ 21.36 | 522.38 | 21.36 | \$22.43 | \$23.50 | 22.43 | 523.55 | 5 24.67 | 23.55 | \$24.73 | 525.91 | 24.73 | 525. | \$27.27 |
| OISPATCHER/SCHDLR | 17.43 | 518.30 | \$ 19.17 | 18.30 | 519.22 | 520.14 | 19.22 | 520.18 | \$ 21.14 | 20.18 | 521.19 | 22.20 | 21.19 | 522.25 | 523.31 | 22.25 | 23.36 | \$24.47 | 23.36 | 524.53 | 5 25.70 | 24.53 | 525.76 | 26.99 | 25.76 | 27. | 28.34 |
| DISPATCHER | 16.73 | 517.57 | 518.41 | 17.57 | 518.45 | 519.33 | 18.45 | 519.37 | \$ 20.29 | 19.37 | 520.34 | 521.31 | 20.34 | 521.36 | 522.38 | 21.36 | 522.43 | 523.50 | 22.43 | 523.5 | 5 24.67 | 23.55 | 524.73 | 525.91 | 24.73 | 525.97 | 527.21 |
| VAN OPERATOR | 16.59 | 517.42 | 5 18.25 | 17.42 | S 18.29 | 519.16 | 18.29 | 519.20 | 5 20.11 | 19.20 | 520.16 | 521.12 | 20.16 | 521.17 | 522.18 | 21.17 | \$ 22.23 | 523.29 | 22.23 | 5 23.34 | \$ 24.45 | 23.34 | 524.51 | 525.68 | 24.51 | 525.74 | 526.97 |
| PARATRANST SUPERVISOR | 22.34 | 523.46 | 24.58 | 23.46 | 524.63 | 25.80 | 24.63 | 525.86 | 27.09 | 25.86 | 27.15 | 28.44 | 27.15 | 28.51 | 29.87 | 28.51 | 29.94 | 31.37 | 29.94 | 31.44 | 32.94 | 31.44 | 533.0 | 34.58 | 33. | 534.66 | \$ 36.31 |

Effective June 24,2021

| SMART Paracruz | whire |  |  | $\begin{array}{\|c\|} \hline \text { Fully } \\ \text { Qualified } \\ \hline \end{array}$ |  |  | $\begin{array}{\|l\|} \hline \text { After } 6 \\ \text { Months } \end{array}$ |  |  | $\begin{aligned} & \text { After } 1 \\ & \text { Year } \end{aligned}$ |  |  | $\begin{aligned} & \text { After 2 } \\ & \text { Years } \end{aligned}$ |  |  | $\begin{aligned} & \begin{array}{l} \text { After } 3 \\ \text { Years } \end{array} \end{aligned}$ |  |  | $\begin{aligned} & \begin{array}{l} \text { After } 4 \\ \text { Years } \end{array} \end{aligned}$ |  |  | $\begin{aligned} & \text { After } 5 \\ & \text { Years } \end{aligned}$ |  |  | $\begin{aligned} & \hline \begin{array}{l} \text { After } 6 \\ \text { Years } \end{array} \end{aligned}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Step 1 | Step 1L | Step 14 | Step 2 | Step 21 | Step 2u | Step 3 | Step 31 | Step 3u | Step4 | Step 4L | Step4L1 | Step 5 | Step 51 | Step 5LL | Step 6 | Step 61 | Step 6 L | Step7 | Step 71 | Step 7u | Step 8 | Step 8L | Step 84 | Step 9 | Step 9L | Sep 91 |
| Class Tite |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| GIERK1 | 16.19 | 517.00 | 517.81 | 17.00 | 517.85 | 518.70 | 17.85 | 518.74 | 519.63 | 18.74 | 519.68 | 520.62 | 19.68 | 520.66 | 521.64 | 20.66 | 521.69 | 22.72 | 21.69 | 22.77 | 23.85 | 22.77 | 523.91 | 25.05 | 23.91 | 25.11 | \$26.31 |
| Clerkil | 16.53 | 517.36 | 5 18.19 | 17.36 | 518.23 | 519.10 | 18.23 | 519.14 | 520.05 | 19.14 | 520.10 | 521.06 | 20.10 | 521.11 | 522.12 | 21.11 | 522.17 | 23.23 | 22.17 | 23.28 | 24.39 | 23.28 | 524.44 | 25.60 | 24.44 | 25.66 | 526.88 |
| Clerk III | 17.11 | 5 17.97 | 518.83 | 17.97 | 18.87 | 19.77 | 18.87 | 19.81 | 20.75 | 19.81 | 20.80 | 21.79 | 20.80 | 521.84 | 22.88 | 21.84 | 22.93 | 24.02 | 22.93 | 24.08 | 25.23 | 24.08 | 25.28 | 26.4 | 25.28 | 26.54 | S 27.80 |
| DISPATCHER/SCHDIR | 17.82 | 518.71 | 519.60 | 18.71 | 519.65 | 520.59 | 19.65 | 520.63 | 521.61 | 20.63 | 521.66 | 522.69 | 21.66 | 522.74 | 523.82 | 22.74 | 523.88 | 25.02 | 23.88 | 525.07 | 26.26 | 25.07 | 526.32 | 27.57 | 26.32 | 27.64 | 528.0 |
| DISPATCHER | 17.11 | 5 17.97 | 518.83 | 17.97 | 518.87 | 519.77 | 18.87 | 519.81 | 520.75 | 19.81 | 520.80 | 521.79 | 20.80 | 521.84 | 522.88 | 21.84 | 522.93 | 24.02 | 22.93 | 524.08 | 525.23 | 24.08 | 525.28 | 26.48 | 25.28 | 26.54 | 5 27.80 |
| VAN OPERATOR | 16.96 | \$ 17.81 | \$ 18.66 | 17.81 | 518.70 | 519.59 | 18.70 | 519.64 | 520.58 | 19.64 | 520.62 | 521.60 | 20.62 | \$21.65 | 522.68 | 21.65 | 522.73 | 523.81 | 22.73 | 523.87 | \$25.01 | 23.87 | 525.06 | 526.25 | 25.06 | 26.31 | \$ 27.5 |
| PARATRANST SUPERVISOR | 22.84 | 523.98 | \$ 25.12 | 23.98 | \$25.18 | 526.38 | 25.18 | 526.44 | \$ 27.70 | 26.44 | \$ 27.76 | 529.08 | 27.76 | 529.15 | 530.54 | 29.15 | 530.61 | 532.07 | 30.61 | 532.14 | \$ 33.67 | 32.14 | 533.75 | 535.36 | 33.75 | 535.44 | \$ 37.13 |

## Attachment A

This Memorandum of Understanding is entered into by the International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART Local 0023 ParaCruz Operation) and the Santa Cruz Metropolitan Transit District August 6, 2019, and is executed on behalf of the parties by the following representatives:

## $\underline{\text { Santa Cruz Metropolitan Transit District }}$



Dawn Crummié
Human Resources Director

Date:


International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART Local 0023 ParaCruz Operation)


James Sandoval
Chief Negotiater/General Chairperson


Brandon Freeman
Vice Chairperson


Vice Chairperson

Jose Carranco
Vice Chairperson


Vicki Trent
Vice Chairperson


Nathanael Abrego
Vice Chairperson


Bonnie Tor
International Labor Representative
Date: $\quad 4-10-20$

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DATE: May 15, 2020


TO: Board of Directors
FROM: Angela Aitken, CFO

## SUBJECT: CONSIDERATION OF FORMAL RATIFICATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU LOCAL 521) AND SANTA CRUZ METRO

## I. RECOMMENDED ACTION

That the Board of Directors ratify a three-year Memorandum of
Understanding between the Service Employees International Union (SEIU
Local 521) and Santa Cruz METRO.

## II. SUMMARY

- The previous Service Employees International Union (SEIU) Memorandum of Understanding (MOU) expired June 30, 2019.
- SEIU and the Santa Cruz Metropolitan Transit District (METRO) management negotiators held many meetings from March 2019 - October 2019 to negotiate new terms and agreements.
- SEIU and METRO reached a tentative agreement on a three-year MOU which included yearly base wage increases and numerous other contract changes and clarifications.
- Staff recommends that the Board of Directors ratify the proposed MOU, which members of SEIU voted on and passed by a majority vote.


## III. DISCUSSION/BACKGROUND

The previous SEIU MOU expired June 30, 2019. Through the course of negotiations, SEIU and METRO management negotiators held many meetings from March 2019 - October 2019 to negotiate new terms and agreements. SEIU and METRO reached a tentative agreement on a three-year MOU, which included yearly base wage increases and numerous other contract changes and clarifications.

Staff recommends that the Board of Directors ratify the proposed MOU, which members of SEIU voted on and passed by a majority vote.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The ratification of the SEIU MOU gives us a financial road map forward with SEIU, ensuring that we will be able to perform quality support services, which will safeguard that we will continue to attract, retain, and develop extraordinary employees who perform support services for our fixed route and paratransit services in Santa Cruz County.

These priorities align with the following Strategic Plan Priorities:

1. Financial Stability, Stewardship \& Accountability
2. Service Quality and Delivery
3. Employee Engagement: Attract, Retain and Develop

## V. FINANCIAL CONSIDERATIONS/IMPACT

The required funding for the SEIU MOU is included in the FY20 current fiscal year's operating budget.

Funding for the remainder of the term of the MOU will be included in subsequent rolling two-year operating Budgets.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

- The previous SEIU MOU expired June 30, 2019. Ratifying the new SEIU MOU assures continuity of support services for our fixed route and paratransit services in Santa Cruz County.
- Do nothing is an alternative, but staff does not recommend continued support services without a ratified MOU.


## VIII. ATTACHMENTS

Attachment A: SEIU Local 521 and Santa Cruz METRO Labor Agreement (MOU) - July 1, 2019 - June 30, 2022

Prepared by: Angela Aitken, CFO

## IX. APPROVALS

Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


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## Attachment A

# MEMORANDUM OF UNDERSTANDING 

BETWEEN

## SERVICE EMPLOYEES <br> INTERNATIONAL UNION LOCAL 521

AND<br>\title{ SANTA CRUZ METROPOLITAN TRANSIT DISTRICT }<br>July 1, 2019 - June 30, 2022

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## ARTICLE 1. PREAMBLE

This contract is entered into by the Service Employees International Union, Local 521, Professional Supervisors Association (PSA), Salaried Employees Association (SEA), and Vehicle Maintenance Unit (VMU), hereafter referred to as the "Union," and the Santa Cruz Metropolitan Transit District, hereafter referred to as the "METRO." "Employee" defined for the purpose of this contract shall mean a represented employee assigned to a regular status or provisional classification within the bargaining units. A regular status employee is one who is either a probationary or permanent appointee.

This contract is subject to Santa Cruz METRO Board Resolution No. 87-7-9 and Resolution No. 78-6-1 of the Santa Cruz Metropolitan Transit District, and Sections 98000 et seq. of the Public Utilities Code of the State of California. In the event of conflict between this contract and METRO Resolutions 87-7-9 or 78-6-1, this contract shall prevail.

METRO and the Union have met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment.

The parties agree that this contract supersedes any past practice covered by this contract but does not affect other written agreements between the parties not addressed in this contract.

The parties agree that this contract sets forth the full and entire understanding of the matters contained herein. Further, the parties agree that neither shall be required to negotiate with respect to any matter contained herein for the term of this contract, nor shall any modification, alteration or addition to this contract be binding unless made and agreed to in writing by METRO Representative(s), Union Field Representative, and all
affected Unit president(s) and Chairperson provided that the Union Field Representative obtains all necessary Union signatures.

### 1.1. Working Day Defined

As used throughout this contract, the term "working day" shall be defined as any weekday that the central administrative office of the Santa Cruz Metropolitan Transit District is open for business. Any reference to "day" or "days" in this contract not preceded by the word "working" shall be defined to mean a regular calendar day or days.

### 1.2. Automatic Extension of Time

If the last day for doing an act required by law or by this contract falls on a Saturday, Sunday or holiday observed by the administrative office of either METRO or the Union, the time for doing the act shall be automatically extended to and including the next day of regular work by such office.

## ARTICLE 2. RECOGNITION

Pursuant to Section 3500-3510 of the Government Code of the State of California and Resolution No. 78-6-1, METRO recognizes Service Employees International Union, Local 521, as the exclusive bargaining representative of all employees in the bargaining chapters of PSA, SEA, and VMU.

A bargaining chapter may be expanded to include other classifications with similar duties to existing classifications by mutual agreement of the Union and METRO.

### 2.1. Positions Designated as Confidential:

Legal Secretary (2)
Paralegal I/II
Human Resources Technician

Legal Department Legal Department Human Resources Office

Benefits Technician Human Resources Specialist Administrative Assistant Human Resources Clerk

Human Resources Office Human Resources Office Human Resources Office Human Resources Office
2.1.1. Employees filling existing positions designated as confidential, by mutual agreement between the Union and METRO, or employees filling newly created positions designated by METRO as confidential, shall be exempt from the provisions of Agency Shop. Confidential employees may hold membership in the Union but are excluded from active participation as officers, negotiators or committee chairpersons.

### 2.2. Non-Confidential Positions

2.2.1. An employee in a non-confidential position shall not become an agent for management in the meet and confer process.
2.3. Maintenance of Membership - PSA

This Article has been mutually deleted by the parties.

### 2.4. Union Security

METRO will rely on a written certification from the Union requesting that the METRO deduct from employees' salaries or wages an amount equal to the Union's monthly dues or fees authorized by the Union Bylaws. The Union has and will obtain and maintain signed employee authorizations for said wage deductions and will represent to METRO that each bargaining unit employee is affirmatively consenting to the dues deductions consistent with federal law. After providing the required certification, the Union will not be required to provide a copy of individual authorizations to METRO unless a dispute arises about the existence or terms of the authorization. The Union will, however, each month provide

METRO with a list of all active Union members and nonmembers in the bargaining unit.

Based on the certification from the Union described above, METRO will deduct, monthly, the amount of Union regular and periodic dues and fees and any special membership assessments as may be specified by the Union under the authority of an authorization card signed by the employee. Dues deduction for employees will only be made upon the written certification from the Union.

A written statement of the names and amounts deducted, will be forwarded promptly to the Union office, at the address specified by the Union.

METRO will provide the Union with a list of newly hired unit members.

The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When an employee is in a non-pay status for an entire pay period, no deductions for union dues or fees will be made to cover that pay period. If an employee is in a non-pay status for part of the pay period such that employee's wages are not sufficient to cover the full deduction, METRO will not deduct Union dues. All other required and authorized deductions have priority over the Union dues. Deductions will automatically resume upon an employee's return to work from a leave of absence without pay (including unpaid FMLA leaves).

The Union agrees to keep an adequate itemized record of its financial transactions and to retain a copy of its most recent financial statement. The Union will make available to all Union members the financial statement and operating
statement prepared in the manner prescribed by Subparagraph (d) of Government Code Section 3502.5 covering all periods during which the Organizational Service Fees have been collected and received by the Union.

## Change or Cancellation of Deductions

METRO will direct employees requesting to discontinue or change Union dues deductions to the Union. METRO will rely on information provided by the Union regarding whether or not the authorization for the Union dues deductions was properly discontinued or changed, but will determine for itself if an employee is affirmatively consenting to Union dues deductions.

In the event any portion of the California Government Code or federal law changes or is amended to address the transfer of monies between the Union and METRO, the parties will reopen this section of the collective bargaining agreement to meet and confer regarding the change in law.

The parties incorporate by reference the provisions of Government Code sections 1150-1157.12 and the United States Supreme Court's decision in Janus v. American Federation of State County, and Municipal Employees, Council 31, et al. (Decided June 27, 2018).
2.5. Payroll Deductions

The Union dues or deductions will be deducted each pay period and will be remitted to the Union, along with a list of the employee numbers and names within five (5) workdays of payday. This deduction report will be submitted in writing with the Union dues payment.

When an employee is in a non-pay status for an entire pay period, no deductions for Union dues or fees will be made to cover that pay period. If an employee is in a non-pay status for part of the pay period such that employee's wages are not sufficient to cover the full deduction, METRO will not deduct Union dues. All other required and authorized deductions have priority over the Union dues. Deductions will automatically resume upon an employee's return to work from a leave of absence without pay (including unpaid FMLA leaves).

## Bargaining Unit Member Contact Information

To the extent required by Government Code Section 3558, METRO will provide the Union with a list of names and contact information (listed below if on file) for any newly hired bargaining chapter member within 30 days of the date of hire or by the first pay period of the month following hire. METRO will also provide the Union a list of all bargaining chapter member names and contact information on the last working day of September, January, and May. The information will include the following information, except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name
- Job title
- Department
- Work location
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with METRO.

Each month, the Union will provide METRO with a list of the names of all current bargaining chapter members who are and who are not Union members.

METRO will notify each new bargaining chapter member that their classification is part of a bargaining chapter represented by the Union, and the name of a representative of the Union. If requested, METRO will provide the employee with a packet of information and an electronic membership application form supplied by the Union.

METRO will provide the Union not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining chapter employees, including the date, time and location of the orientation meeting. If a bargaining chapter member's first day or work begins less than ten (10) days after the date the employee is hired, the 10 -day notice requirement may be reduced, and METRO will instead provide as much advance notice as reasonably possible of the orientation meeting.

METRO will allow the Union representative to spend up to thirty (30) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the collective bargaining agreement and related matters. No representative of METRO management will be present during the Union's presentation.
2.5.1. Payroll Deduction Dispute Resolution

Any dispute between the Union and an employee on the interpretation of Section 2.5 shall, at the request of the Union or the affected employee, be decided by the final and binding arbitration under the rules of the American Arbitration Association.

The employee and the Union shall each bear one half the cost of the arbitration including the fee of the American Arbitration Association and the arbitrator. The cost of the certified transcript of the proceedings shall be paid by the party requesting same. METRO will not protest or interfere with any final and binding decision under this Section. In the event an employee fails to authorize either Union dues, an equivalent service fee or charitable contribution as required in this Section, the Union will give written notice of such failure to METRO and the affected employee, and request dismissal of the employee. Upon receipt of such notice from the Union, METRO will issue to the employee and the Union a five (5) day notice of Intention to Dismiss. Failure to authorize payroll deductions by the response deadline set in the Notice to Dismiss shall result in termination. Employees terminated as a result of this provision do not have the right of recourse through Article 18, Grievance Procedures, or Article 19, Disciplinary Appeals.
2.5.2. Indemnity

SEIU Local 521 agrees to indemnify, defend (upon request) and hold METRO, management or its agents harmless from any claims, litigation or liability arising from implementation of Section 2.5. The Union's obligation to indemnify METRO includes indemnification for the pre-litigation costs and attorney fees. The Union will refund to METRO any amounts paid to it in error.
2.6. Payroll Deduction Dispute Resolution

Any dispute between the Union and an employee on the interpretation of Section 2.5 shall, at the request of the Union or the affected employee, be decided by the final and binding arbitration under the rules of the American Arbitration Association.
The employee and the Union shall each bear one half (1/2) the cost of the arbitration including the fee of the American Arbitration

Association and the arbitrator. The cost of the certified transcript of the proceedings shall be paid by the party requesting same. METRO will not protest or interfere with any final and binding decision under this Section.

In the event an employee fails to authorize either Union dues, an equivalent service fee or charitable contribution as required in this Section, the Union will give written notice of such failure to METRO and the affected employee, and request dismissal of the employee. Upon receipt of such notice from the Union, METRO will issue to the employee and the Union a five (5) day notice of Intention to Dismiss.

Failure to authorize payroll deductions by the response deadline set in the Notice to Dismiss shall result in termination. Employees terminated as a result of this provision do not have the right of recourse through Article 18, Grievance Procedures, or Article 19, Disciplinary Appeals.

## ARTICLE 3. NO DISCRIMINATION

METRO and the Union will cooperate in pursuing a policy of equal employment and equal promotional opportunity for all employees in accordance with METRO's adopted Equal Employment Opportunity Plan and applicable law including the requirements under the Americans with Disabilities Act. There shall be no discrimination because of a person's political or Union affiliation or belief, non-affiliation or non-belief, race, color, ancestry, age, sex, national origin, religious creed, marital or military status, sexual orientation, gender identification, medical condition or disability, except where sex or physical capability is a bona fide occupational qualification.

## ARTICLE 4. MUTUAL RIGHTS AND RESPONSIBILITIES

The Union recognizes its obligation to cooperate with METRO to assure maximum service of the highest quality and efficiency to the citizens of Santa Cruz County consistent with its obligations to the employees it represents. METRO recognizes its responsibilities to treat employees fairly and equitably. METRO and the Union affirm the principle that harmonious labor/management relations are to be promoted and furthered.

## ARTICLE 5. MANAGEMENT RIGHTS AND RECOGNITION OF BUSINESS OF METRO

The Union agrees that METRO has authority for the policies and administration of METRO under the provisions of the law and to fulfill its responsibilities under this contract. Any matter involving governmental operations vested by law in METRO and not covered by this contract is in the province of METRO.

METRO also recognizes that employee contribution to the decision making process is valuable. METRO agrees to encourage employee input on matters within the scope of representation.

All vested rights, power, authority, duty and responsibility and the exercise thereof is reserved to METRO and shall be limited only by the terms of this contract and the laws and Constitution of the State of California.

## ARTICLE 6. CONTINUITY OF SERVICE AND PEACEFUL PERFORMANCE OF SERVICE

### 6.1. Continuity of Service

METRO is engaged in rendering transit services to the public and the Union and METRO recognize that there is an obligation on each party for the continuous rendition and availability of such
services. The duties performed by METRO employees are essential to the operation of METRO.

### 6.2. Peaceful Performance of Service

The Union, its agents, its staff, and the employees it represents, agree that they will not encourage, call upon, authorize or participate in any strike, work stoppage, picketing, or any concerted interference with the operations of METRO or any refusal to enter upon METRO's premises or work site during the term of this contract, except as otherwise provided in this Article.

An employee who participates in such prohibited activities shall be subject to disciplinary action up to and including discharge. This paragraph shall not be construed to mean that an employee shall be required to perform unsafe acts or duties.

METRO shall not lock out any employee in the bargaining chapter. A layoff in accordance with Article 17 shall not be considered a lock out.

### 6.3. Exceptions

It shall not be a violation of this contract, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, where entering property involved in a labor dispute or going through a bona fide labor organization's picket line will result in potential damage to METRO equipment or physical injury to the employee or where physical injury to persons in the picket line could result or where a member of METRO employee's immediate family is involved in the labor dispute. This section shall not apply to informational picket lines established or endorsed by bona fide labor organizations.

In the event of a work stoppage involving another bargaining chapter of METRO, METRO shall not require employees of SEIU bargaining chapters to monitor or photograph any picket line or to serve notice of legal action on the part of METRO regarding such work stoppage upon any employee of METRO.

## ARTICLE 7. UNION RIGHTS

7.1. Notification to Union

### 7.1.1. $\quad$ Ten (10) Day Notice

The Union shall be given ten (10) working days advance written notice of any personnel matter, ordinance, rule, resolution, regulation, or action affecting working conditions related to matters within the scope of representation, proposed to be adopted by METRO Board of Directors or management. The Union shall be given the opportunity to meet and confer with METRO representative prior to its adoption, except in cases of bona fide emergency.

### 7.1.2. Right to Review Documentation

The Union shall have the right to review at reasonable times, and receive upon request without cost, a copy of any and all current materials prepared relating to the wages, hours, and other terms and conditions of employment which are relevant for the Union to fulfill its duties and obligations as the exclusive representative of the employees covered by this contract.

The following materials shall be excluded from the above provision and shall not be provided to the Union:

- Personnel file information not released by the employee [except documents of an active employee (name removed) with related final disciplinary action taken by management when identified and requested by the

Union in the course of a disciplinary appeal filed in accordance with Article 19]; employment verification; reference letters;

- Incomplete reports; drafts; notes and correspondence between METRO management; management work products;
- Records of executive sessions of the Board of Directors;
- Litigation and potential litigation;
- Contract negotiation research; preparatory information for labor relations;
- Reports not in the public domain; and Other confidential materials.


### 7.2. Union Access

Representatives of the Union shall be permitted access to METRO facilities for the purpose of contacting members concerning Union business upon notifying their supervisor. Contact with workers will not interfere with the work of METRO. If permission is denied by the supervisor, such contact will be arranged by the end of the next scheduled work day. SEIU Local 521 Union business agents may meet with new hires for thirty (30) minutes at their initial orientation with METRO.

### 7.3. Release Time

Up to two (2) Union officers, stewards, or committee members per bargaining chapter constitute the "bargaining team" and shall be released to attend bargaining for a new MOU or extension of the contract, without loss of pay. The bargaining team shall be released, without loss of pay, up to twelve (12) hours to meet prior to the start of negotiations. The bargaining team
will be released, without loss of pay, for one (1) hour prior to each bargaining session.

For meetings concerning matters within the scope of representation that are not bargaining for a new MOU, one (1) Union representative per bargaining chapter shall be released without loss of pay to attend such meetings with METRO. METRO shall release a maximum of two (2) expert members if they are needed in meetings concerning the scope of representation.

Further, METRO shall allow an employee and their Union representative time off without loss of pay as determined to be necessary and reasonable for the investigation and/or processing of grievances and disciplinary appeals by the Union.

In addition, one (1) Union representative per chapter shall be allowed time off without loss of pay, or if assigned to a shift other than a Day Shift, shall be granted an equivalent amount of time off a subsequent work shift, for purposes of attending public METRO Board of Directors meetings, when an agenda item concerns a Union chapter.

### 7.3.1 $\quad$ Formulation of Policies, Procedures \& Union Business

The Union may request, and METRO may grant, time off without loss of pay to Union representatives to assist METRO in the formulation of policies and procedures mutually beneficial to METRO and the Union. However, such time off shall be at the discretion of the Departmental Manager.

Upon request of the Union's Executive Director, employees who are Union members will be allowed unpaid release time totaling not more than thirty (30) workdays a year for Union business. An
employee may use available annual leave. This leave request must be approved by the CEO/General Manager.

### 7.3.2. Use of METRO Vehicles

Individuals shall not use METRO vehicles for transportation when representing the Union in meetings with METRO, except when the use is of benefit to METRO and is approved in advance by the departmental manager or designated supervisor.
7.4. Union Mail

The Union shall have access to utilize METRO interdepartmental and inter-facility mail distribution. Mail clearly marked "Union Business/Confidential" shall not be opened except by the person to whom the material is addressed.

### 7.5. Bulletin Boards

The Union shall be provided at each facility where it represents workers use of adequate and accessible bulletin boards for the purpose of Union communications. Bulletin boards shall be locked and a key shall be provided to the Union representative at that facility. The Union shall be responsible for maintaining the bulletin board.
7.6. Printing of the Contract

METRO will print copies of the contract within seventy-five (75) days of ratification, adoption by the Board of Directors, and final proofing by the Union. A PDF temporary copy shall be available upon ratification of the contract and shall be emailed to the bargaining chapters' representatives.

## ARTICLE 8. PERSONNEL ACTIONS

### 8.1. Job Classifications

A METRO manual of all current job classifications shall be available at METRO's Human Resources Office for review by employees and Union representatives. An employee may obtain a copy of their job classification from the departmental manager's office and other job classifications assigned to their work site.

Upon appointment, each new employee shall be provided with a copy of the employee's job classification. Further, an employee shall be given a copy of the amended job classification as changes occur.

### 8.2. Classification Actions

### 8.2.1. Meet and Confer

METRO shall offer to meet and confer with the Union regarding appropriate classification whenever METRO intends to classify, reclassify, create, modify, and/or abolish classes existing in, or appropriate to, the chapters represented by the Union.

### 8.2.2. Assigned Duties Not Reasonably Related to the Classification

In addition, when the Union believes that an employee has been assigned duties which do not reasonably relate to the classification to which the employee is assigned, the Union may request, and METRO shall grant, an opportunity to meet and confer with the parties involved regarding such assignment. Nothing in this paragraph shall be construed to permit the employee to refuse to perform the duties at the time of assignment.

### 8.2.3. Salary Surveys

Beginning with the month of December 2001 and annually thereafter, management agrees to conduct three (3) salary surveys on benchmark classifications not listed in Article 8.5.1 or one (1) group defined as the class specifications used to determine a career ladder grouping as listed in Article 8.5.1 as recommended by the Union. The salary survey results shall be completed within six (6) months and reviewed by the Union. The CEO/General Manager's decision shall be made within thirty (30) days of receipt and be final unless they recommend an adjustment to the Board. The Union may not recommend the same classification or group during the term of this MOU.

### 8.3. Personnel Files

### 8.3.1. Definition

There shall be only one (1) official personnel file, which shall be maintained at METRO's Human Resources Office. An employee shall have the right to review their personnel file or authorize in writing the review by a Union representative. No material will be inserted into the employee's official personnel file without prior notice and a copy given to the employee. An employee may place in their official personnel file a written response to adverse material inserted into the file in lieu of filing a formal grievance regarding the subject of the adverse material. In addition, an employee may submit any complimentary work-related written material in their official personnel file provided it is received within six (6) months of the occurrence. An employee will within five (5) working days of a request to the Human Resources Office, have copies made available of any or all documents contained in their personnel folder. The request for copies may not be made more often than annually.

Attachment A

### 8.3.2. Documents Not to be Relied Upon for Disciplinary Action

The following will not be used or relied upon to take or support disciplinary action for a current violation: letters of warning and/or disciplinary action which are more than two (2) years old, which did not result in a demotion or suspension of more than three (3) days, and for which there have been no other warnings or disciplinary actions of the same or of a similar kind, and shall be available to the CEO/General Manager and Human Resources Director only.

### 8.4. Performance Evaluations

### 8.4.1. Definition

A written performance evaluation is intended to be a documented summary of the work performance of the employee and to encourage ongoing communication between the supervisor/rater and the employee.

### 8.4.2. Performance Evaluation Process

Each employee's immediate supervisor/rater, in conjunction with management, shall evaluate the employee's performance. No performance evaluation shall rely on other than a current direct or past supervisor/manager. Statements and/or notes used to prepare an employee's evaluation shall be written and signed and referencing only the present evaluation period. METRO supervisors shall purge working notes used for the annual employee performance evaluation process within ninety (90) days following completion of the performance evaluation. METRO shall ensure that supervisors/raters are effectively trained to prepare consistent performance evaluations in accordance with this agreement. No performance evaluation shall be placed in a personnel file without an opportunity for prior discussion between
the employee and the supervisor/rater, and the employees shall be required to sign their performance evaluation. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the supervisor/rater in the commentary section and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond in writing to any evaluation they consider derogatory, or otherwise inaccurate, within twenty (20) working days of receipt of a copy of the evaluation. If an employee is denied a step increase based on an unsatisfactory evaluation, they may appeal through the grievance process.

### 8.4.3. Extension of and Scheduling of Performance Evaluations

Failure by the supervisor to present the employee with the evaluation within thirty (30) calendar days of the due date, unless an extension is mutually agreed upon in writing, shall result in an unrated but designated satisfactory/average evaluation of the employee as of the due date. Each employee's supervisor is responsible for evaluating the employee's performance as follows:

A probationary employee will be evaluated three (3) months and six (6) months from the date of probationary appointment. These evaluations will be used in making the determination whether the probationary employee will complete the probationary period and attain permanent status. Evaluation forms shall include the following statement in bold: "Employees may choose to consult with their Union Steward/Representative regarding their evaluation."

A permanent status employee will be evaluated annually after completion of the probationary period.

An employee who voluntarily terminates their service with METRO may receive a performance evaluation one (1) week prior to the time of severance if requested in advance by the employee.

### 8.4.4. Special Evaluations

Special Evaluation forms shall include the following statement in bold: "Employees may choose to consult with their Union Steward/Representative regarding their evaluation."
8.5. Promotion

### 8.5.1. Definition

Promotion is a non-temporary appointment, other than by reclassification, from one classification to another classification having a higher salary range.

The following classification series generally define the upward promotional paths of positions in METRO's classes.

- Custodial Service Worker Lead/Custodial Supervisor
- Facilities Maintenance Worker I/II/Lead/Supervisor
- Vehicle Service Worker I/II/Detailer/Lead
- Upholsterer I/II
- Mechanic $1 / I I / I I I /$ Lead/Fleet Maintenance Supervisor
- Parts and Materials Clerk/Lead/Supervisor
- Customer Service Representative/Senior/Supervisor
- Administrative Clerk/Assistant/Specialist/Supervisor
- Accounting Technician/Senior/Accounting Specialist
- Payroll Specialist/Senior
- Transit Supervisor/Assistant Safety \& Training Coordinator/Safety \& Training Coordinator
- Accountant I/II
- Information Technology Support Analyst I/II
- Systems Administrator/Senior
- Transportation Planner I/II/Senior/Transportation Planning Supervisor
- Claims Technician I/II
- Buyer/Purchasing Agent
- Financial Analyst/Senior
- Paralegal IIII
- HR Clerk/HR Specialist


### 8.5.2. Filling of Vacancies by Promotion With Qualified Employees

METRO shall, whenever possible, encourage the filling of vacancies by promotion if qualified employees are available. A "qualified employee" means an employee who is determined by METRO to meet the employment standards of the position. When an employee is promoted they will enter the new classification in a step which provides a minimum salary increase of $5 \%$, subject to the limits of the salary range.

### 8.5.3. Closed Promotional Recruitments

Recruitments for positions within the bargaining chapters shall be by qualification of eligible applicants, closed promotional recruitment, or open recruitment. During the term of this MOU METRO will issue closed promotional recruitments for ten (10) days for the following classifications:

- Administrative Supervisor
- Lead Custodial Services Worker
- Custodial Supervisor
- Lead Facilities Maintenance Worker
- Facilities Maintenance Supervisor
- Lead Mechanic
- Fleet Maintenance Supervisor
- Senior Customer Services Representative


## Attachment A

- Customer Service Supervisor
- Safety \& Training Coordinator
- Lead Parts \& Materials Clerk
- Parts \& Materials Supervisor
- Senior Transportation Planner


### 8.5.4. Promotion by Qualification

Promotion by qualification shall be a promotion which is noncompetitive for an employee in a lower classification who has completed the required time period in the lower classification and has either met the standards of the higher classification through certification or passed qualifying examinations as required by METRO. An employee wishing to be promoted by qualification shall provide evidence of certification or request in writing the administration of a qualifying exam, if one is established. METRO shall administer the examination within thirty (30) days of such request. A qualifying exam may not be requested by an eligible employee more than once in a six (6) month period.

- Facilities Maintenance Worker I/II (requires qualifying exam)
- Vehicle Service Worker I/II
- Upholsterer I/II
- Mechanic I/II
- Accounting Technician/Senior
- Accountant I/II
- Information Technology Support Analyst I/II
- Systems Administrator/Senior
- Paralegal I/II
- Claims Technician I/II
- Buyer/Purchasing Agent


### 8.5.5. Posting of Permanent Positions

All recruitments for permanent positions on the classified personnel list shall be posted on all employee bulletin boards throughout METRO offices for a period of not less than seven (7) workdays. Such recruitment notices shall state if the position is closed promotional or open recruitment.

### 8.5.6. Demotion and Time Served for Purposes of Seniority

At any time during the first three (3) months following a promotion, an employee may voluntarily demote to the previously held position from which the employee was promoted. An employee failing to complete the probationary period may be demoted at any time by METRO to the previously held classification from which the employee was promoted or to a classification with a comparable salary range where the employee meets the employment standards. Such employee shall have all time served in the higher class count as continuous service in the lower class for purposes of seniority. If the employee demotes to a class with no previous service, upon demotion, the employee shall receive credit for hours of service accrued in the higher class for purposes of seniority.

### 8.5.7. Seniority During Probation Period of Higher Classification

Seniority within a higher classification shall be added to seniority obtained in a lower classification if an employee is returned to a lower classification due to failure of satisfactorily completing the probationary period in the higher classification.

### 8.6. Work Out of Class

### 8.6.1. Definition

The term "work out of class" shall be defined as a managementauthorized assignment of an employee in a lower level classification to a higher level classification on a temporary basis wherein an employee in a lower level classification may be assigned to perform many, if not all, of the duties of the higher classification. All such assignments are voluntary on the part of the employee and must be made and authorized in writing by management.

### 8.6.2. Work Out of Class Step Assignments

Step assignment for an employee who works out of class will be at the first step of the higher range or at a step within the range which will provide at least a $5.0 \%$ increase over the employee's base salary if the first step does not represent at least a $5.0 \%$ increase, subject to the limits of the salary range. An employee who works more than 1040 hours in a higher classification shall be advanced one (1) step within the salary range for all subsequent hours worked in that classification. Work out of classification shall be effective on the first day of work in the new classification.

### 8.6.3. Work Out of Class Assignment Duration

Work out of class assignments are temporary and shall not be made to fill vacant regular positions except during that period required to accomplish recruitment and selection processes. No employee or series of employees may work out of class to fill a regular vacant position for more than one hundred eighty (180) days. For vacancies due to an employee on a paid or an unpaid leave of absence, work out of class may be assigned for the duration of the absence.

### 8.6.4. Work Out of Class Rotation

Work out of class shall be assigned on a rotational basis by seniority within a classification, within a department, among all volunteers qualified to do the work. "Qualified" shall mean meeting the essential and substantial number of the employment standards of the position as stated in the job classification. A list indicating the order in which qualified volunteers are to be rotated shall be established for each position in which work out of class is available. No employee on the list may work out of class for longer than twenty (20) working days unless they are the sole qualified volunteer, and subject to the limitations in 8.6.3. Rotations shall occur only on the beginning date of a pay period, which could extend the assignment beyond twenty (20) days as stated above. The purpose of rotations is to promote career ladder development by allowing employees to perform the duties of a higher level position.

### 8.6.5. VMU - Work Out of Class

In the Vehicle Maintenance Unit, work out of class assignments to fill the position of Lead person shall be made as follows. Qualified volunteers shall be rotated by seniority within the maintenance, parts, and body shop divisions, within a shift to fill vacancies in the classification of Lead person for that shift. In the event that no work out of class assignments are made during the two (2) pay period designation, the designation shall be extended on a pay period by pay period basis until such time as a work out of class assignment has been worked. Thereupon, the designation shall terminate at the end of the pay period.

### 8.6.6. Customer Service Supervisor Work Out of Class


#### Abstract

Absences in the Transit Supervisor/Customer Service assignment are not required to be filled by Transit Supervisors on a one-toone ratio. To allow for career ladders in the Customer Service Representative classification, Customer Service Representatives will be considered for out of class absences in the position of Customer Service Supervisor as determined by the Operations Manager or designee.


### 8.6.7. Credit for Work Out of Class Hours

If an employee is promoted to the position in which the employee has worked out of class, the employee shall have all hours of work out of class since July 1, 1987 credited toward step advancement up to a limit of eighteen (18) months. Such hours shall also be credited toward the probationary period in the new class up to a limit of three (3) months.

### 8.6.8. Paid Leave in Work Out of Class

Employees on paid leave during a work out of class assignment shall be paid at the work out of class compensation rate after working two (2) consecutive months in the higher class.
8.6.9. Limited Term Assignments

## A. Transit Supervisor

An employee in the classification of Transit Supervisor will receive $\$ 1.90$ per hour over the employee's base salary rate when assigned to perform day-to-day supervision and coordination in the absence of an incumbent in the management classification of Base

Superintendent. Unless specifically provided otherwise in Federal law, the pay differential shall not apply to overtime worked. The pay differential assignment shall be assigned on a rotational basis by seniority among all volunteers qualified to perform the work (as determined by management) for a period not to exceed thirty (30) calendar days unless extended by agreement between management and PSA.

## B. Maintenance

At the sole discretion of the CEO/General Manager, an employee in the Maintenance Department will be paid a $\$ 1.90$ per hour differential over the employee's base salary rate for hours worked when assigned to perform supervision and coordination activities in the temporary absence of an incumbent in a management classification. No appointment shall last more than one hundred and twenty (120) days, except as may be extended by mutual written consent of the parties. No employee shall incur a loss in base salary rate as a result of this assignment.

### 8.7. Reclassification

### 8.7.1. Timeframe, Type, and Number of Reclasses

During the month of December, the first three (3) employees whose class specification is not included in any career ladder grouping (as listed in Article 8.5.1), and one (1) group in a class, who submit to the Human Resources Director a completed request form for reclassification, will be studied. During the month of June the first three (3) employees whose class specification is not included in any career ladder grouping (as listed in Article 8.5.1), who submit to the Human Resources Director a completed request form for reclassification, will be studied.

During the month of December the Union can request a reclassification study of one (1) group defined as the class specifications used to determine a career ladder grouping (as listed in Article 8.5.1).The Human Resources Director will acknowledge receipt of the request within ten (10) working days. An employee may not resubmit a second request while in the same classification for reclassification more than once within a two (2) year period after being studied. The employee and the Union may not resubmit a second request for a reclassification more than once within a two (2) year period after being studied. This provision shall not prohibit management from having additional positions studied other than those submitted by an employee or the Union.

Management shall provide a written notification to the Union on requested reclassifications including wage comparisons and recommendations. Classification adjustments for Union-initiated group reclassifications shall become effective on the first day of the first pay period following approval by the Board of Directors. Employee requested studies that result in being reclassified to a new or revised classification and result in a wage increase shall be effective not later than the first day of the first pay period of the following July 1 (December request) or January 1 (June request) of each year. However, the implementation of an upward wage increase may be delayed by the number of days beyond thirty (30) that it takes the employee to complete and submit the position information questionnaire form. Up to six (6) hours of the employee's work time will be provided for this task. Failure to complete the form within sixty (60) days will cancel the employeerequested study.

### 8.7.2. Minimum Salary Increase

When an employee is reclassified to an existing, but higher, classification, they will enter the higher classification in the step
which provides a minimum salary increase of $5 \%$ providing that the employee has served a minimum of six (6) months in the lower classification prior to being reclassified.

### 8.7.3. Probationary Period

There shall be no probationary period for a reclassified employee.
8.8. Transfer

### 8.8.1. Lateral Transfer

Employees may request a lateral transfer to a position in the same job class or at the same pay rate at any time by filing a written application form with the Human Resources Department. At the time a position is vacated, METRO may grant the request in lieu of recruiting or selecting a candidate from an existing eligibility list to fill the vacant position. When two (2) or more employees file a transfer request for the same position, METRO shall evaluate the applicants on the basis of experience, education, work record and seniority.

### 8.8.2. Impact of Transfer on Employee

Transfers shall not lower the employee's wage rate, nor change the anniversary date, nor annual leave accrual rate, nor in any other manner reflect adversely upon their rights.

### 8.9. Involuntary Demotion

An involuntary demotion is when an employee is involuntarily demoted by METRO from an existing position to a position in a lower-paying classification. An employee shall be placed on the same step as previously held in the lower salary range. Involuntary demotions may be made for unsatisfactory performance subject to proper documentation including progressive discipline in accordance with the Personnel Rules
and Regulations. Such demotions shall not be made for arbitrary or capricious reasons.
8.10. Voluntary Demotion

### 8.10.1. Requesting a Voluntary Demotion

An employee may request a voluntary demotion to a lower classification or previously held position by completing and filing a METRO application form with the Human Resources Department. At the time a position is vacated for which a voluntary demotion request is on file, METRO may grant the request in lieu of recruiting or selecting a candidate from an existing eligibility list to fill the vacant position, provided the employee meets the employment standards for that position. Voluntary demotion applications will be kept active for a period of not more than six (6) months. Voluntary demotions shall not be denied for arbitrary or capricious reasons. Denial of requests for voluntary demotion shall be in writing and shall contain reasons upon which the denial is based. Voluntary demotions shall not change the employee's anniversary date, nor annual leave accrual rate, nor in any other manner reflect adversely upon their rights.

### 8.10.2. Effective Date

Demotions shall be effective on the first day of a pay period.

### 8.10.3. Mechanic III Voluntary Demotion

A Mechanic III employee wishing to voluntarily demote to a Mechanic II position, when there is no Mechanic II vacancy, must submit a written request to the Fleet Maintenance Manager within the first thirty (30) days of a new shift bid. The Fleet
Maintenance Manager will administer a written test to interested

Mechanic II incumbents who meet the minimum requirements for the position in order to establish a certification list.

The demotion/promotion will occur at either: (a) the next shift bid; or (b) between bids, providing both incumbents agree to switch bids for the remainder of the current shift bid.

A Mechanic III demoting to a Mechanic II position shall have seniority accrued while in the Mechanic III classification credited toward Mechanic I/II classification seniority for the purpose of shift bidding and layoff.

## ARTICLE 9. SAFETY

### 9.1. Compliance

METRO and its employees will conform to and comply with all Federal, State and local health and safety laws and regulations. METRO will take all steps necessary to ensure employee health and safety including, but not limited to, training prior to the use of any equipment or machine used in the course of an employee's job. Responsibility for safety is shared by METRO and its employees.
9.2. Unsafe Conditions

No employee shall be required to work under unsafe conditions nor to perform tasks which endanger the employee's health, safety and well-being. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.
A. An employee shall report health or safety hazards to their immediate supervisor within one (1) working day upon discovery.
B. If the supervisor is unable to abate the hazard within one (1) additional working day, they shall refer the
matter to the department manager or Safety Officer. An employee may refer a safety hazard directly to the department manager or Safety Officer if the supervisor is unavailable or unable to abate the safety hazard. METRO will post the name of the designated Safety Officer at the green IPP boxes at each facility.
C. If METRO is unable to abate a safety hazard, and an employee has been assigned to a task which, in the employee's belief and good faith, threatens the employee's health or safety or puts the employee or another person in danger of serious physical injury, the employee may refuse in good faith to perform the task. An employee's refusal in good faith to perform the task shall not be just cause for discipline provided that the employee's good faith belief is based on ascertainable, objective evidence supporting the employee's conclusions. No employee shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations. Nothing herein shall be construed to restrain an employee's statutory rights to contact California Occupational Safety and Health representatives.

### 9.3. VDT/CRT Safety

### 9.3.1. Glare Control

VDT/CRT stations shall have adjustable glare control.

### 9.3.2. Shielding

Shielding for the VDT/CRT units shall be available upon request to help protect the operator from low-level radiation.

### 9.3.3. Non-VDT/CRT Work or Break Cathode Ray Table Video Display Terminal

VDT/CRT operators shall be allowed at the end of every forty-five (45) minutes of continuous VDT/CRT work to do non-VDT/CRT work or at the discretion of the supervisor to take a fifteen (15) minute break.

### 9.4. Occupational Health \& Safety Committee

Up to five (5) management representatives and one (1) employee from VMU, SEA and PSA, and up to two (2) representatives from other METRO bargaining chapters shall meet at least quarterly to consider potential and actual safety, health and safety training matters for employees, and to recommend resolution of unsafe working conditions. Management will present accident experience of represented employees at these meetings. Members of the Committee shall serve without loss of compensation. A committee agenda will be prepared for each meeting and minutes will be distributed. The Committee shall have access to all pertinent records excluding personnel records and personnel files. In the event that the parties to this MOU cannot mutually agree to a resolution of a difference over an occupational health and safety question, the parties to the Committee may mutually seek the advice, opinion or recommendation of consultants who are authorities on the issue in question.

## ARTICLE 10. PAY RATES

### 10.1. Pay Rates

Pay rates for represented classes are shown in Appendix A.

## Year 1

- An increase applying the Modified Table 9, Column M, of the SEIU CPS Study as of 10/7/19 shall be effective retroactive to July 1, 2019;
- All employees not listed in the Modified Table 9 will receive the wage increase indicated in Column I of the original May 23, 2019 CPS Study;
- Any employee with an equity adjustment of $1 \%$ or less to their current wage rate under the CPS Study will receive a one-time payment of $\$ 1,500$ in Year 1.

Year 2

- An increase of $\mathbf{1 . 5 \%}$ shall be effective July 1, 2020

Year 3

- An increase of $\mathbf{2 . 5 \%}$ shall be effective July 1, 2021
10.1.1. Employee's Salary Rate

For the purposes of defining an employee's salary rate as used in this contract, the following two (2) terms or categories shall generally apply:
A. Base Rate/Base Hourly Rate - the hourly rate that is identified by one of the salary steps of a classifications salary range contained on METRO's salary schedule.
B. Regular Rate/Regular Hourly Rate - the hourly rate actually paid to an employee. This rate includes normal premium pay provisions such as shift differential, bilingual pay, longevity increments, and any other FLSA-required inclusion. When more than one premium is applicable, each premium shall separately
be added to the employee's base rate. It is the regular rate that is used to compute overtime pay.
10.2. Longevity

METRO shall compensate an employee hired on or before October 25, 2019 with longevity increments as follows:

- $5 \%$ of the base salary after ten (10) years of continuous service.
- An additional $5 \%$ of the base salary after fifteen (15) years of continuous service.
- An additional $5 \%$ of the base salary after twenty (20) years of continuous service provided it was effective on or before June 12, 1997.

METRO shall compensate an employee hired after October 25, 2019 with longevity increments as follows:

- 5\% of the base salary after fifteen (15) years of continuous service.
- An additional 5\% of the base salary after twenty (20) years of continuous service.

Longevity shall be calculated as follows:

1. Calculate 5\% of the Base Pay Rate
2. Base Pay Rate Step + 5\% of the Base Pay Rate Step to calculate the Longevity for 10 or 15 Years
3. Base Pay Rate Step + $2 \times 5 \%$ of the Base Pay Rate Step to calculate the Longevity for 15 or 20 Years
All pay rates are rounded off to two (2) decimal places.

Attachment A

### 10.3. Shift Differential

10.3.1. VMU

An employee shall receive compensation in addition to the base hourly rate for all hours worked as provided below:

| Shift | Weekday |  |
| :--- | :---: | :---: |
| Day | --10 | $\$ 0.35$ |
| Swing | $\$ 1.10$ | $\$ 1.30$ |
| Graveyard | $\$ 1.80$ | $\$ 2.00$ |

## Employees who begin their shift on Saturday or Sunday at 10:45 p.m. will be paid the weekend graveyard differential for their entire shift.

An employee whose normal work schedule includes weekend hours shall receive the above differentials for hours worked between 12:00 midnight, Friday and 12:00 midnight, Sunday.

Subject to Section 11.1.1 of the agreement, METRO may reassign an employee to work other than the below shifts. An employee so reassigned shall be compensated at the appropriate shift differential rate for all hours worked during either the swing or graveyard shift periods listed below provided that the hours worked consist of increments of one (1) hour.

The shifts listed below will have set hours mutually agreed to by the Union and METRO. The agreed to set hours will meet the following parameters:

Day Shift: Weekday - The shift will be eight and one half (8.5) hours with a thirty (30) minute unpaid lunch.

Day Shift: Weekend - The shift will be eight (8) hours with a thirty (30) minute paid lunch.

Swing Shift: Monday-Sunday — The shift will be eight (8) hours with a thirty (30) minute paid lunch.

Graveyard Shift: Monday-Sunday - The shift will be eight (8) hours with a thirty (30) minute paid lunch.
10.3.2. Incentive Pay - Unit Rebuild

An employee in the position of Lead Mechanic and assigned to supervise unit rebuild shall receive compensation in addition to base salary at the rate of $\$ 0.45$ per hour for all hours in the position.
10.3.3. SEA - Differential

A full-time employee who works one-half ( $1 / 2$ ) or more of their shift and a part-time employee who works two (2) hours or more between the hours of 6:00pm and 6:00am shall be paid a $\$ 0.90$ differential effective June 20, 2013, and a $\$ 1.00$ differential effective June 19, 2014 in addition to their base rate of pay for all work performed on such shift.

### 10.3.4. PSA - Transit Supervisor 4/10 Shift

Should the four-day/ten-hour (4/10) shift of the Transit Supervisors be changed, management will provide the Union with advance notice in order to meet and confer on the change of the four-day/ten-hour (4/10) shift including the Union's proposal for a shift differential for Transit Supervisors and other PSA employees.
10.4. Overtime

### 10.4.1. Time and One-Half ( $11 / 2$ )

Except as otherwise provided herein, all management-authorized overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1/2) the regular hourly
rate of pay of the employee for all overtime work requested or required of the employee except that the employer cannot mandate holding or scheduling an employee in excess of two hours past the end of the shift except in cases of emergencies. It is further agreed that volunteers will be first solicited from qualified employees and that the selection be accomplished equitably. Overtime is defined to include any time in paid status in excess of eight (8) hours in any day or the regular eight (8) hour shift, whichever is greater, or ten (10) hours in any day or the regular ten (10) hour shift, whichever is greater, or time in paid status in excess of forty (40) hours during the employee's regular workweek, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.
10.4.2. Two Times (2x)

All hours worked on the seventh (7th) consecutive day of the workweek and after working six (6) consecutive eight (8) hour days (five (5) day workweek) or six (6) consecutive ten (10) hour days (four (4) day workweek) shall be compensated at two times (2x) the regular hourly rate of pay.
10.4.3. Compensatory Time

- All compensatory time earned through the date of contract ratification, October 25, 2019, will either be paid to the employee at the employee's straighttime rate of pay or, at the employee's option, the employee may keep their existing compensatory time on the books.
- Compensatory time will no longer be earned. Overtime hours worked will be paid to the employee pursuant to Section 10.4.1 and 10.4.2 of


## this Agreement in the pay period in which it is earned.

### 10.4.4. Pyramiding of Overtime

There shall be no pyramiding of overtime through the application of these provisions.
10.4.5. Exempt Classifications and Administrative Leave

Classifications which are defined by METRO as exempt from overtime compensation under the Fair Labor Standards Act include all positions within the classifications of:

- Transportation Planning Supervisor
- Financial Analyst
- Senior Financial Analyst
- Parts and Materials Supervisor

These positions are exempt from all overtime provisions of the contract. Such classifications shall accrue . 0193 hours (40 hours per year) of administrative leave for each hour of service in lieu of overtime compensation. Administrative leave not taken during the fiscal year will be forfeited.
10.4.6. Flexible Work Schedule

An employee in the classification of Transit Surveyor will have an irregular schedule not to exceed ten (10) hours in a twenty-four (24) hour period with a minimum twelve (12) hour off-duty period. An employee having an approved flexible work schedule may agree in writing to be paid at the overtime rate for only those hours exceeding forty (40) hours per workweek.

### 10.4.7. Mandated Training Outside Normal Work Hours

An employee may be mandated to attend required training outside their normal work hours, and will be paid at the applicable overtime rate.
10.4.8. VMU - Scheduled Overtime

Scheduled overtime shall be distributed and rotated by seniority as equally as is practicable among qualified volunteer employees in the VMU within each classification within each facility. In the event there are not volunteers, the least senior qualified employee shall be assigned. Scheduled overtime shall be defined as extra work planned at least twenty-four (24) hours in advance by METRO, excluding training as per Article 10.4.7.

### 10.4.9. SEA - Scheduled Overtime

Scheduled overtime shall be distributed and rotated by seniority as equally as is practicable among qualified volunteer employees in the bargaining chapter within each classification within each facility within each department. Scheduled overtime shall be defined as extra work planned at least twenty-four (24) hours in advance by METRO.

### 10.4.10. PSA - Transit Supervisors - Overtime

Transit Supervisors' overtime shifts known at least ten (10) days in advance will be posted with a sign-up sheet and assigned five (5) days prior to the work date. Shifts will be assigned on a classification seniority basis. The most senior Supervisor available on the sign-up list will be assigned to the shift. Both full and partial overtime shifts under this paragraph are considered to be scheduled overtime.

Unscheduled overtime shifts will be assigned to the most senior Transit Supervisor on the Supervisor's Overtime Call List as called and assigned by an on-duty Transit Supervisor.

## 10.5. <br> On Call Duty

### 10.5.1. VMU - On Call Duty Pay

A VMU employee will receive On Call Duty pay at a rate of $\$ 115$ per week in the event that they are placed in On Call Duty status for an entire week. An employee placed on call for shorter periods of time shall receive a pro rata share of $\$ 115$. Qualified volunteer personnel shall sign up on a volunteer list for preferred available time periods. Non-volunteers consisting of the six (6) least senior employees in permanent status shall be selected on a rotational basis to staff any remaining open time periods. A non-volunteer selected shall be assigned On Call Duty for not more than two (2) consecutive weeks. Employees shall be compensated at a rate of pay in accordance with the overtime provisions of Article 10.4.

### 10.5.2. SEA - On Call Duty Assignments

A. Workers in the Facilities Maintenance Department may be required to be placed in On Call Duty status if there are not sufficient volunteers. On Call Duty assignments shall be rotated by seniority. An employee may substitute another eligible employee for their On Call Duty assignment with three (3) days' notice to the Facilities Department.
B. On Call Duty is defined as a non-work period of time when an employee can be reached by telephone or pager and the employee is available to report to work within one (1) hour of notification. The On Call Duty employee will be paid at the appropriate wage rate from the time of the notification until the end of work

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time at METRO site including up to a maximum of thirty (30) minutes travel time to work. To be assigned On Call Duty, an employee must be on a written On Call Duty departmental schedule that has been approved by the department manager.
C. An employee shall be compensated at a rate of $\$ 1.15$ per hour for every hour the employee is in On Call Duty status. When an employee in a customer service classification is placed on a ninety (90) consecutive minute period of On Call Duty status [not to extend beyond thirty (30) minutes after the start of the shift], the employee shall be compensated at a rate of $\$ 7.00$ per hour.

### 10.5.3. PSA - On Call Assignment

An employee may volunteer for an on-call assignment.

### 10.5.4. Failure to Respond

Failure to Respond to On Call Duty An employee who is in OnCall Duty status who fails to respond or report for a call shall forfeit the On-Call Duty pay for that day. Loss of pay may be waived if an employee provides proof that they could not report on time due to one (1) of the following:

1. Inability to respond/report due to hospitalization
2. Inability to respond/report due to involvement in a vehicular accident
3. A verifiable malfunction of the paging equipment

### 10.6. Call Back Duty

### 10.6.1. Defined

Call Back Duty is defined as work performed any time an employee accepts being called back to work after leaving METRO work facility at shift end or during non-scheduled work time. Compensation shall begin at the time the worker arrives at the work site. An employee performing Call Back Duty work shall be compensated a minimum of two (2) hours at time and one-half $(1 / 2)$ of the employee's regular hourly rate.

### 10.6.2. Minimum Call Back Duty Pay

The two (2) hour minimum Call Back Duty pay shall not apply to employees in On Call Duty status. Call Back Duty employees called back shall be compensated at the applicable rate of pay for actual hours worked.
10.7. Overtime Minimum

Any employee who reports to work scheduled overtime, not contiguous to their regular shift, shall be guaranteed one-half (1/2) the scheduled overtime, not to exceed four (4) hours.
10.8. Bilingual Pay

For a qualified employee in a position where it is an advantage to METRO for the worker to be bilingual in Spanish and the worker passes an oral test, METRO shall provide an additional $\$ 0.75$ per hour for all hours worked. Proficiency testing may be conducted once prior to paying bilingual pay. Employees must maintain their bilingual skills. METRO, in conjunction with the Union, shall periodically review positions covered by these provisions to determine the number and location of positions to be designated as requiring oral bilingual abilities. When METRO determines that written in addition to oral

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Spanish/English skills are necessary, a total of $\$ 0.95$ per hour for all hours worked will be paid following the successful completion of a proficiency test.
10.9. Salary Schedule Step Advancement

Eligibility for step advancement within each salary range shall be based upon regularly scheduled paid service hours (excluding overtime) and satisfactory employee performance as follows:
A. The first step (Step 1) in the salary range is the minimum rate and shall be the standard appointment rate for the class.
B. The second step (Step 2) shall be paid at any time after 1040 hours of active service at the first step as evidenced by an overall satisfactory employee performance rating.
C. The third step (Step 3) shall be paid at any time after 2080 hours of active service at the second step as evidenced by an overall satisfactory employee performance rating.
D. The fourth step (Step 4) shall be paid at any time after 2080 hours of active service at the third step as evidenced by an overall satisfactory employee performance rating.
E. The fifth step (Step 5) shall be paid at any time after 2080 hours of active service at the fourth step as evidenced by an overall satisfactory employee performance rating.
F. The sixth step (Step 6) shall be paid at any time after 2080 hours of active service at the fifth step as evidenced by an overall satisfactory employee performance rating. (Effective July 5, 2001).
G. The effective date of the step advancement shall be at the beginning of the shift in which the hours of active service are met.
H. Hours of active service shall be defined as all hours in paid status.

## ARTICLE 11. GENERAL PROVISIONS

### 11.1. Work Hours

### 11.1.1. Guaranteed Workweek

Each full-time employee shall be guaranteed forty (40) hours per workweek with two (2) or more consecutive days off unless otherwise provided in Article 11.1.2. The standard workweek for a full-time employee shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. An employee shall be assigned to a work shift with scheduled starting and quitting times. In no event shall a standard workweek be changed without an opportunity for the Union and METRO to meet and confer in good faith. No standard workweek shall be changed without just cause.

### 11.1.2. Alternative Work Schedules

METRO acknowledges that there may be benefits both to METRO and employee in the application of job sharing, part-time employment or flexible work hours for employees. METRO agrees to arrange such alternative work schedules in consultation with interested employees provided that such arrangements shall be made in the best interests of the employing department and by mutual agreement between the employee and the department manager.

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### 11.1.3. Change in Regular Shift

Should conditions necessitate a change in the regular shift of an employee, the department manager shall notify the employee and the Union at least ten (10) working days in advance.

### 11.1.4. Floaters

## A. PSA Floater

Where METRO designates an employee as a Floater in the PSA unit, the Floater will be exempt from the ten (10) day proscription. This provision shall not preclude METRO's right to effect changes necessitated by bona fide emergencies

## B. PSA Floater Notice and Pay

Whenever possible, the PSA Floater will be given at least twenty-four (24) hours' notice of a posted shift change. In the event of an unforeseen open shift when a Floater is required to return to a shift with less than an eight (8) hour off-duty period, the employee shall receive pay computed at time and one-half (1/2) the straight time rate for work performed during this eight (8) hour period.

## C. Customer Service Rep \& Sr. Customer Service Rep Floater

Where METRO designates a Customer Service or Senior Customer Service Representative as a Floater, the Floater will be given at least twenty-four (24) hours' notice of a posted shift change. In the event of a change in location with less than twenty-four (24) hours' notice, they shall be shall paid two (2) hours at their regular rate.

### 11.2. Probationary Status

### 11.2.1. Definition

An employee shall serve a probationary period for six (6) months following the date of original METRO appointment and promotion to a regular budgeted position. An employee appointed to step one (Step 1) of the salary schedule shall, upon satisfactory completion of the probationary period, advance to step two (Step 2).
11.2.2. VMU New Employees

A new employee in the VMU mechanical classifications will not perform on-call duty or work in an out of class assignment until satisfactory completion of the probationary period.

A new employee in the VMU parts classifications will not work in an out of class assignment until satisfactory completion of three (3) months of the probationary period.

### 11.2.3. Unpaid Leave

An employee on probationary status may be granted an unpaid leave by METRO in the event of illness or where it is in the best interest of METRO.

### 11.2.4. Probationary Period Extension

An employee on unpaid leave or otherwise absent during their probationary period shall have the probationary period extended for an amount of time equal to the leave of absence.
11.2.5. Probationary Employee - Disciplinary Action
A. An original probationary appointee (new hire) may be disciplined, demoted and discharged from employment
without right of an appeal hearing or grievance procedure except as provided in Article 11.2.5b.
B. Following receipt of written notification of disciplinary action, a probationary employee shall have the right to request and receive administrative review of any suspension, demotion, or discharge taken during probation. Such review must be requested in writing within five (5) working days of receipt of notification of disciplinary action or the review is considered waived. The request for review shall be made to the CEO/General Manager. The CEO/General Manager or their designated representative shall review the appeal and make a finding and decision in writing within five (5) working days of the appeal. The finding and decision of the CEO/General Manager or their designee shall be final.

### 11.2.6. Demotion During Probation

A promoted employee having earlier completed the original probationary period may be demoted to the most recently held classification from which the employee was promoted. If the prior classification no longer exists, the demoted employee shall be transferred to a classification with a wage rate equivalent to the classification held before the promotion took place. A promoted employee may, during the probationary period, voluntarily demote to the previously held position, or its equivalent, as outlined above. Any employee displaced by a demoting employee shall not be entitled to the provisions of Article 17 Layoff and Reemployment.

### 11.3. Meal Periods

### 11.3.1. PSA or SEA Employees

A PSA or SEA employee shall be granted an uninterrupted and unpaid meal period of not less than thirty (30) minutes whenever the employee is assigned a work period of more than five (5) hours. The meal period shall normally be scheduled at or about the mid-point of the workday. METRO shall provide meals (not to exceed $\$ 12$ for a noontime meal and $\$ 16$ for an evening meal, including any tax and tip) and additional meal periods when a fulltime employee is assigned to work emergency or unscheduled overtime in excess of two (2) hours over and above the regular work shift. An employee may waive the right to a meal period if desired and such waiver is consistent with METRO work schedule requirements.
11.3.2. VMU Employees
A. All unit employees shall be entitled to an uninterrupted meal period after the employee has been on duty for four (4) hours. The length of time for such period shall be no longer than one (1) hour and shall be normally scheduled at or about the mid-point of each eight (8) hour work shift. Employees may waive the right to a meal period if desired and such waiver is consistent with METRO work schedule requirements.

## B. Emergency Meals

METRO shall provide meals (not to exceed $\$ 12$ for a noontime meal and $\$ 16$ for an evening meal, including any tax and tip) and time to eat same for employees assigned to work emergency or unscheduled overtime when an employee works two (2) or more hours contiguous to their regular work shift. Thereafter, an
additional meal will be provided for every four (4) hour period.

### 11.4. Rest Periods

An employee shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours. A rest period unable to be taken due to unusual work activities and not taken within a five (5) hour work period shall be waived. A rest period waived by an employee shall not be subject to overtime payment, other premium payment, or a grievance. With mutual consent between the employee and supervisor, rest periods may be combined into one (1) thirty (30) minute period per full work shift. An employee may not voluntarily waive a rest period in order to terminate the work shift early or begin the work shift late.

### 11.5. Clean-Up Time

A. An employee who works with dirty, hazardous or contaminated material shall be provided with reasonable time before lunch or rest periods and at shift end for wash-up purposes. An employee shall be provided with a proper bench, hand cleaner, towels, hot water, lockers and other necessary material for clean-up.
B. Fleet employees will be provided ten (10) minutes at the start of the shift, five (5) minutes at breaks and at lunch, and ten (10) minutes at the end of the shift to dress and clean up. Fleet employees are expected to be dressed with METRO approved uniforms and ready to receive their assignments at the lead desk within the ten (10) minutes.

### 11.6. Anniversary Date

An employee's anniversary date shall be the first date worked in continuous service (includes paid and unpaid leaves of absence) in a regular status classification with METRO and shall be used for the computation of METRO seniority and benefits. Recall from the reemployment list shall not constitute a break in continuous service for the purpose of maintaining an employee's anniversary date; however, the period of layoff will be subtracted in computing seniority, accruals, step increases and other benefits. Anniversary dates for all employees shall be concurred by the Union and posted in METRO offices.

### 11.7. Classification Date

The classification date shall be the first date worked in continuous service in a specific classification and shall be used for computation of classification seniority.

### 11.7.1. VMU

For VMU the classification date shall be the first date worked in continuous service for an incumbent in one (1) or more of the following classifications: Mechanic I/II/III, Lead Mechanic, Machinist, and Inspector.

### 11.8. Shift Bidding

11.8.1. VMU
A. An employee's appointment date to their current class shall determine the employee's seniority for shift bidding. For purposes of this section, Mechanic I and II shall be deemed to be the same classification. For the classifications of Mechanic III and Lead Mechanic, the shift bidding seniority shall be from the first day worked in continuous service within that specified class.
B. METRO shall prepare a list of all employees in the VMU chapter in each classification by department whose working shifts are determined by seniority with their seniority status and submit these lists to the Union one (1) calendar week prior to each shift bid. The list shall indicate part-time and full-time positions. The list shall be posted five (5) working days prior to each shift bid in all work sites where shifts are bid.
C. Two (2) or more persons who begin work within the same classification on the same day shall have their relative seniority determined by METRO seniority; however, when two (2) or more persons have the same METRO seniority, the seniority shall be determined by the drawing of lots by Union representatives.
D. Bid selection sheets will be posted prior to the shift bid in August, November, February and May. The bid selection sheet will include the beginning and ending times for each shift and days off. METRO shall maintain the right to alter or adjust the bid schedule on an emergency basis. METRO shall notify the employee as much in advance as possible of such change. This paragraph shall not preclude METRO from approving upon request an exchange of shifts between equally qualified employees.
E. The bid selection process shall be set up on an alternating basis such that for one (1) bid process all the Lead positions shall complete their bidding first, followed by all other non-Lead positions in their natural occurring orders, and subsequently for the next scheduled bid selection the reverse order with all the non-Lead positions completing their bid selections first and the Lead positions following in their natural occurring orders.
F. There shall be one (1) Floater Mechanic who shall be an employee having permanent status from the Mechanic I/II/III classification series working a daytime shift as designated on the shift bid. The Floater may either be selected from the shift bid volunteer list in order of seniority or, absent a volunteer, the least senior employee. The Floater may only be used to fill staffing shortages on swing and graveyard shifts due to scheduled or unscheduled time off. The Floater may be required to remain in the assignment up to the duration of the bid. The Floater shall be notified at least five (5) working days in advance of the assignment.
11.8.2. SEA
A. An employee's appointment date to his or her current class shall determine the employee's seniority for shift bidding. Two (2) or more persons who begin work within the same classification on the same day shall have their shift-bidding seniority determined by the drawing of lots by Union representatives.
B. METRO shall prepare a list of all employees in the SEA Chapter in each classification by department whose working shifts are determined by seniority with their seniority status and submit these lists to the Union one (1) calendar week prior to each shift bid. The list shall indicate part-time and full-time classifications. The list shall be posted five (5) working days prior to each shift bid in all work sites where shifts are bid.
C. Bid selection sheets will be posted at least every four (4) months but not more often than every two (2) months except under emergency conditions. Whenever seniority relationships within a class in a department change, METRO shall conduct a shift bid upon

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request. The bid selection sheet will include the beginning and ending times for each shift and days off.
D. METRO shall maintain the right to alter or adjust the bid schedule on a temporary or emergency basis. METRO shall notify the employee as much in advance as possible of such change. Temporary schedule changes shall last no longer than seven (7) calendar days. Emergency changes can be extended beyond seven (7) calendar days upon mutual consent of the Union and METRO.
11.8.3. PSA
A. An employee's appointment date to their current class shall determine the employee's seniority for shift bidding.
B. Two (2) or more persons who begin work within the same classification on the same day shall have their relative seniority determined by the drawing of lots by Union representatives
C. METRO shall prepare a list of all employees in the bargaining chapter in each classification by department whose working shifts are determined by seniority with their seniority status and submit these lists to the Union thirty (30) calendar days prior to each bid. Bid selection sheets will be posted every three (3) months and will be posted twenty-one (21) calendar days in advance of the beginning of the bid. Union representatives and METRO management will establish a bid process. The Union and METRO will jointly conduct the bid process. METRO agrees that the Union will have input on the content and ratification of the bid.
D. Notwithstanding section 11.8.3C, in the event that METRO has a reasonable need to conduct a special bid, METRO may post bid selection sheets for the special bid seven (7) calendar days in advance of the beginning of the bid. The Union will have input on the content and duration of this bid.
E. In the event of an absence by a Transit Supervisor for thirty (30) days or more, METRO, in conjunction with the Union, shall fill the absence by allowing the shift to be re-bid by all Transit Supervisors interested in working the open shift.

Any remaining open shift of thirty (30) days or more, not bid, may be assigned to a qualified employee to receive working out of classification pay to fill a temporary or vacant Transit Supervisor position.
F. The Union recognizes that the current incumbent in the scheduling assignment shall hold this assignment until such time as the incumbent relinquishes it. This incumbent shall give four (4) weeks' notice of intent to relinquish the scheduling assignment. Within five (5) days of notice, the Union and Operations management agree to meet and confer to determine the method of selection and the duration of the assignment. In addition, the assignment will have a separate annual leave bid and the incumbent will be called in order of classification seniority for other Transit Supervisor overtime assignments.
G. The Union recognizes that the current incumbent in the Transit Supervisor/Customer Service assignment shall hold this assignment until such time as she relinquishes it. This incumbent shall give four (4) weeks' notice of intent to relinquish the customer
service assignment. Within five (5) days of notice, the Union and Operations management agree to meet and confer to determine the method of selection and the duration of the assignment. In addition, the incumbent will be called in order of classification seniority for other Transit Supervisor overtime assignments.

### 11.9. VMU Work Schedules and Location Assignment

All work assignments will be by seniority within a classification in the Fleet Maintenance Division. For purposes of this Section, Mechanic I and II shall be deemed to be the same classification. A work shift assignment roster shall reflect shift assignments. This will not preclude METRO from effecting schedule changes due to operational needs, overtime, emergency work, or training needs.

### 11.10. Blank

This article has been deleted by mutual agreement of the parties.

### 11.11. Performance and Discipline

## Progressive Discipline

METRO will not discharge or suspend any employee who has completed the required probationary period without just cause. When and if it is necessary for METRO to take corrective action in regard to an employee's performance or conduct, METRO agrees to use progressive discipline.

METRO agrees to bargain with SEIU Local 521 regarding the procedures for progressive discipline that will be set forth in METRO's Rules and Regulations.

## ARTICLE 12. BENEFITS AND REIMBURSEMENTS

### 12.1. Medical Plan

METRO shall continue participation in the CalPERS medical program including one (1) CaIPERS-approved equivalent medical plan for an employee, retiree, and eligible dependents. The amount METRO pays toward medical premiums for SEIU retirees will be consistent with the premium participation amount specified in the MOU in effect at the time of the individual's retirement or the amount stated in METRO's contract with CaIPERS, whichever is greater.

METRO agrees to pay $95 \%$ of the HMO-level monthly medical insurance premium for employee/retiree, employee/retiree and one (1) dependent, and family (employee/retiree).

Effective January 1, 2021, METRO will pay $95 \%$ of the monthly premium for the Public Employees' Medical \& Hospital Care Act (PEMHCA) Medical Insurance Program Plan selected by the employee/retiree for the employee/retiree and their eligible dependents.

In addition, METRO shall pay any administrative fees and contingency reserve fund assessments for all medical premiums covered by Article 12.1.

In the event that a Health Maintenance Organization is no longer available in Santa Cruz County during the term of this MOU through the available CaIPERS coverage options, the parties agree to reopen Section 12.1 of this MOU.

## H-Care Plan

METRO will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical premium contribution plan).

### 12.1.1. Hearing Examination and Assistive Devices

If an active employee's selected medical plan does not provide the benefit of a hearing examination and assistive devices, then METRO will provide to the active employee only a benefit of $\$ 750$ per year or $\$ 1,500$ per ear every two (2) years or $\$ 2,250$ per year every three (3) years. Payment shall be by invoice from the provider or through direct reimbursement to the employee. Proof of payment or invoice must be provided to the Human Resources Department within three (3) months of the examination or receipt of assistive devices.

### 12.1.2. Payment In-Lieu of Medical Insurance

An employee who declines participation in METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage (from an employer other than METRO) shall be paid one thousand dollars $(\$ 1,000)$ for each full three (3) calendar-month quarter beginning January 1 of each year while in active service and in which METRO-paid coverage would have been provided had METRO's medical program been elected. An employee selecting this option may enroll in METRO's medical insurance program during the open enrollment period.

### 12.2. Retiree Insurance Coverage

METRO's share of dental, vision and life insurance plan coverage shall continue to be provided by METRO for a qualifying retired employee and dependent(s) and terminate upon any of the following conditions: (a) death of the retiree; (b) retiree attains the age of 65; or (c) retiree becomes employed with another employer and accepts dental, vision, and/or life insurance coverage with that employer. A qualifying retired employee shall meet all of the following conditions: (a) file an application for monthly retirement benefits on or before date of separation through PERS; (b) is at least 50 at time of separation; (c) has completed at least 20,800
hours of continuous regular service with METRO at time of separation (re-employment after layoff shall not constitute a break in continuous service); and (d) has completed the retiree insurance coverage documentation upon last day of work.

### 12.3. Employee Responsibility of Ineligible Dependents

An employee shall be liable for payment for all costs incurred and services received by ineligible dependents. It is the responsibility of an employee to notify the Human Resources Department upon any enrolled dependent(s) becoming ineligible.

### 12.4. Effective Date of Insurance Coverage

The effective date of coverage for medical, dental and vision insurance coverage for a new employee shall be the first day of the month following the calendar month in which enrollment forms are completed with all required supporting documents and received in the Human Resources Office. Upon employment separation, an employee's medical, dental and vision insurance shall terminate at the end the calendar month in which an employee separates.

### 12.5. Registered Domestic Partner

An employee may choose to enroll their registered domestic partner as a dependent under the CaIPERS medical (alternate plan), dental and vision portion of METRO's health benefit program by submitting proof of their Declaration of Domestic Partnership filed with the California Secretary of State. For the purposes of the Article, the eligibility criteria for registration of a domestic partnership is set by statute. Registered domestic partners are of the same sex or, if of the opposite sex, one (1) partner is at least 62 and meets the other requirements for registration under the law.

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12.6. Survivor's Insurance Benefits

Upon the death of a covered employee who is on METRO's payroll and has dependents covered under METRO's medical, vision and dental plans, METRO shall continue to pay METRO's share of paid insurance premiums for the eligible dependents for twenty (20) consecutive pay periods, provided the continuation of benefits (COBRA) forms have been completed and submitted to the Human Resources Department.
12.7. Dental Insurance Coverage

An employee and eligible dependents, as defined in the dental plan (currently up to the age of 25) shall be entitled to dental insurance coverage with monthly premiums paid by METRO.

The plan will provide for the following coverages:

- $100 \%$ preventive services;
- $85 \%$ basic services; and
- $60 \%$ major services to a yearly maximum benefit amount of \$1,700.

For an eligible dependent: 60\% orthodontics to a \$3,000 lifetime maximum.
12.8. Vision Insurance Coverage

METRO shall provide vision insurance coverage for an employee and eligible dependent(s) to include an annual examination and prescribed lenses and frames with a $\$ 5.00$ deductible, and, in a year lenses and frames are not obtained, the purchase of contact lenses (not to exceed $\$ 350$ after a $\$ 50$ deductible) may be obtained.

METRO shall pay the premium for a $\$ 25,000$ term life insurance plan for an employee. An employee may purchase supplemental life insurance coverage as permitted to a maximum of $\$ 150,000$. The plan coverages will be reduced by $50 \%$ upon attaining age 70 according to the existing life insurance policy.
12.10. Accidental Death and Dismemberment Insurance

METRO shall pay the premium for a $\$ 50,000$ accidental death and dismemberment insurance plan for an employee. An employee may purchase supplemental insurance coverage to a maximum of $\$ 150,000$. The plan coverages will be reduced by $50 \%$ upon attaining age 70 .
12.11. State Disability Insurance

METRO shall provide paid coverage for an employee under the California State Disability Insurance Program.

### 12.12. Long Term Disability Plan

METRO shall pay the premium for a long term disability plan for an employee, integrated with California State Disability Insurance, Workers' Compensation, Social Security and/or disability retirement. The plan shall provide for monthly payments of up to $\$ 3,000$. An eligible employee shall be defined as an employee who has been employed one year or more with METRO and who is unable to work due to a qualifying disability of (3) three months.
12.13. Continuation of Insurance During an Unpaid Leave of Absence

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. The employee must notify the Human

Resources Department and make arrangements for payment of any employee and any dependent medical, dental and vision insurance premiums during this period. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plan.

### 12.14. Retirement Plan

An employee shall be enrolled in the California Public Employees Retirement System (CaIPERS), including the 2.5\% @ 55 retirement plan and the third level 1959 Survivors Benefits as allowed by CaIPERS, and all other optional benefits that have been agreed to by METRO and the SEIU employees.

Beginning January 1, 2013, classifications newly hired within the representation unit shall be enrolled in the Public Employees Retirement System (CaIPERS), the 2\% @62 retirement plan (PEPRA), and the third level of the 1959 Survivors Benefits as allowed by CaIPERS, and all other optional benefits that have been agreed to by METRO and the SEIU employees.

The employee shall have a payroll deduction for the entire portion of the employee's $8 \%$ CaIPERS contribution. All Employees hired under the provisions of PEPRA shall have a payroll deduction for the entire portion of the employee's six and twenty-five one hundredths percent (6.25\%) CaIPERS contribution. METRO shall pay the entire Employer share. If the Employee and/or Employer's contribution rates are changed by CaIPERS, the Employee and Employer's percentages under this Agreement will change accordingly.

### 12.15. Uniform/Clothing Allowance

In lieu of a uniform/clothing allowance, an employee's base pay rate has been increased by the following for the purchase and maintenance of the required METRO uniform:

| Transit Supvr | $\$ .19$ | Customer Svc Supvr | $\$ .19$ |
| :--- | ---: | :--- | :--- |
| Parts \& Mat Supvr | $\$ .16$ | Sr Customer Svc Rep | $\$ .19$ |
| Lead Vehicle Svc Wkr $\$ .16$ | Customer Svc Rep | $\$ .19$ |  |
| Vehicle Svc Wkr I/II | $\$ .18$ | Facilities Mtc Supvr | $\$ .16$ |
| Facil Mtc Wkr I/II/Lead $\$ .16$ | Vehicle Svc Detailer | $\$ .18$ |  |
| Custodial Svc Wkr Lead $\$ .16$ |  |  |  |

12.16. Uniforms/Shoes/Boots
12.16.1. VMU

METRO shall provide 1 set of clean coveralls or shirt and pants for every regularly scheduled work day through a linen service for unit employees. Employees classified as Lead Mechanics or Mechanic III's shall receive 1 clean set of shirts and pants and/or 1 set of clean coveralls for every regularly scheduled work day through a linen service for unit employees as requested. METRO shall provide suitable rain gear and suitable safety rubber boots for all unit classifications. The employee is required to wear safety toe footwear at work that meets American National Standards Institute, Z41, I-75, C-75 and OSHA standards.
12.16.2. SEA

An employee in a maintenance, vehicle service, or custodial classification shall be provided rain gear and suitable safety rubber boots. The employee is required to wear safety toe footwear at work that meets American National Standards Institute, Z41, I-75, C-75 and OSHA standards. METRO shall provide an employee in the Vehicle Service Detailer classification clean coveralls through a linen service.

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12.16.3. PSA

An employee in the Transit Supervisor classification will be provided METRO-issued rain gear and suitable rubber boots. An employee in the classification of Parts and Materials Supervisor and Fleet Maintenance Supervisor shall be provided rain gear and suitable safety rubber boots. The employee is required to wear safety toe footwear at work that meets American National Standards Institute, Z41, I-75, C-75 and OSHA standards.

### 12.17. License Reimbursement

An employee operating a METRO vehicle must provide proof that they have the type of license required in order to operate METRO's equipment. An employee must provide a copy of both sides of their driver's license to METRO whenever there are any changes. METRO shall reimburse an employee for the basic renewal fee of a California Class A or B driver's license required by METRO, including the cost of the required physical examination.

To receive reimbursement, the employee must present a receipt denoting payment of fees and must show METRO their permanent license and their Examiner's Certificate when received. An employee is required to maintain a valid driver's license with driving privileges. METRO may require an employee to obtain required physical examinations through METRO's designated physician(s).

### 12.17.1. Day Shift VMU Mechanics Release Time

Day Shift VMU mechanics only will be released from work without loss of pay for the time necessary to take the DMV required physical examination.
12.18. Transportation Privileges and Costs
A. An employee shall receive bus passes for employee, employee's spouse, registered domestic partner and immediate family members living in the employee's residence, or for whom the employee has custodial responsibilities. Applications for bus passes must be submitted in writing.
B. Should a pass be lost it will be reissued at a cost of \$15.00.
C. An employee leaving the service of METRO by retirement under the Public Employee Retirement System (PERS) and continuing to reside in Santa Cruz or adjoining counties, and their family members as defined in Section A above, shall receive a pass.
D. METRO bus passes shall be honored on all buses operated by METRO in regular scheduled fixed route service.
12.19. Mileage Reimbursement

METRO shall reimburse a properly licensed employee for authorized use of their private insured vehicle(s) at the rate per mile established by the IRS.

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### 12.20. Reimbursement for Property Damage

In the event that an employee, required by their department manager or designee to use a private automobile on METRO business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of METRO in the sum not exceeding $\$ 700$, provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.
12.21. Education and Training

### 12.21.1. Training Program

METRO shall maintain an on-duty training program which will enable employees to upgrade their skills and better compete for promotions. Training opportunities shall be offered in a fair and equitable manner among bargaining chapter employees. A list of all training opportunities will be posted and updated in advance at all work centers. Past records of training attendance may be reviewed upon request by the Union. The Union and METRO recognize that individual employees may need specific job-related courses, and METRO agrees to work closely with the Union to see that such courses are offered according to employee needs. METRO agrees to work with the Union to develop a mechanic apprenticeship program.

### 12.21.2. Tuition Reimbursement

An employee may request reimbursement for tuition and material expenses incurred in course(s) based on the needs of METRO and the applicability of the course to the employee's duties. Attendance requests shall be submitted to the department manager in writing at least ten (10) working days prior to the beginning of the course. If course attendance is approved, the manager shall inform the employee of allowable expenses prior to the beginning of the course.

### 12.22. Reimbursement in Event of Robbery, Burglary or Assault

### 12.22.1. Definition

METRO shall replace, repair or reimburse an employee for any personal items that have been stolen or damaged if the employee can reasonably demonstrate that such personal items were stolen or damaged as a result of a robbery, burglary and/or assault on the employee, provided that such robbery, burglary and/or assault is reported to the appropriate law enforcement authorities and provided that such robbery and/or attack occurs during the employee's work shift while the employee is performing work of METRO, and such burglary is on METRO property.

### 12.22.2. Lost Time Compensation

It is further agreed that if the employee loses any regularly scheduled time as a result of such reported robbery or assault, METRO shall compensate the employee for the time lost.

### 12.22.3. Personal Item Reimbursement

In the event of theft of an employee's personal items, METRO shall reimburse the employee an amount not to exceed $\$ 75.00$ for
the loss of those items provided that such theft is reported to the appropriate law enforcement authorities, provided that such theft occurs during the employee's work shift while the employee is employed in work of METRO, and provided that the employee has taken reasonable precaution to secure said personal items. For the purpose of this Article, theft shall be defined as the carrying away of the employee's personal property without the permission of the employee. If the employee recovers their personal property, they shall return to METRO the payment they received from METRO for such reimbursement.

### 12.23. Deferred Compensation Plan

METRO shall make available a deferred compensation plan. An employee may choose a deferred compensation plan of their choice consistent with Deferred Compensation Regulations and applicable Internal Revenue Service Regulations.

### 12.24. VMU Tool Allowance

All mechanics will be required to provide up to, but not including, $3 / 4$ " drive tools. METRO will provide larger tools. METRO will replace broken or damaged tools with tools of equal value provided they are on an updated inventory list on file with the department. METRO will be liable for theft of tools while tools are on METRO property provided that the mechanic whose tools are stolen has an updated inventory on file with the department and files a police report at the time theft is discovered.

An employee required to supply tools has had the base hourly rate increased.

## ARTICLE 13. PAID LEAVES

### 13.1. Voluntary Resignation

All requests for planned paid leaves of absence should be made in writing and approved in advance. In accordance with this Article, an employee who does not return to work within three (3) consecutive work days of the expiration of the approved leave, excluding paid industrial accident/illness leave, will be considered to have voluntarily resigned their employment from METRO, providing extenuating circumstances beyond the employee's control do not prevent the employee's return and the employee was unable to notify the department manager of the extenuating circumstances.
13.2. Annual Leave

### 13.2.1. Accrual Rates

An employee shall accrue paid annual leave in lieu of annual leave or holiday with the exception of 13.3.1 based on the following hours of active service (defined in Article 10.9. H).

Hours of Service
1 - 10,399
10,400-20,799
20,800-31,199
31,200 +
13.2.2. Blank

| Hourly | Approximate Days |
| :---: | :---: |
| Accrual Rate | Annually |
| 0.0846 | 22 |
| 0.1116 | 29 |
| 0.1231 | 32 |
| 0.1308 | 34 |

This Article has been removed by mutual agreement of the parties.

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### 13.2.3. III while on Annual Leave

If an employee becomes ill while on annual leave and such illness can be supported by a written statement from a primary health care provider, or if the employee is hospitalized for any period while on annual leave, the employee shall have the period of illness charged against paid sick leave instead of annual leave time upon written request.

### 13.2.4. Annual Leave Carryover Limit

An employee may not carryover more than two (2) times their annual accrual amount at the end of the fiscal/payroll year. Annual leave accumulated beyond two hundred (200) hours shall, upon two (2) weeks advance written request of the employee, be paid to the employee based on the employee's current base hourly rate. Payment shall be made in the subsequent pay period.

### 13.2.5. Annual Leave Requests

METRO shall grant annual leave requests based on the staffing needs of METRO and shall permit each employee to take a minimum of all earned annual leave for the fiscal year. For the SEA chapter, the taking of annual leave shall be on a seniority basis within classifications and on a seniority basis within each department of METRO. For the VMU chapter, the taking of annual leave shall be on a seniority basis within the mechanical, body and parts divisions by shift within a work location. In addition, employees may request annual leave at any time.
13.2.6. Multiple Requests for Annual Leave Time Off

In the event that more employees, within a classification, within a department, within a work location request the same annual leave time off than can be reasonably spared for operating reasons, annual leave will be granted to such employees who can be
reasonably spared in order of seniority within a classification, within a department, within a work location. In bidding for annual leave, an employee who wishes to use accrued annual leave may bump a more senior employee who is without accrued annual leave, for the same period of time. An employee may not bump another employee who has obtained prior written approval for annual leave. Every effort will be made to allow each employee to utilize accrued time.

### 13.2.7. Payment of Unused Annual Leave at Separation

An employee shall be paid for all accrued and unused annual leave at the time of separation from METRO service at the employee's current hourly rate of pay.

### 13.2.8. Advance on Earned Annual Leave

An employee may request an advance on their earned annual leave pay so that they may be paid for their scheduled annual leave in the paycheck received immediately prior to taking the annual leave.
13.2.9. Annual Leave Selection - Transit Supervisors

The taking of annual leave shall be on a seniority basis within classifications and on a seniority basis within each department of METRO.

In the event that more employees within a classification within a department request the same annual leave time off than can be reasonably spared for operating reasons, annual leave time off will be granted to such employees who can be reasonably spared in order of seniority within a classification within a department. Once an employee has bid annual leave, the employee may not bump a less senior employee who has signed up for the same

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period of time. Every effort will be made to allow each employee to utilize accrued time.

METRO will provide an annual leave calendar. Union representatives and METRO management will establish and conduct an annual leave bid process.

During the Transit Supervisor shift selection bid, an annual leave calendar will be provided to correspond to the bid period. There will also be a twelve (12) month annual leave calendar provided to select annual leave in advance.

Transit Supervisors may cancel annual leave requests provided that a minimum of seven (7) calendar days written notice is given.
13.3. Holidays
13.3.1. An employee shall be entitled to:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

Holidays from work and shall be paid at the regular hourly salary rate for their normal schedule of work when the holiday falls on an employee's regular work day.

For an employee's birthday falling on February twenty-ninth (29 ${ }^{\text {th }}$ ), the twenty-eight ( $28^{\text {th }}$ ) day of February will be observed as the employee's birthday in years other than leap years.

If a holiday falls on an employee's regular day off, an employee will be allowed to take an equal amount of time off work on a workday in the same pay period as the holiday, permitted to have the equivalent number of hours added to their annual leave accrual, or paid at the regular hourly salary rate in lieu of the holiday. In order to qualify for holiday pay, an employee is required to work or be in paid status (e.g. paid medical leave, annual leave) on their last scheduled workday prior to the holiday and their first scheduled day following the holiday. If a holiday falls on a Saturday or Sunday and an employee works a Monday through Friday workweek, METRO will have the option of having the employee observe the holiday on the Friday before or the Monday after the holiday.

If an employee's birthday falls on the same day as a paid holiday, the employee will be allowed to take the day off and receive the regular hourly rate for the holiday and the equivalent number of hours at the regular hourly rate for their birthday holiday, or have the equivalent number of hours at the regular hourly rate for their birthday holiday added to their annual leave accrual. If the employee wishes to use their birthday holiday they must provide the same advance notice as given for vacation days.

If an employee is required to work in lieu of receiving a paid day off on one of the above six (6) holidays and eight (8) holidays effective $7 / 1 / 13$ and thereafter, they shall be compensated at two and one-half ( $21 / 2$ ) times the regular hourly rate.

### 13.3.2. Special Non-Recurring Holiday

An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors. If the holiday falls on an employee's regular day off, an employee will be allowed to take an equal amount of
time off work on a workday in the same pay period as the holiday, permitted to have the equivalent number of hours added to their annual leave accrual, or paid at the regular hourly salary rate in lieu of the holiday. In order to qualify for holiday pay an employee is required to work or be in paid status (e.g. paid medical leave, annual leave) on their last scheduled workday prior to the holiday and their first scheduled day following the holiday. If a holiday falls on a Saturday or Sunday and an employee works a Monday through Friday workweek, METRO will have the option of having the employee observe the holiday on the Friday before or the Monday after the holiday.

### 13.3.3. Option of Closing Office or Department

METRO shall have the option of closing any office or department of METRO in observance of one (1) or more of the below listed holidays. An employee within that office or department at the employee's option shall be allowed to use annual leave or use comp time charged against any leave accruals for that date. If a holiday falls on a Saturday or Sunday and an employee works a Monday through Friday workweek, METRO will have the option of having the employee observe the holiday on the Friday before or the Monday after the holiday. Said holidays shall be restricted to:

- President's Day
- Veteran's Day
- Day after Thanksgiving


### 13.3.4. VMU Compensation for Article 13.3.3

An employee in the VMU chapter working one of the holidays listed in Article 13.3.3 shall receive compensation at one and one-half ( $11 / 2$ ) times the regular hourly rate and, at the employee's option, receive eight (8) hours annual leave pay charged against their accrual.
13.3.5. PSA or SEA Compensation for Article 13.3.3

An employee in the PSA or SEA chapters may, with management approval, work one (1) of the holidays listed in Article13.3.3 at straight time and at the employee's option, receive annual leave pay equivalent to the number of work hours regularly scheduled and charged against their accrual. An employee in the PSA or SEA chapters, when required by management to work one of the holidays listed in 13.3.3, shall be paid at one and one-half ( $11 / 2$ ) times the regular hourly rate and, at the employee's option, receive annual leave pay equivalent to the number of work hours regularly scheduled and charged against their accrual.
13.4. Paid Medical Leave

### 13.4.1. Definition

Paid medical leave is the status on which an employee is placed by METRO while the employee uses accrued medical leave time for authorized absences because of illness, injury, medical quarantine, appointment with a licensed medical practitioner, California licensed psychotherapist, or in the event of a serious illness of a member of the immediate family requiring the care of the employee.

### 13.4.2. Paid Medical Leave Family Member Definition

Family member for the purpose of this section shall include the employee's parent, spouse or registered domestic partner; the parent, stepparent or grandparent of the employee, their spouse, or registered domestic partner; the employee's child, which includes their biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; and the employee's sibling(s).

### 13.4.3. Medical Leave Accruals

An employee shall accrue paid medical leave at the rate of . 0462 hours per hour of active service [approximately twelve (12) days per year for a full-time employee]. Unused paid medical leave may be accumulated without limit.

### 13.4.4. Medical Leave Pay Rate

Pay for medical leave shall be paid at the employee's base hourly rate for the time absent from the employee's regularly scheduled work shift.
13.4.5. Notification of Medical Leave Absence

An employee must notify their department prior to shift starting time if the employee will be absent due to illness, injury, incapacity to work or lateness. Shift workers may be required to call in at least one (1) hour in advance if required by written department policy, except in bona fide emergencies. Should any employee be late for one of the reasons allowed by the Personnel Rules and Regulations Section 30.B.2.b they may use their accruals to make up for the lost time.

### 13.4.6. Illness or Injury Verification

An employee absent for any of the following:
A. Five (5) consecutive working days or more, or
B. Seven (7) absences in a fiscal year (excluding industrial accident/illness leave, and any partial day absence due to a medical appointment) due to illness, injury or physical incapacity, or
C. When METRO suspects a pattern of medical leave abuse consisting of:

1. three (3) occurrences on the day before or day after an unscheduled work day within a forty-five (45) day period, or
2. more than twelve (12) occurrences within a twelve (12) month period,
may be required, upon advance written notice from their supervisor, to present a verification from a primary health care provider or other acceptable verification of the dates of illness or injury including the date the employee is able to return to work, except when the employee does not see a primary health care provider for bona fide religious reasons. This provision shall not be unreasonably enforced.

### 13.4.7. Conversion of Medical Leave Accruals

Any paid medical leave accrued over ninety-six (96) hours may, at employee option, be converted to annual leave and credited to the employee's annual leave schedule or paid in cash at the base hourly earned rate. An employee retired from METRO under PERS may be paid for the first ninety-six (96) hours of unused accrued medical leave.

### 13.5. Paid Industrial Accident/Illness Leave

### 13.5.1. Workers Compensation and 24 Month Leave

An employee shall be entitled to Workers' Compensation benefits as required by law. An employee on industrial accident/illness leave unable to return to work within twenty-four (24) months shall be placed on resignation/rehire, after which the provisions of Article 16 shall apply.

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### 13.5.2. Workers Compensation Waiting Period and VMU Hourly Rate

An employee suffering an injury or illness arising out of, or in the course and scope of, their employment shall be entitled to receive payment at the employee's base hourly rate of pay for regularly scheduled work time lost during the first three (3) days of the waiting period in which Workers' Compensation benefits are not paid. The payment shall be subject to eligibility of the injury or illness for Workers' Compensation benefits. VMU-represented classifications will have the base hourly rate increased by $\$ 0.45$ an hour.
$\begin{array}{ll}\text { 13.5.3. } & \text { Employee Supplementing Workers } \\ \text { Compensation Benefits }\end{array}$
An employee may apply accumulated medical leave and, when exhausted, annual leave in order to supplement Workers' Compensation benefits. Total compensation shall not exceed the employee's base hourly rate.

### 13.5.4. METRO Supplementing Workers Compensation Benefits

In cases where an employee is injured as a result of a serious vehicular accident or an assault or battery while engaged in the performance of duties and is hospitalized, METRO shall supplement Workers' Compensation payments such that the employee receives an amount equivalent to the employee's base hourly rate for the period of time that the employee is continuously hospitalized up to a maximum period of three (3) months.

### 13.5.5. Personal Physician for Examination of Industrial Injuries

An industrially injured employee may be treated by their personal physician for examination of industrial injuries, provided that the employee has notified the Department Manager and the Human Resources Department of the physician's name and address in writing before the date of the injury.

### 13.6. Paid Bereavement Leave

Upon request, an employee shall be granted a leave with full pay in the event of the death of a member of the employee's family. Paid bereavement leave must be taken within a fourteen (14) calendar day period of not more than two (2) absences beginning with the death, funeral or memorial, and shall be for a period of three (3) working days, or five (5) working days if travel in excess of three hundred fifty (350) miles one-way is required. A family member for the purpose of this section shall include parent, spouse, registered domestic partner or domestic partner; the parent, stepparent or grandparent of the employee, their spouse or registered domestic partner; the employee's child, which includes biological, adopted, foster, stepchild, or legal ward; the employee's grandchild; the employee's sibling(s), brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece and nephew.

An employee shall be allowed one (1) day off to attend the funeral of any individual who shared a significant personal relationship with the employee, provided that staffing requirements are met. The employee may use accrued sick leave for the absence, not to be a counted absence under Article 13.4.6.

### 13.7. Paid Military Leave

An employee in permanent status who is required to attend military training exercises as part of their Military Reserve obligation shall be granted paid military leave not to exceed thirty (30) working days annually in a fiscal year. Employees requesting Military Leave are required to supply a copy of the Military Orders with their request for leave.

### 13.8. Paid Personal Leave

An employee having completed the probationary period shall be eligible to use fifty-six (56) hours each fiscal year of personal leave with the first forty (40) hours chargeable to
accumulated paid medical leave and the remaining sixteen (16) chargeable to accumulated annual leave. The taking of personal leave shall be upon advance request to the department manager and shall be at the discretion of the department manager. Requests for personal leave shall not be unreasonably denied. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid medical leave.

### 13.9. Blood Donation Leave

An employee may be granted leave with pay from work for up to two (2) hours for the donation of blood. Time off from work to donate blood may be taken with prior approval by METRO department head. Blood donation leave may be taken no more than once per month.

### 13.10. Jury Duty and Witness to Subpoena

An employee required to report for jury duty (except for Grand Jury) or to answer a subpoena as a witness on behalf of METRO, or based on their occupational expertise as an employee of METRO, shall be granted a leave of absence with pay from their

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assigned duties until released by the court, subject to the following:
A. A reasonable time shall be given to travel.
B. An employee shall keep the department manager or designee informed regarding their court schedule.
C. An employee who is released from jury duty during normal work hours is required to report to work unless there are less than three (3) hours remaining in the employee's regular work shift when released by the court. The employee shall not be required to return to work in that case and shall be compensated at their regular rate of pay for those hours. When an employee returns to complete a regular shift following time served in court, such time following within the work shift shall be considered as time worked for the purposes of shift completion and overtime computation.
D. An employee assigned to a shift which begins on or after 4:00 pm or which ends between midnight and 8:00 am shall be entitled to equal time off as leave with pay for all time spent while serving on jury duty or answering a subpoena as defined above.
E. An employee scheduled for jury duty or answering a subpoena as defined above on a regularly scheduled day off shall receive an alternative equal time off during the pay period or receive compensation at straight time for the time served on jury duty.
F. An employee shall remit to METRO any court fees received while in paid status excluding mileage.
G. If necessary, due to extended trials lasting beyond two (2) weeks, management and the affected employee shall arrange a schedule which allows the employee two (2) consecutive days off.

### 13.11. Catastrophic Leave

In the event of a temporary, catastrophic closure of METRO for less than four (4) calendar days, employees shall not suffer a loss of pay.

## ARTICLE 14. UNPAID LEAVES OF ABSENCE

An employee request for an unpaid leave of absence, including unpaid personal leave, unpaid medical leave, maternity leave, parental/adoptive leave and unpaid military leave, must be made in writing and include beginning and ending dates for the leave. An unpaid leave of absence granted under this Article by METRO in excess of one hundred eighty (180) calendar days shall result in METRO ceasing to pay its share for medical, dental and vision benefit coverages. However, an employee may choose to remain on these group insurance plans by reimbursing METRO for the cost of coverage in advance. In accordance with this Article, an employee who does not return to work within three (3) consecutive work days of the expiration of the approved leave will be considered to have voluntarily resigned their employment with METRO providing extenuating circumstances beyond the employee's control do not prevent the employee's return and the employee was unable to notify the department manager of the extenuating circumstances.
14.1. Unpaid Personal Leave

### 14.1.1. Leave of Absence for Education or Training

An employee desiring an unpaid leave of absence for education or training of benefit to METRO or personal reasons shall set forth such reasons in writing and present them to the CEO/General Manager. Conflicting requests for unpaid personal leave of absence will be considered on a first-come, first-served basis. Considering conditions prevailing in METRO at the time the request is made, the CEO/General Manager shall determine whether or not a leave shall be granted, as well as the period of time to be covered in said leave. Request for unpaid personal leave shall not be unreasonably denied; however, the CEO/General Manager's intent will be to deny an employee's request when the purpose for the leave is a vacation and an annual leave balance exists. Requests for leave, if granted, shall be granted for thirty (30) calendar days or less. Approval of any written request for an extension of a leave of absence shall be made by the CEO/General Manager. Leave of absence extension requests shall be granted only for good cause and shall be granted in thirty (30) day increments or less. Such leave shall be without pay.

### 14.1.2. Disposition of Requests

Disposition of all requests for leave of absence and extensions in excess of thirty (30) days thereof shall be in writing and copy of same shall be given to the employee requesting leave within fifteen (15) working days from receipt by METRO.

### 14.1.3. Emergency Leave of Absence

Leaves of absence of up to ten (10) calendar days of an emergency nature shall be handled within twenty-four (24) hours by METRO. Extension of emergency unpaid personal leave may be granted.

### 14.2. Unpaid Medical Leave

### 14.2.1. Definition

Unpaid medical leave of absence is unpaid status after exhaustion of accrued sick leave. All requests for unpaid medical leave shall be submitted in writing and shall include specific beginning and ending dates, and a physician's certificate of medical condition. The department manager may waive the requirement for a written request and a physician's certificate. The employee is responsible for submitting a written request for unpaid medical leave prior to departure from paid status. The decision of METRO regarding the request shall be in writing and forwarded to the employee as soon as practicable.

### 14.2.2. Length of Unpaid Medical Leave and Extensions

An unpaid medical leave may not exceed six (6) consecutive months. The employee or the Union may, within thirty (30) days prior to the expiration of a medical leave, request further extension in meritorious cases where recovery appears probable, and where such recommendation is made by a licensed physician obtained by the employee. If there is disagreement as to the propriety of the extension, METRO may require the employee to be examined by a physician of METRO's choice. If it is the decision of both physicians that recovery appears probable, the extension shall be granted. If there is a difference of opinion between the two (2) physicians, a third physician will be selected
to adjudicate the disagreement with the majority decision prevailing. The arbitrating physician shall be selected jointly by METRO and the Union from a list of five (5) physicians furnished by the County Medical or Chiropractic Societies. METRO and the Union shall alternately eliminate names from the list, with the first choice to be determined by lot. The remaining name shall be the arbitrating physician. Such costs incidental to obtaining and arriving at a decision from the third physician shall be shared equally by METRO and the Union. If such extension is granted, it shall be granted for a period not to exceed six (6) months. If the employee is unable to return to work at the expiration of the approved medical leave, the employee will be considered to have terminated their employment with METRO. Any request for an unpaid leave will be evaluated in conjunction with the employee's previously approved unpaid medical leaves.

### 14.2.3. Return to Work Notification

When an employee gives written notification to METRO of their desire to return to work, and presents a physician's certificate of ability to return to work, METRO shall return said employee within two (2) weeks of receipt of notification.

### 14.2.4. Second Opinion

METRO may require, at METRO expense, a second opinion on the employee's medical condition related to the employee's ability to return to work.
14.3. Parental Leave

### 14.3.1. Length of Leave and Accruals

An employee shall be granted leave for a maximum period of twelve (12) months to cover absences for medical reasons relating to pregnancy of an employee or spouse for delivery and
recovery, for the purpose of post-natal infant care or medical reasons relating to the adoption of a child. A pregnant employee may continue to work while pregnant as long as it is safe to do so and as long as the performance of assigned duties is not impaired. An employee may be required to produce a primary health care provider's certificate of medical condition. An employee may apply sick and annual leave accruals during the leave provided they are used consecutively and at the beginning of the leave.

### 14.3.2. Use of Leave and Accruals

An employee shall be granted up to twelve (12) workweeks of parental leave, which shall be used within six (6) months of the birth or adoption of the employee's child or spouse's child. The employee must first exhaust all compensatory leave, then sick leave balance down to a level of sixty (60) hours, then exhaust annual leave balance down to a level of sixty (60) hours prior to leave without pay.

### 14.4. Unpaid Military Leave

An employee in permanent status who is (a) inducted into the armed forces of the United States or who is (b) ordered into active military duty as a member of the National Guard, Naval Militia or other reserve component of the armed forces of the United States during a national emergency shall, upon completion of such service, be reinstated to their former classification or to a classification of like seniority, status and pay, provided that they meet the employment standards and METRO circumstances have not changed as to make reemployment impossible. Request for reinstatement must be received in writing by the department manager within ninety (90) days after discharge or hospitalization continuing after discharge for a period not to exceed six (6) months. METRO's return to work date or the employee requested extension of not more than an additional seven (7) calendar days
must be accepted or the employee will be determined to have voluntarily resigned effective the date the employee first left on unpaid military leave.

### 14.5. Hospice and Critical Care Leave

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member (as defined in section 13.4.2) with appropriate verification. An employee must first exhaust all compensatory leave, then sick leave balance down to a level of forty (40) hours, then exhaust annual leave balance down to a level of forty (40) hours prior to leave without pay. In the event a family member with a previously verified long term critical illness experiences periodic acute traumatic episodes for which emergency medical treatment must be sought, an employee shall be immediately released from their work assignment.

### 14.6. FMLA/CFRA

METRO will comply with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. Generally these Acts provide for up to twelve (12) weeks leave for a serious health condition of the employee or an eligible family member and the employee has worked 1,250 hours in the twelve (12) month period preceding the leave. An employee must use all compensatory leave, then sick leave balance down to a level of forty (40) hours, then exhaust annual leave balance down to a level of forty (40) hours prior to leave without pay. This family leave will run concurrently with any other absence due to an employee's serious health condition.

## ARTICLE 15. PART-TIME EMPLOYEES

### 15.1. Definition

A part-time employee is an employee who is assigned to a regular status classification and continuously scheduled to work less than thirty (30) hours per week.
15.2. Wages, Hours and Working Conditions

A part-time employee shall be entitled to the wages, hours and working conditions in this MOU.

### 15.3. Benefits and Reimbursements

A part-time employee shall be entitled to the benefits and reimbursements in accordance with Article 12.

### 15.4. Work Hours

A part-time employee shall be guaranteed a minimum number of hours per week equal to the budgeted hours for that position. Part-time employees shall be assigned to a work shift with scheduled starting and quitting times. In no event shall a part-time employee's workweek be changed without an opportunity for the Union and METRO to meet and confer in good faith. No part-time employee's workweek shall be changed without just cause.

## ARTICLE 16. RESIGNATION/REHIRE

Employees who have at least two (2) years of seniority with METRO and have been actively working for at least six (6) months and have an adequate work record shall qualify for voluntary furlough to be defined as resignation and rehire. An
adequate work record shall include a satisfactory attendance record and absence of current or pending disciplinary action over the previous six (6) months.

Employees wishing to take advantage of furlough shall give written notice to METRO and the Union at least thirty (30) days before the desired furlough is to take effect. If need of service dictates, METRO may delay the date of release of furlough up to thirty (30) days.

Granting of an indefinite furlough shall not exempt an employee from discipline or discharge during the remaining days that the employee works before the furlough commences. Once the furlough is approved by METRO, the employee may not withdraw the request.

The duration of such furlough shall be indefinite; however, an employee wishing to resume service must mail a letter of intent to return by certified mail to the Human Resources Office, 110 Vernon Street, Santa Cruz, CA 95060, within one (1) year for the PSA Chapter, and within six (6) months in the SEA and VMU Chapters, of the date which the furlough commences. Any employee failing to present such letter of intent to METRO and the Union within this period shall be considered to have resigned. Such letter of intent shall include the date by which the employee is available to return to work. Such date shall not be later than the one (1) year anniversary of the furlough beginning.

In the PSA chapter, employees on furlough shall maintain and accrue METRO and classification seniority for twelve (12) months. After twelve (12) months from the date of absence, continuous months of service shall be maintained but not accrued.

In the VMU chapter, employees on furlough shall maintain METRO and classification seniority for twelve (12) months, but shall not accrue any additional seniority. After twelve (12) months from the date of absence, all seniority shall be forfeited.

## Attachment A

In the SEA chapter, employees on furlough shall maintain METRO and classification seniority for twelve (12) months, but shall not accrue seniority.

Employees on furlough shall be considered to have resigned and therefore shall not accrue annual leave or medical leave, and shall not receive health and welfare benefits. Prior to the commencement of the furlough, the employee shall complete the required payroll benefit paperwork and surrender METRO property.

Employees who have submitted a letter of intent to return shall be the first to be recalled to service before any new hire, subject to the needs of service to METRO. A worker placed on resignation/rehire due to industrial accident/illness shall have recall rights prior to any other employees. The employee shall be placed into a class in which the employee had previously served, provided that a position and the classification is still in existence, or to the closest class in salary level for which the employee meets the employment standards.

Once an employee has given a return date in such letter of intent, the employee must accept the first offer of return within thirty (30) calendar days or shall be considered to have resigned. METRO shall notify the employee and Union of recall by certified mail.

## ARTICLE 17. LAYOFF AND REEMPLOYMENT

### 17.1. Seniority Defined

The parties agree that paid service hours (excluding overtime) and unpaid leave as defined below shall be used to calculate seniority for the purposes of this article and METRO service only.

## Attachment A

1. Allocate 2,080 hours (FTE - pro-rated for part-time employees) to current employees for all METRO service since original date of hire.
2. Prospectively, each employee in each unit (PSA, VMU, SEA) shall have the following unpaid leave categories counted towards seniority: maternity, parental/adoptive, military, hospice/critical care, and medical.
(a) Also included in seniority is time off work while on Workers' Compensation, LTD, SDI, Jury Duty, and Section 14.1.3 (emergency unpaid personal leave).
3. Not included in seniority, and defined as exceptions are: suspensions and unpaid personal leaves per section 14.1.1 and 14.1.2.
(a) The inclusion of unpaid leaves or combinations of leaves as noted in Section 17.1 (\#2 above) will be capped at twelve (12) months. At the end of twelve (12) months, seniority shall be maintained but not accrued.
4. METRO will, in April of each year, provide the Union with a seniority list.

Attachment A

### 17.1.1. Classification Seniority

Seniority for the purpose of layoff is defined in Section 17.1 as seniority in a classification.

### 17.1.2. SEA - Classification Seniority Definition

Seniority for the purpose of layoff within a classification shall be defined in Section 17.1 as seniority in METRO service.
17.2. Notification

In the event that METRO anticipates a need for a reduction in forces, METRO shall notify the Union five (5) weeks in advance and the affected employees four (4) weeks in advance of the proposed layoff so that the parties may discuss the situation of METRO and develop procedures for implementation of reduction of forces if necessary. The Union and METRO shall complete their discussions within one (1) week of original notification and at least twenty-one (21) days prior to the date of reduction of forces, whichever is later. Employees not given at least twenty-one (21) days' notice of layoff shall be given a day's pay for each day less than twenty-one (21) days up to a maximum of fifteen (15) days' pay.

### 17.3. Order of Layoff

When one or more employees in the same classification are to be laid off, the order of layoff in that classification shall be as follows:

1. Call for volunteers, in order of seniority (to be considered involuntary).
2. Call for volunteers, in order of seniority, for METRO offers of reduction of hours or job sharing, and may include partial payment of unemployment

## Attachment A

insurance agreed to by METRO and allowed under State law.
3. Temporary employees in inverse order of seniority.
4. Provisional employees in inverse order of seniority.
5. Probationary employees in inverse order of seniority.
6. Part-time employees in inverse order of seniority.
7. Full-time employees in inverse order of seniority.
17.4. Reassignment in Lieu of Layoff

In the event of layoff, an employee so affected will be allowed to transfer to a vacant position in their current classification or any classification at the same or lower level in which regular status had formerly been held. In the event of layoff, an employee will be allowed to transfer to a vacant position for which they are qualified. METRO shall provide a listing of appropriate vacancies and the affected workers shall select a vacancy, by seniority, for which they are qualified.

### 17.5. Reemployment List

In the event that an employee is not reassigned in lieu of layoff and is laid off, they shall be placed in order of seniority on a reemployment list for a period of three (3) years within their classification. A laid off employee shall have the right to take promotional examinations and to have preference on promotional positions.

### 17.6. Temporary Employment

An interested employee who is placed upon the reemployment list due to layoff and who elects to be available for temporary work shall be given preference for such work for any classification for which they qualify. An employee may decline to be available for temporary work or may decline offers of temporary employment without affecting any rights under this Article.

### 17.7. Equal Seniority

If two (2) or more employees are subject to layoff and have equal seniority as defined in section 17.1, the determination as to who shall be laid off first will be made on the basis of the earlier anniversary date seniority and if that is equal, the determination shall be made by lot by Union representatives.
17.8. Severance Benefits

An employee separated from METRO service as a result of this Article shall have their insurance benefits paid by METRO at the same level while employed for a period of ninety (90) days from the date of separation. An employee involuntarily laid off under the provisions of Article 17.3, 4-7 shall be given a severance payment equal to eight (8) hours at the base hourly rate for each two thousand eighty $(2,080)$ hours of active service up to a maximum of eighty (80) hours severance pay.

### 17.9. Notification of Reemployment Opening


#### Abstract

A laid off employee eligible for reemployment will receive written notification of open positions for two (2) years. The notice shall be sent to the last address given to METRO by the employee, and a copy shall be sent to the Union.


17.10. Employee Notification to Reemployment

An employee shall notify METRO of their intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within fifteen (15) working days following receipt of the reemployment notice. Failure to notify METRO, notwithstanding extenuating circumstances beyond the employee's control, shall cancel reemployment rights and benefits. An employee shall have one (1) right of refusal to fill a vacancy in the classification from which laid off. Refusal of a second offer of reemployment to fill a second vacancy in the same classification from which laid off shall cancel reemployment rights and benefits.

### 17.11. Retirement in Lieu of Layoff

An employee may elect to accept retirement in lieu of layoff, voluntary demotion, or reduction in assigned hours. An employee shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by METRO for this purpose.

### 17.12. Improper Layoff

An employee who is improperly laid off shall be reemployed upon discovery of the error and shall be reimbursed for all loss of salary and benefits, provided that discovery occurs within one hundred twenty (120) days of layoff.

### 17.13. Bumping Rights

### 17.13.1. PSA/VMU/SEA

An employee serving in a position that is eliminated through layoff shall have the right to bump into any previously served in classification series for which they meet the current employment
standards, provided that they have greater seniority in METRO service than the employee being bumped. Such bumping rights shall apply to classifications with salary ranges equal to or lower than the classification from which the employee is being laid off.

For PSA and VMU chapters, bumping seniority is in the current classification, related (related shall mean an equal or lower classification in the series or position reclassified by title change or job specification change) classification, if qualified.
17.13.2. Blank

## [DELETED BY MUTUAL AGREEMENT OF THE PARTIES]

### 17.13.3. Blank

## [DELETED BY MUTUAL AGREEMENT OF THE PARTIES]

### 17.13.4. Classification Series

Classification series as used in this Article for all chapters (PSA, SEA and VMU) are those listed below:

- Custodial Service Worker/Lead
- Facilities Maintenance Worker I/II/Lead/Supervisor
- Vehicle Service Worker I/II/Detailer/Lead
- Upholsterer I/II/Vehicle Body Repair Mechanic
- Mechanic Trainee/Mechanic I/II/III/Lead/Fleet Maintenance Supervisor
- Parts \& Materials Clerk/Lead/Parts \& Materials Supervisor
- Customer Service Representative/Senior/Supervisor
- Transportation Planning Aide/Transportation Planner I /Transportation Planner II/Sr. Transportation Planner/Transportation Planning Supervisor
- Administrative Clerk/Assistant/Supervisor
- Accounting Tech/Senior/Accounting Specialist
- Accountant I/II
- Transit Supervisor/Assistant Safety \& Training Coordinator/Safety \& Training Coordinator
- Systems Administrator/Senior
- Information Technology Support Analyst I/II
- Buyer/Purchasing Agent
- Financial Analyst/Senior Financial Analyst


### 17.13.5. Bumping Rights

The right to bump into SEIU-represented positions shall only apply to employees who are members of SEIU-represented bargaining chapters at the time layoff occurs.
17.14. Transition Training

An employee identified for layoff will be released from work for up to twelve (12) hours without loss of pay to participate in transition training in the following areas:

- Resume Writing
- Methods of Job Searching
- Interviewing
- Coping with Stress
- Unemployment Insurance Benefit
17.15. Volunteers/Contracting Out/Workforce

METRO will not use volunteers and/or contract out work which will result in laying off an employee represented by the Union during the term of this MOU.

Prior to a decision to contract out work which would not result in layoffs, which is anticipated to last longer than six (6) consecutive months, and which could be completed with positions in the

Union-represented classifications, METRO will provide the Union with fifteen (15) days' notice, during which the Union may meet with METRO representatives over the matter. METRO will consider utilizing qualified union employees to do proposed work on an overtime basis if: (a) it is to METRO's economic advantage; or (b) it is to METRO's operational advantage. This paragraph shall not be construed so as to delay METRO's decision. Determinations pursuant to this paragraph shall be made in the sole discretion of METRO without any form of appeal.

## ARTICLE 18. GRIEVANCE PROCEDURE

### 18.1. Introduction

METRO and the Union recognize early settlement of grievances is essential to sound employee-management relations.
Representation of bargaining chapter employees in the grievance process shall be the sole and exclusive province of the Union. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. The Union or the aggrieved and/or their representative are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

### 18.2. Grievance Defined

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the provisions of the contract.

### 18.3. Grievance Compensation Limit

A grievance may not include a claim for compensation or other form of monetary relief for more than a one hundred and eighty day (180) period immediately prior to filing of the formal grievance.

### 18.4. Working Day Defined

For the purpose of this Article a working day is defined as any weekday that the central administrative office of the Santa Cruz Metropolitan Transit District is open for business.

### 18.5. Time Limits

Time limits may be extended or waived at any level only by written agreement of the parties involved at that level. If METRO fails to comply with grievance time limits, the grievance may be advanced to the next step upon request of the Union.
18.6. Union Representative

The Union shall be notified, participate, and assist workers in resolving grievances at the lowest possible administrative level.
18.7. Informal Discussion and Review

Before filing a formal written grievance, an informal discussion between an employee(s), Union Representative(s) and the immediate supervisor/department manager shall take place within twenty (20) working days of when the employee or the Union knew, or reasonably should have known, of the incident upon which the grievance is based in order to resolve the issue.

### 18.8. Grievance Presentation

The Union shall have the right to file a grievance on behalf of the employee(s). The Union retains the right to be present at any stage of the process. No grievance settlement may be made without consultation and agreement with the Union.
18.8.1. Steps in the Grievance Procedure

Grievances may, by mutual agreement in writing, be referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.
18.8.2. Formal Grievance - Level I

If the Union remains dissatisfied following the informal discussion and review, the Union may submit a written grievance within ten (10) working days of the informal discussion to the department manager or their designee. The grievance shall be submitted on a grievance form and shall contain the following information:

- The name of the grievant(s).
- The specific nature of the grievance.
- The date, time and place of occurrence.
- Specific provision(s) of the contract alleged to have been violated.
- Any steps that were taken to secure informal resolution.
- Corrective actions desired.

The department manager or their designated representative shall hold a conference to discuss the grievance within ten (10) working days of receipt.

The department manager shall submit a written response to the Union of the decision in the matter within five (5) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

If responsibility for the issue is not within the scope of the department manager, they may refer the grievance to the next step or to the appropriate manager who does have responsibility.
18.8.3. Level II - CEO/General Manager

If the Union remains dissatisfied following the decision at Level I, the Union may submit the grievance within ten (10) working days after receipt of the decision from Level I, requesting a Level II review of the grievance from the CEO/General Manager or their designee.

The CEO/General Manager or their designated representative shall hold a conference with all interested parties on the complaint within ten (10) working days of receipt.

The CEO/General Manager or their designated representative shall submit a written response to the Union of the decision in the matter within ten (10) working days after the conclusion of the conference.
18.8.4. Appeal to Arbitration

If the grievance is not resolved satisfactorily at Level II, the Union may, within fifteen (15) working days, file a notice of request to appeal the grievance to a hearing officer. The notice of request for a hearing by a hearing officer shall be forwarded in writing to the CEO/General Manager.
A. In lieu of proceeding immediately to arbitration, the parties may agree to jointly request the California State Conciliation Service to assign a mediator. If, through mediation, the parties can reach a mutually acceptable disposition within forty-five (45) days, then that written decision shall be signed and become binding. If no agreement is reached, the timelines for arbitration shall resume.
B. Within ten (10) working days from the date of notice of appeal, the Union and METRO may mutually agree on a neutral party from an independent source to serve as
a hearing officer. In the event the Union and METRO fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as a hearing officer.

If such a list is requested from the California State Conciliation Service, the Union and METRO shall, within ten (10) working days of receipt of the list, schedule a time to alternately strike names from such list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.
C. At the request of either party, proceedings shall be recorded, but not transcribed, except at the request of either party to the hearing. The party requesting the transcript shall bear the expense. Should either party request transcripts of the hearing, a copy shall be made available to the other party.

Upon mutual agreement, METRO and the Union may submit briefs to the hearing officer in lieu of a hearing.
D. The hearing officer is requested to make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties, except as stated in 18.8.5 of this Article. A copy of the decision shall be furnished to all parties.
E. The hearing officer's expenses, if any, shall be borne equally by the Union and METRO. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs. The party that
concedes its position to the other and cancels the arbitration shall pay any cancellation fees.
F. The jurisdiction and authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions of this contract which are at issue between the two parties. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any provision of this contract or impose on any party hereto a limitation or obligation not explicitly provided for in this contract or to alter any wage rate or wage structure. The decision of the hearing officer shall be rendered after the evidence and arguments are presented to them by the parties in the presence of each other and in post hearing briefs.
18.8.5. Appeal to the Board of Directors

Either party may appeal the decision of the hearing officer to the Board of Directors within ten (10) working days following receipt of the decision of the hearing officer, solely on the condition that the party appealing can substantiate that the decision of the hearing officer is inconsistent with State or Federal law or METRO regulations in effect at the time of the occurrence on which the grievance is based. In the event of appeal of the finding of fact and recommended decision of the hearing officer, the appeal shall be forwarded to the Board of Directors at the next regularly scheduled Board of Directors meeting provided that the appealing party shall have notified the other party no later than ten (10) working days prior to the meeting. A final decision on the grievance shall be prepared by the Board of Directors within ten (10) working days of the date of Board action on the appeal and mailed to the grievant and the Union. Final action by the Board of Directors shall be taken no later than sixty (60) calendar days
following receipt of the appeal, with notification to the parties within ten (10) working days of the Board's decision.

## ARTICLE 19. DISCIPLINARY APPEALS

### 19.1. Notice of Intent to Discipline

The Department Manager shall notify an employee and the Union in writing within thirty-five (35) working days after the date of their knowledge of the occurrence which is the basis of the intended discipline. Disciplinary actions shall be for just and sufficient cause. Following receipt of written notification of disciplinary action, non-probationary employees shall have the right to appeal disciplinary action directly representing themselves or to do so through a representative of their own choice. Disciplinary appeals shall comply with all of the following provisions and procedures. In presenting a disciplinary appeal, the appellant and/or their representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

### 19.2. Appeal of Disciplinary Actions to CEO/General Manager

Following receipt of written notification of disciplinary action, an employee, through the Union, shall have the right of appeal to the CEO/General Manager. Appeals must be filed with the CEO/General Manager of METRO within ten (10) working days of receipt of a notice of disciplinary action. The CEO/General Manager or their designated representative shall hold a hearing within ten (10) working days of receipt of the appeal. At the hearing, the employee and METRO shall have the right to call a reasonable number of witnesses. The decision of the
CEO/General Manager or their designated representative shall be rendered and sent to the employee and the Union no later than ten (10) working days after the conclusion of the hearing.

### 19.3. Appeal to Arbitration

The appellant and the Union may, within twenty (20) working days from the date of receipt of the decision by the CEO/General Manager or a designated representative, request that the matter be submitted for decision to a hearing officer. The request for hearing by a hearing officer shall be made to the CEO/General Manager in writing.
A. In lieu of proceeding immediately to arbitration, the parties may agree to jointly request the California State Conciliation Service to assign a mediator. If, through mediation, the parties can reach a mutually acceptable disposition within forty-five (45) days, then that written decision shall be signed and become binding. If no agreement is reached, the timelines for arbitration shall resume.
B. Within twenty (20) working days from the date of notice of appeal, the Union and METRO may mutually agree on a neutral party from an independent source to serve as a hearing officer. In the event the Union and

METRO fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as a hearing officer.

If such a list is requested from the California State Conciliation Service, the Union and METRO shall, within ten (10) working days after receipt of the list, schedule a time to alternately strike names from such list, with the last remaining name to be the person serving as hearing officer. The party having first choice
to strike a name from the list shall be determined by lot.
C. The decision of the hearing officer shall be rendered after the evidence and arguments are presented to them by the parties in the presence of each other and if mutually agreed to, in post hearing briefs. The hearing officer is requested to make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties, except as stated in 19.4 of this Article. A copy of the decision shall be furnished to all parties.
D. At the request of either party, proceedings shall be recorded, but not transcribed, except at the request of either party to the hearing. The party requesting the transcript shall bear the expense. Should either party request transcripts of the hearing, a copy shall be made available to the other party.

Upon mutual agreement, METRO and the appellant may submit briefs to the hearing officer in lieu of a hearing.
E. Except when briefs are submitted as specified in the proceedings, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and order a disposition of the disciplinary action.
F. The hearing officer's expenses, if any, shall be borne equally by the appellant or Union and METRO. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs. The
party that concedes its position to the other and cancels the arbitration shall pay any cancellation fees.

### 19.4. Appeal to the Board of Directors

Either party may appeal the decision of the hearing officer to the Board of Directors of METRO within ten (10) working days following receipt of the decision of the hearing officer, solely on the condition that the party appealing can substantiate that the decision of the hearing officer is inconsistent with State or Federal law or METRO regulations in effect at the time of the occurrence on which the disciplinary action is based. In the event of appeal of the finding of fact and recommended decision of the hearing officer, the appeal shall be forwarded to the Board of Directors at the next regularly scheduled Board of Directors meeting provided that the appealing party shall have notified the other party no later than ten (10) working days prior to the meeting. A final decision on the disciplinary action shall be prepared by the Board of Directors within ten (10) working days of the date of Board action on the appeal and mailed to the appellant and the Union. Final action by the Board of Directors shall be taken no later than sixty (60) calendar days following receipt of this appeal, with notification to the parties within ten (10) working days of the Board's decision.

## ARTICLE 20. PROBATIONARY EMPLOYEE RIGHT TO ADMINISTRATIVE REVIEW

## This Article has been moved to Article 11.2.5(b).

## ARTICLE 21. ABROGATION OF RIGHTS

The parties acknowledge the rights of employees and the Santa Cruz Metropolitan Transit District under this contract. State law and federal law are neither abrogated nor diminished by the adoption of this contract, except that for the duration of this
contract and any METRO resolution or amendments thereto concerning personnel matters, this contract shall control.

## ARTICLE 22. C.O.P.E. DEDUCTION

METRO agrees to the establishment of a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.), subject to the following conditions:
A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by METRO.
B. Payroll deductions shall commence on the second pay period after the authorization is received by METRO.
C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
D. Charges by METRO for the cost of administration of the program shall be paid for by the Union.
E. The Union shall indemnify, defend and hold METRO, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by METRO under the provisions of this Section.

## ARTICLE 23. TERM

This contract shall commence on July 1, 2019, and shall expire June 30, 2022.

## ARTICLE 24. SEPARABILITY

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void, but such nullification shall not affect any other provisions of this MOU which shall remain in full force and effect.

## ARTICLE 25. LABOR MANAGEMENT COMMITTEE

METRO and the Union recognize that there may be employee issues that arise outside the scope of this MOU. The parties also recognize that issues that arise should be processed in a fair and timely manner with a mutually agreeable resolution. In forming a Labor Management Committee, METRO and the Union agree to seat not more than three (3) permanent representatives and the Union Staff Representative each on the Committee, with meetings held by mutual agreement, and to address issues outside the scope of this MOU. Further, the parties recognize that additional persons may be mutually invited to the Committee meeting for the purpose of providing specific information regarding an issue.

It is the intent of this Article to encourage both parties to work cooperatively together to problem solve.

## Attachment A

This Memorandum of Understanding is entered into by the Service Employees International Union Local 521 and the Santa Cruz Metropolitan Transit District October 26, 2019, and is executed on behalf of the parties by the following representatives:

Santa Cruz Metropolitan Transit District


Cire Aguirre, CDO


Dawn Crummié, Human Resources Director
Date



Antonio Castillo, PSA Representative


Holly Alcorn, SEA Representative


Ring Solorio, SEA Representative
Joseph Marta, VMU Representative
Date:


## Attachment A

## APPENDIX A

as of June 27, 2019

| UNION | TITLE | Step 1 | 1 L | 1 LL | Step 2 | 2 L | 2 LL | Step 3 | 3 L | 3 LL | Step 4 | 4L | 4LL | Step 5 | 5 L | 5 LL | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SEP | Administrative Supervisor | 29.39 | 30.86 | 32.33 | 30.86 | 32.40 | 33.94 | 32.40 | 34.02 | 35.64 | 34.02 | 35.72 | 37.42 | 35.72 | 37.51 | 39.30 | 37.51 | 39.39 | 41.27 |
| SEP | Assistant Safety \& Training Coordinator | 32.10 | 33.71 | 35.32 | 33.70 | 35.39 | 37.08 | 35.38 | 37.15 | 38.92 | 37.15 | 39.01 | 40.87 | 39.01 | 40.96 | 42.91 | 40.96 | 43.01 | 45.06 |
| SEP | Custodial Supervisor | 22.80 | 23.94 | 25.08 | 23.94 | 25.14 | 26.34 | 25.14 | 26.40 | 27.66 | 26.40 | 27.72 | 29.04 | 27.72 | 29.11 | 30.50 | 29.11 | 30.57 | 32.03 |
| SEP | Customer Service Supervisor | 26.87 | 28.21 | 29.55 | 28.21 | 29.62 | 31.03 | 29.62 | 31.10 | 32.58 | 31.10 | 32.66 | 34.22 | 32.65 | 34.28 | 35.91 | 34.28 | 35.99 | 37.70 |
| SEP | Facilities Maintenance Supervisor | 31.42 | 32.99 | 34.56 | 32.99 | 34.64 | 36.29 | 34.64 | 36.37 | 38.10 | 36.37 | 38.19 | 40.01 | 38.19 | 40.10 | 42.01 | 40.10 | 42.11 | 44.12 |
| SEP | Fleet Maintenance Supervisor | 35.55 | 37.33 | 39.11 | 37.33 | 39.20 | 41.07 | 39.20 | 41.16 | 43.12 | 41.16 | 43.22 | 45.28 | 43.22 | 45.38 | 47.54 | 45.38 | 47.65 | 49.92 |
| SEP | Parts and Materials Supervisor | 30.10 | 31.61 | 33.12 | 31.60 | 33.18 | 34.76 | 33.18 | 34.84 | 36.50 | 34.84 | 36.58 | 38.32 | 36.58 | 38.41 | 40.24 | 38.41 | 40.33 | 42.25 |
| SEP | Revenue Collection Supervisor | 25.38 | 26.65 | 27.92 | 26.65 | 27.98 | 29.31 | 27.98 | 29.38 | 30.78 | 29.38 | 30.85 | 32.32 | 30.85 | 32.39 | 33.93 | 32.39 | 34.01 | 35.63 |
| SEP | Safety \& Training Coordinator | 34.70 | 36.44 | 38.18 | 36.43 | 38.25 | 40.07 | 38.25 | 40.16 | 42.07 | 40.16 | 42.17 | 44.18 | 42.17 | 44.28 | 46.39 | 44.28 | 46.49 | 48.70 |
| SEP | Transit Supervisor | 31.10 | 32.66 | 34.22 | 32.66 | 34.29 | 35.92 | 34.29 | 36.00 | 37.71 | 36.00 | 37.80 | 39.60 | 37.80 | 39.69 | 41.58 | 39.69 | 41.67 | 43.65 |
| SEP | Transportation Planning Supervisor | 45.41 | 47.68 | 49.95 | 47.68 | 50.06 | 52.44 | 50.06 | 52.56 | 55.06 | 52.56 | 55.19 | 57.82 | 55.19 | 57.95 | 60.71 | 57.95 | 60.85 | 63.75 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SES | Accessible Services Coordinator | 23.98 | 25.18 | 26.38 | 25.18 | 26.44 | 27.70 | 26.44 | 27.76 | 29.08 | 27.76 | 29.15 | 30.54 | 29.15 | 30.61 | 32.07 | 30.61 | 32.14 | 33.67 |
| SES | Accountant I | 29.98 | 31.48 | 32.98 | 31.48 | 33.05 | 34.62 | 33.05 | 34.70 | 36.35 | 34.70 | 36.44 | 38.18 | 36.44 | 38.26 | 40.08 | 38.26 | 40.17 | 42.08 |
| SES | Accountant II | 32.97 | 34.62 | 36.27 | 34.62 | 36.35 | 38.08 | 36.35 | 38.17 | 39.99 | 38.17 | 40.08 | 41.99 | 40.08 | 42.08 | 44.08 | 42.08 | 44.18 | 46.28 |
| SES | Accounting Clerk | 19.90 | 20.90 | 21.90 | 20.89 | 21.93 | 22.97 | 21.93 | 23.03 | 24.13 | 23.03 | 24.18 | 25.33 | 24.18 | 25.39 | 26.60 | 25.39 | 26.66 | 27.93 |
| SES | Accounting Specialist | 28.97 | 30.42 | 31.87 | 30.42 | 31.94 | 33.46 | 31.94 | 33.54 | 35.14 | 33.54 | 35.22 | 36.90 | 35.22 | 36.98 | 38.74 | 36.98 | 38.83 | 40.68 |
| SES | Accounting Technician | 23.70 | 24.89 | 26.08 | 24.89 | 26.13 | 27.37 | 26.13 | 27.44 | 28.75 | 27.44 | 28.81 | 30.18 | 28.81 | 30.25 | 31.69 | 30.25 | 31.76 | 33.27 |
| SES | Administrative Assistant | 23.06 | 24.21 | 25.36 | 24.21 | 25.42 | 26.63 | 25.42 | 26.69 | 27.96 | 26.69 | 28.02 | 29.35 | 28.02 | 29.42 | 30.82 | 29.42 | 30.89 | 32.36 |
| SES | Administrative Clerk | 20.75 | 21.79 | 22.83 | 21.79 | 22.88 | 23.97 | 22.88 | 24.02 | 25.16 | 24.02 | 25.22 | 26.42 | 25.22 | 26.48 | 27.74 | 26.48 | 27.80 | 29.12 |
| SES | Administrative Specialist | 25.35 | 26.62 | 27.8 | 26.62 | 27.95 | 29.28 | 27.95 | 29.35 | 30.75 | 29.35 | 30.82 | 32.29 | 30.82 | 32.36 | 33.90 | 32.36 | 33.98 | 35.60 |
| SES | Benefits Technician | 24.20 | 25.41 | 26.62 | 25.41 | 26.68 | 27.95 | 26.68 | 28.01 | 29.34 | 28.01 | 29.41 | 30.81 | 29.41 | 30.88 | 32.35 | 30.88 | 32.42 | 33.96 |
| SES | Buyer | 24.76 | 26.00 | 27.24 | 26.00 | 27.30 | 28.60 | 27.30 | 28.67 | 30.04 | 28.67 | 30.10 | 31.53 | 30.10 | 31.61 | 33.12 | 31.61 | 33.19 | 34.77 |
| SES | Claims Technician I | 21.62 | 22.70 | 23.78 | 22.70 | 23.84 | 24.98 | 23.83 | 25.02 | 26.21 | 25.02 | 26.27 | 27.52 | 26.27 | 27.58 | 28.89 | 27.58 | 28.96 | 30.34 |
| SES | Claims Technician II | 24.02 | 25.22 | 26.42 | 25.22 | 26.48 | 27.74 | 26.48 | 27.80 | 29.12 | 27.80 | 29.19 | 30.58 | 29.19 | 30.65 | 32.11 | 30.65 | 32.18 | 33.71 |
| SES | Custodial Service Worker | 16.97 | 17.82 | 18.67 | 17.79 | 18.68 | 19.57 | 18.65 | 19.58 | 20.51 | 19.57 | 20.55 | 21.53 | 20.53 | 21.56 | 22.59 | 21.56 | 22.64 | 23.72 |
| SES | Customer Service Representative | 19.90 | 20.90 | 21.90 | 20.89 | 21.93 | 22.97 | 21.93 | 23.03 | 24.13 | 23.03 | 24.18 | 25.33 | 24.18 | 25.39 | 26.60 | 25.39 | 26.66 | 27.93 |
| SES | Facilities Maintenance Worker I | 20.95 | 22.00 | 23.05 | 22.00 | 23.10 | 24.20 | 23.10 | 24.26 | 25.42 | 24.25 | 25.46 | 26.67 | 25.46 | 26.73 | 28.00 | 26.73 | 28.07 | 29.41 |
| SES | Facilities Maintenance Worker II | 23.28 | 24.44 | 25.60 | 24.44 | 25.66 | 26.88 | 25.66 | 26.94 | 28.22 | 26.94 | 28.29 | 29.64 | 28.29 | 29.70 | 31.11 | 29.70 | 31.19 | 32.68 |
| SES | Financial Analyst | 36.29 | 38.10 | 39.91 | 38.10 | 40.01 | 41.92 | 40.00 | 42.00 | 44.00 | 42.00 | 44.10 | 46.20 | 44.10 | 46.31 | 48.52 | 46.30 | 48.62 | 50.94 |
| SES | Grants/Legislative Analyst | 33.63 | 35.31 | 36.99 | 35.31 | 37.08 | 38.85 | 37.08 | 38.93 | 40.78 | 38.93 | 40.88 | 42.83 | 40.88 | 42.92 | 44.96 | 42.92 | 45.07 | 47.22 |
| SES | Human Resources Clerk | 20.95 | 22.00 | 23.05 | 22.00 | 23.10 | 24.20 | 23.10 | 24.26 | 25.42 | 24.25 | 25.46 | 26.67 | 25.46 | 26.73 | 28.00 | 26.73 | 28.07 | 29.41 |
| SES | Human Resources Specialist | 23.04 | 24.19 | 25.34 | 24.19 | 25.40 | 26.61 | 25.40 | 26.67 | 27.94 | 26.67 | 28.00 | 29.33 | 28.00 | 29.40 | 30.80 | 29.40 | 30.87 | 32.34 |
| SES | Human Resources Technician | 24.20 | 25.41 | 26.62 | 25.41 | 26.68 | 27.95 | 26.68 | 28.01 | 29.34 | 28.01 | 29.41 | 30.81 | 29.41 | 30.88 | 32.35 | 30.88 | 32.42 | 33.96 |
| SES | Information Technology Support Analyst I | 24.43 | 25.65 | 26.87 | 25.65 | 26.93 | 28.21 | 26.93 | 28.28 | 29.63 | 28.28 | 29.69 | 31.10 | 29.69 | 31.17 | 32.65 | 31.17 | 32.73 | 34.29 |
| SES | Information Technology Support Analyst II | 27.13 | 28.49 | 29.85 | 28.49 | 29.91 | 31.33 | 29.91 | 31.41 | 32.91 | 31.41 | 32.98 | 34.55 | 32.98 | 34.63 | 36.28 | 34.63 | 36.36 | 38.09 |
| SES | Lead Custodial Service Worker | 20.28 | 21.29 | 22.30 | 21.29 | 22.35 | 23.11 | 22.35 | 23.17 | 21.59 | 23.47 | 21.61 | 25.81 | 24.64 | 25.87 | 27.10 | 25.87 | 27.16 | 28.15 |
| SES | Lead Facilities Maintenance Worker | 27.91 | 29.31 | 30.71 | 29.31 | 30.78 | 32.25 | 30.78 | 32.32 | 33.86 | 32.32 | 33.94 | 35.56 | 33.94 | 35.64 | 37.34 | 35.64 | 37.42 | 39.20 |
| SES | Legal Secretary | 20.95 | 22.00 | 23.05 | 22.00 | 23.10 | 24.20 | 23.10 | 24.26 | 25.42 | 24.25 | 25.46 | 26.67 | 25.46 | 26.73 | 28.00 | 26.73 | 28.07 | 29.41 |
| SES | Paralegal I | 29.98 | 31.48 | 32.98 | 31.48 | 33.05 | 34.62 | 33.05 | 34.70 | 36.35 | 34.70 | 36.44 | 38.18 | 36.44 | 38.26 | 40.08 | 38.26 | 40.17 | 42.08 |
| SES | Paralegal II | 32.97 | 34.62 | 36.27 | 34.62 | 36.35 | 38.08 | 36.35 | 38.17 | 39.99 | 38.17 | 40.08 | 41.99 | 40.08 | 42.08 | 44.08 | 42.08 | 44.18 | 46.28 |
| SES | Paratransit Eligibility Coordinator | 29.98 | 31.48 | 32.98 | 31.48 | 33.05 | 34.62 | 33.05 | 34.70 | 36.35 | 34.70 | 36.44 | 38.18 | 36.44 | 38.26 | 40.08 | 38.26 | 40.17 | 42.08 |
| SES | Payroll Specialist | 24.20 | 25.41 | 26.62 | 25.41 | 26.68 | 27.95 | 26.68 | 28.01 | 29.34 | 28.01 | 29.41 | 30.81 | 29.41 | 30.88 | 32.35 | 30.88 | 32.42 | 33.96 |

## Attachment A

| UNION | TITLE | Step 1 | 12 | 1 LL | Step 2 | 21 | 2 L | Step 3 | 32 | 3 L | Step 4 | 4L | 4 L | Step 5 | 5 | 5 L | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES | Planning Aide | 19.31 | 20.28 | 21.25 | 20.28 | 21.29 | 22.30 | 21.29 | 22.35 | 23.41 | 22.35 | 23.47 | 24.59 | 23.47 | 24.64 | 25.81 | 24.64 | 25.87 | 27.10 |
| SES | Planning Data Analyst | 29.98 | 31.48 | 32.98 | 31.48 | 33.05 | 34.62 | 33.05 | 34.70 | 36.35 | 34.70 | 36.44 | 38.18 | 36.44 | 38.26 | 40.08 | 38.26 | 40.17 | 42.08 |
| SES | Principal Human Resources Generalist | 31.10 | 32.66 | 34.22 | 32.66 | 34.29 | 35.92 | 34.29 | 36.00 | 37.71 | 36.00 | 37.80 | 39.60 | 37.80 | 39.69 | 41.58 | 39.69 | 41.67 | 43.65 |
| SES | Purchasing Agent | 29.71 | 31.20 | 32.69 | 31.20 | 32.76 | 34.32 | 32.76 | 34.40 | 36.04 | 34.40 | 36.12 | 37.84 | 36.12 | 37.93 | 39.74 | 37.93 | 39.83 | 41.73 |
| SES | Purchasing Assistant | 27.24 | 28.60 | 29.96 | 28.60 | 30.03 | 31.46 | 30.03 | 31.53 | 33.03 | 31.53 | 33.11 | 34.69 | 33.11 | 34.77 | 36.43 | 34.77 | 36.51 | 38.25 |
| SES | Revenue Account Coordinator | 20.89 | 21.93 | 22.97 | 21.93 | 23.03 | 24.13 | 23.03 | 24.18 | 25.33 | 24.18 | 25.39 | 26.60 | 25.39 | 26.66 | 27.93 | 26.66 | 27.99 | 29.32 |
| SES | Revenue Collection Clerk | 18.79 | 19.73 | 20.67 | 19.73 | 20.72 | 21.71 | 20.72 | 21.76 | 22.80 | 21.76 | 22.85 | 23.94 | 22.85 | 23.99 | 25.13 | 23.99 | 25.19 | 26.39 |
| SES | Safety and Training Program SpecialistI | 34.99 | 36.74 | 38.49 | 36.74 | 38.58 | 40.42 | 38.58 | 40.51 | 42.44 | 40.51 | 42.54 | 44.57 | 42.54 | 44.67 | 46.80 | 44.67 | 46.90 | 49.13 |
| SES | Safety and Training Program Specialist II | 38.90 | 40.85 | 42.80 | 40.84 | 42.88 | 44.92 | 42.88 | 45.02 | 47.16 | 45.02 | 47.27 | 49.52 | 47.27 | 49.63 | 51.99 | 49.63 | 52.11 | 54.59 |
| SES | Scheduling Analyst | 29.98 | 31.48 | 32.98 | 31.48 | 33.05 | 34.62 | 33.05 | 34.70 | 36.35 | 34.70 | 36.44 | 38.18 | 36.44 | 38.26 | 40.08 | 38.26 | 40.17 | 42.08 |
| SES | Senior Accounting Technician | 26.34 | 27.66 | 28.98 | 27.66 | 29.04 | 30.42 | 29.04 | 30.49 | 31.94 | 30.49 | 32.01 | 33.53 | 32.01 | 33.61 | 35.21 | 33.61 | 35.29 | 36.97 |
| SES | Senior Customer Service Representative | 23.88 | 25.07 | 26.26 | 25.07 | 26.32 | 27.57 | 26.32 | 27.64 | 28.96 | 27.64 | 29.02 | 30.40 | 29.02 | 30.47 | 31.92 | 30.47 | 31.99 | 33.51 |
| SES | Senior Financial Analyst | 39.90 | 41.90 | 43.90 | 41.90 | 44.00 | 46.10 | 43.99 | 46.19 | 48.39 | 46.19 | 48.50 | 50.81 | 48.50 | 50.93 | 53.36 | 50.93 | 53.48 | 56.03 |
| SES | Senior Payroll Specialist | 29.05 | 30.50 | 31.95 | 30.50 | 32.03 | 33.56 | 32.02 | 33.62 | 35.22 | 33.62 | 35.30 | 36.98 | 35.30 | 37.07 | 38.84 | 37.06 | 38.91 | 40.76 |
| SES | Senior Systems Administrator | 45.01 | 47.26 | 49.51 | 47.26 | 49.62 | 51.98 | 49.62 | 52.10 | 54.58 | 52.10 | 54.71 | 57.32 | 54.71 | 57.45 | 60.19 | 57.45 | 60.32 | 63.19 |
| SES | Senior Transportation Planner | 40.36 | 42.38 | 44.40 | 42.38 | 44.50 | 46.62 | 44.50 | 46.73 | 48.96 | 46.72 | 49.06 | 51.40 | 49.06 | 51.51 | 53.96 | 51.51 | 54.09 | 56.67 |
| SES | Systems Administrator | 40.91 | 42.96 | 45.01 | 42.96 | 45.11 | 47.26 | 45.11 | 47.37 | 49.63 | 47.37 | 49.74 | 52.11 | 49.74 | 52.23 | 54.72 | 52.23 | 54.84 | 57.45 |
| SES | Transportation Planner I | 30.27 | 31.78 | 33.29 | 31.78 | 33.37 | 34.96 | 33.37 | 35.04 | 36.71 | 35.04 | 36.79 | 38.54 | 36.79 | 38.63 | 40.47 | 38.63 | 40.56 | 42.49 |
| SES | Transportation Planner II | 33.63 | 35.31 | 36.99 | 35.31 | 37.08 | 38.85 | 37.08 | 38.93 | 40.78 | 38.93 | 40.88 | 42.83 | 40.88 | 42.92 | 44.96 | 42.92 | 45.07 | 47.22 |
| SEV | Electronic Technician | 31.10 | 32.66 | 34.22 | 32.66 | 34.29 | 35.92 | 34.29 | 36.00 | 37.71 | 36.00 | 37.80 | 39.60 | 37.80 | 39.69 | 41.58 | 39.69 | 41.67 | 43.65 |
| SEV | Lead Mechanic | 31.60 | 33.18 | 34.76 | 33.18 | 34.84 | 36.50 | 34.84 | 36.58 | 38.32 | 36.58 | 38.41 | 40.24 | 38.41 | 40.33 | 42.25 | 40.33 | 42.35 | 44.37 |
| SEV | Lead Parts and Materials Clerk | 26.75 | 28.09 | 29.43 | 28.09 | 29.49 | 30.89 | 29.49 | 30.96 | 32.43 | 30.96 | 32.51 | 34.06 | 32.51 | 34.14 | 35.77 | 34.14 | 35.85 | 37.56 |
| SEV | Lead Vehicle Service Worker | 22.38 | 23.50 | 24.62 | 23.50 | 24.68 | 25.86 | 24.67 | 25.90 | 27.13 | 25.90 | 27.20 | 28.50 | 27.20 | 28.56 | 29.92 | 28.56 | 29.99 | 31.42 |
| SEV | Mechanic 1 | 23.70 | 24.89 | 26.08 | 24.89 | 26.13 | 27.37 | 26.13 | 27.44 | 28.75 | 27.44 | 28.81 | 30.18 | 28.81 | 30.25 | 31.69 | 30.25 | 31.76 | 33.27 |
| SEV | Mechanic II | 26.34 | 27.66 | 28.98 | 27.66 | 29.04 | 30.42 | 29.04 | 30.49 | 31.94 | 30.49 | 32.01 | 33.53 | 32.01 | 33.61 | 35.21 | 33.61 | 35.29 | 36.97 |
| SEV | Mechanic III | 28.97 | 30.42 | 31.87 | 30.42 | 31.94 | 33.46 | 31.94 | 33.54 | 35.14 | 33.54 | 35.22 | 36.90 | 35.22 | 36.98 | 38.74 | 36.98 | 38.83 | 40.68 |
| SEV | Parts and Materials clerk | 22.30 | 23.42 | 24.54 | 23.41 | 24.58 | 25.75 | 24.58 | 25.81 | 27.04 | 25.81 | 27.10 | 28.39 | 27.10 | 28.46 | 29.82 | 28.45 | 29.87 | 31.29 |
| SEV | Upholsterer I | 22.38 | 23.50 | 24.62 | 23.50 | 24.68 | 25.86 | 24.68 | 25.91 | 27.14 | 25.91 | 27.21 | 28.51 | 27.21 | 28.57 | 29.93 | 28.57 | 30.00 | 31.43 |
| SEV | Upholsterer II | 24.62 | 25.85 | 27.08 | 25.85 | 27.14 | 28.43 | 27.14 | 28.50 | 29.86 | 28.50 | 29.93 | 31.36 | 29.93 | 31.43 | 32.93 | 31.43 | 33.00 | 34.57 |
| SEV | Venicle Body Repair Mechanic | 24.62 | 25.85 | 27.08 | 25.85 | 27.14 | 28.43 | 27.14 | 28.50 | 29.86 | 28.50 | 29.93 | 31.36 | 29.93 | 31.43 | 32.93 | 31.43 | 33.00 | 34.57 |
| SEV | Vehicle Service Detailer | 20.50 | 21.53 | 22.56 | 21.53 | 22.61 | 23.69 | 22.61 | 23.74 | 24.87 | 23.74 | 24.93 | 26.12 | 24.93 | 26.18 | 27.43 | 26.18 | 27.49 | 28.80 |
| SEV | Vehicle Service Worker I | 16.78 | 17.62 | 18.46 | 17.62 | 18.50 | 19.38 | 18.50 | 19.43 | 20.36 | 19.43 | 20.40 | 21.37 | 20.40 | 21.42 | 22.44 | 21.42 | 22.49 | 23.56 |
| SEV | Vehicle Service Worker II | 18.71 | 19.65 | 20.59 | 19.66 | 20.64 | 21.62 | 20.61 | 21.64 | 22.67 | 21.62 | 22.70 | 23.78 | 22.68 | 23.81 | 24.94 | 23.80 | 24.99 | 26.18 |


| UNION | TITLE | Step 1 | 14 | 1 LL | Step 2 | 21 | 2 LL | Step 3 | 31 | 3 LL | Step 4 | 4 L | 4 LL | Step 5 | 51 | 5 LL | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES | Benefits Technician | 24.46 | 25.68 | 26.90 | 25.67 | 26.95 | 28.23 | 26.95 | 28.30 | 29.65 | 28.33 | 29.75 | 31.17 | 29.73 | 31.22 | 32.71 | 31.24 | 32.80 | 34.36 |
| SES | Human Resources Technician | 25.21 | 26.47 | 27.73 | 26.47 | 27.79 | 29.11 | 27.75 | 29.14 | 30.53 | 29.18 | 30.64 | 32.10 | 30.64 | 32.17 | 33.70 | 32.19 | 33.80 | 35.41 |
| SES | Planning Aide | 22.74 | 23.88 | 25.02 | 23.87 | 25.06 | 26.25 | 25.05 | 26.30 | 27.55 | 26.34 | 27.66 | 28.98 | 27.63 | 29.01 | 30.39 | 29.03 | 30.48 | 31.93 |
| SES | Planning Data Analyst | 30.37 | 31.89 | 33.41 | 31.89 | 33.48 | 35.07 | 33.48 | 35.15 | 36.82 | 35.15 | 36.91 | 38.67 | 36.90 | 38.75 | 40.60 | 38.75 | 40.69 | 42.63 |
| SEV | Mechanicl | 24.10 | 25.31 | 26.52 | 25.31 | 26.58 | 27.85 | 26.58 | 27.91 | 29.24 | 27.91 | 29.31 | 30.71 | 29.31 | 30.78 | 32.25 | 30.78 | 32.32 | 33.86 |
| SEV | Vehicle Service Worker I | 16.99 | 17.84 | 18.69 | 17.82 | 18.71 | 19.60 | 18.68 | 19.61 | 20.54 | 19.59 | 20.57 | 21.55 | 20.58 | 21.61 | 22.64 | 21.60 | 22.68 | 23.76 |

Longevity Pay is based onk on lenath of service.

## Attachment A

## APPENDIX B

as of June 25, 2020

| UNION | TLE | Step 1 | 11 | 1 L | Step 2 | 2 L | 2 L | Step 3 | 3 L | 3 LL | Step 4 | 4 L | 4 LL | Step | 51 | $5 L$ | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SEP | Administrative Supervisor | 29. | 31.3 | 32.81 | 31.32 | 32.8 | 34. | 32.89 | 34.5 | 36. | 34.5 | 36.2 | 37.9 | 36.2 | 38 | 39.8 | 38.0 | 39.97 | 7 |
| SEP | Assistant Safety \& Training Coordinator | 32.58 | 34.21 | 35.84 | 34.21 | 35.92 | 37.63 | 35.92 | 37.72 | 39.52 | 37.72 | 39.61 | 41.50 | 39.6 | 41.5 | 43.5 | 41.5 | 43.6 | 45.75 |
| SEP | Custodial Supervisor | 23.14 | 24.30 | 25.46 | 24.30 | 25.52 | 26.74 | 25.52 | 26.80 | 28.08 | 26.80 | 28.14 | 29.48 | 28.14 | 29.55 | 30.9 | 29.55 | 31.03 | 32.51 |
| SEP | Customer Service Supervisor | 27.27 | 28.63 | 29.99 | 28.63 | 30.06 | 31.49 | 30.06 | 31.56 | 33.06 | 31.56 | 33.14 | 34.72 | 33.14 | 34.80 | 36.46 | 34.80 | 36.54 | 38.28 |
| SEP | Facilities Maintenance Supervisor | 31.89 | 33.48 | 35.07 | 33.48 | 35.15 | 36.82 | 35.15 | 36.91 | 38.67 | 36.91 | 38.76 | 40.61 | 38.76 | 40.70 | 42.64 | 40.70 | 42.74 | 44.78 |
| SEP | Fleet Maintenance Supervisor | 36.08 | 37.88 | 39.68 | 37.88 | 39.77 | 41.66 | 39.77 | 41.76 | 43.75 | 41.76 | 43.85 | 45.94 | 43.85 | 46.04 | 48.23 | 46.04 | 48.3 | 50.64 |
| SEP | Parts and Materials Supervisor | 30.55 | 32.08 | 33.61 | 32.08 | 33.68 | 35.28 | 33.68 | 35.36 | 37.04 | 35.36 | 37.13 | 38.90 | 37.13 | 38.99 | 40.85 | 38.99 | 40.94 | 42.89 |
| SEP | Revenue Collection Supervisor | 25.76 | 27.05 | 28.34 | 27.05 | 28.40 | 29.75 | 28.40 | 29.82 | 31.24 | 29.82 | 31.31 | 32.80 | 31.31 | 32.88 | 34.45 | 32.88 | 34.52 | 36.16 |
| SEP | Safety \& Training Coordinator | 35.22 | 36.98 | 38.74 | 36.98 | 38.83 | 40.68 | 38.83 | 40.77 | 42.71 | 40.77 | 42.81 | 44.85 | 42.81 | 44.95 | 47.09 | 44.95 | 47.20 | 49.45 |
| SEP | Transit Supervisor | 31.57 | 33.15 | 34.73 | 33.15 | 34.81 | 36.47 | 34.81 | 36.55 | 38.29 | 36.55 | 38.38 | 40.21 | 38.38 | 40.30 | 42.22 | 40.30 | 42.32 | 44.34 |
| SEP | Transportation Planning Supervisor | 46.09 | 48.39 | 50.69 | 48.39 | 50.81 | 53.23 | 50.81 | 53.35 | 55.89 | 53.35 | 56.02 | 58.69 | 56.02 | 58.82 | 61.62 | 58.82 | 61.76 | 64.70 |
| SES | Accessible Services Coordinator | 24.34 | 25.56 | 26.78 | 25.56 | 26.84 | 28.12 | 26.84 | 28.18 | 29.52 | 28.18 | 29.59 | 31.00 | 29.59 | 31.07 | 32.55 | 31.07 | 32.62 | 34.17 |
| SES | Accountant I | 30.43 | 31.95 | 33.47 | 31.95 | 33.55 | 35.15 | 33.55 | 35.23 | 36.91 | 35.23 | 36.99 | 38.75 | 36.99 | 38.84 | 40.69 | 38.84 | 40.78 | 42.72 |
| SES | Accountant II | 33.46 | 35.13 | 36.80 | 35.13 | 36.89 | 38.65 | 36.89 | 38.73 | 40.57 | 38.73 | 40.67 | 42.61 | 40.67 | 42.70 | 44.73 | 42.70 | 44.84 | 46.98 |
| SES | Accounting Clerk | 20.20 | 21.21 | 22.22 | 21.21 | 22.27 | 23.33 | 22.27 | 23.38 | 24.49 | 23.38 | 24.55 | 25.72 | 24.55 | 25.78 | 27.01 | 25.78 | 27.07 | 28.36 |
| SES | Accounting Special ist | 29.40 | 30.87 | 32.34 | 30.87 | 32.41 | 33.95 | 32.41 | 34.03 | 35.65 | 34.03 | 35.73 | 37.43 | 35.73 | 37.52 | 39.31 | 37.52 | 39.40 | 41.28 |
| SES | Accounting Technician | 24.06 | 25.26 | 26.46 | 25.26 | 26.52 | 27.78 | 26.52 | 27.85 | 29.18 | 27.85 | 29.24 | 30.63 | 29.24 | 30.70 | 32.16 | 30.70 | 32.24 | 33.78 |
| SES | Administrative Assistant | 23.41 | 24.58 | 25.75 | 24.58 | 25.81 | 27.04 | 25.81 | 27.10 | 28.39 | 27.10 | 28.46 | 29.82 | 28.46 | 29.88 | 31.30 | 29.88 | 31.37 | 32.86 |
| SES | Administrative Clerk | 21.06 | 22.11 | 23.16 | 22.11 | 23.22 | 24.33 | 23.22 | 24.38 | 25.54 | 24.38 | 25.60 | 26.82 | 25.60 | 26.88 | 28.1 | 26.88 | 28.22 | 29.56 |
| SES | Administrative Specialist | 25.73 | 27.02 | 28.31 | 27.02 | 28.37 | 29.72 | 28.37 | 29.79 | 31.21 | 29.79 | 31.28 | 32.77 | 31.28 | 32.84 | 34.4 | 32.84 | 34.48 | 36.12 |
| SES | Benefits Technician | 24.56 | 25.79 | 27.02 | 25.79 | 27.08 | 28.37 | 27.08 | 28.43 | 29.78 | 28.43 | 29.85 | 31.27 | 29.85 | 31.34 | 32.8 | 31.3 | 32.91 | 34.48 |
| SES | Buyer | 25.13 | 26.39 | 27.65 | 26.39 | 27.71 | 29.03 | 27.71 | 29.10 | 30.49 | 29.10 | 30.56 | 32.02 | 30.5 | 32.09 | 33.6 | 32.09 | 33.69 | 35.29 |
| SES | Claims Technician I | 21.94 | 23.04 | 24.14 | 23.04 | 24.19 | 25.34 | 24.19 | 25.40 | 26.61 | 25.40 | 26.67 | 27.94 | 26.67 | 28.00 | 29.33 | 28.00 | 29.40 | 30.80 |
| SES | Claims Technician II | 24.38 | 25.60 | 26.82 | 25.60 | 26.88 | 28.16 | 26.88 | 28.22 | 29.56 | 28.22 | 29.63 | 31.04 | 29.63 | 31.11 | 32.59 | 31.11 | 32.67 | 34.23 |
| SES | Custodial Service Worker | 17.22 | 18.08 | 18.94 | 18.08 | 18.98 | 19.88 | 18.98 | 19.93 | 20.88 | 19.93 | 20.93 | 21.93 | 20.93 | 21.98 | 23.03 | 21.98 | 23.08 | 24.18 |
| SES | Customer Service Representative | 20.20 | 21.21 | 22.22 | 21.21 | 22.27 | 23.33 | 22.27 | 23.38 | 24.49 | 23.38 | 24.55 | 25.72 | 24.55 | 25.78 | 27.01 | 25.78 | 27.07 | 28.36 |
| SES | Facilities Maintenance Worker I | 21.26 | 22.32 | 23.38 | 22.32 | 23.44 | 24.56 | 23.44 | 24.61 | 25.78 | 24.61 | 25.84 | 27.07 | 25.84 | 27.13 | 28.42 | 27.13 | 28.49 | 29.85 |
| SES | Facililies Maimernance Wurker II | 23.63 | 24.81 | 25.99 | 24.81 | 26.05 | 27.29 | 26.05 | 27.35 | 28.65 | 27.35 | 28.72 | 30.09 | 28.72 | 30.16 | 31.60 | 30.16 | 31.67 | 33.18 |
| SES | Financial Analyst | 36.83 | 38.67 | 40.51 | 38.67 | 40.60 | 42.53 | 40.60 | 42.63 | 44.66 | 42.63 | 44.76 | 46.89 | 44.76 | 47.00 | 49.24 | 47.00 | 49.35 | 51.70 |
| SES | Grants/Legislative Analyst | 34.13 | 35.84 | 37.55 | 35.84 | 37.63 | 39.42 | 37.63 | 39.51 | 41.39 | 39.51 | 41.49 | 43.47 | 41.49 | 43.56 | 45.63 | 43.56 | 45.74 | 47.92 |
| SES | Human Resources Clerk | 21.26 | 22.32 | 23.38 | 22.32 | 23.44 | 24.56 | 23.44 | 24.61 | 25.78 | 24.61 | 25.84 | 27.07 | 25.84 | 27.13 | 28.42 | 27.13 | 28.49 | 29.85 |
| SES | Human Resources Specialist | 23.39 | 24.56 | 25.73 | 24.56 | 25.79 | 27.02 | 25.79 | 27.08 | 28.37 | 27.08 | 28.43 | 29.78 | 28.43 | 29.85 | 31.27 | 29.85 | 31.34 | 32.83 |
| SES | Human Resources Technician | 24.56 | 25.79 | 27.02 | 25.79 | 27.08 | 28.37 | 27.08 | 28.43 | 29.78 | 28.43 | 29.85 | 31.27 | 29.85 | 31.34 | 32.83 | 31.34 | 32.91 | 34.48 |
| SES | Information Technology Support Analyst I | 24.80 | 26.04 | 27.28 | 26.04 | 27.34 | 28.64 | 27.34 | 28.71 | 30.08 | 28.71 | 30.15 | 1.59 | 30.15 | 31.66 | 33.1 | 31.66 | 33.24 | 34.82 |
| SES | Information Technology Support Analyst II | 27.54 | 8.9 | 30.30 | 28.9 | 30.37 | 31.82 | 30.37 | 31.8 | 33.41 | 31.8 | 33.4 | 35.07 | 33.4 | 35.15 | 36.82 | 35.15 | 36.91 | 38.67 |
| SES | Lead Custodial Service Worker | 20.58 | 21.61 | 22.64 | 21.61 | 22.69 | 23.77 | 22.69 | 23.82 | 24.95 | 23.82 | 25.01 | 26.20 | 25.01 | 26.26 | 27.51 | 26.26 | 27.57 | 28.88 |
| SES | Lead Facilities Maintenance Worker | 28.3 | 29.75 | 31.17 | 29.75 | 31.24 | 32.73 | 31.24 | 32.80 | 34.36 | 32.80 | 34.44 | 6.08 | 34.44 | 36.1 | 37.8 | 36.1 | 37.9 | 39.78 |
| SES | Legal Secretary | 21.26 | 22.32 | 23.38 | 22.32 | 23.44 | 24.56 | 23.44 | 24.61 | 25.78 | 24.61 | 25.84 | 27.07 | 25.84 | 27.13 | 28.42 | 27.13 | 28.49 | 29.85 |
| SES | Paralegal I | 30.43 | 31.95 | 33.47 | 31.95 | 33.55 | 35.15 | 33.55 | 35.23 | 36.91 | 35.23 | 36.99 | 38.75 | 36.99 | 38.84 | 40.69 | 38.84 | 40.78 | 42.72 |
| SES | Paralegal II | 33.46 | 35.13 | 36.80 | 35.13 | 36.89 | 38.65 | 36.89 | 38.73 | 40.57 | 38.73 | 40.67 | 42.61 | 40.67 | 42.70 | 44.73 | 42.70 | 44.84 | 46.98 |
| SES | Paratransit Eligibility Coordinator | 30.43 | 31.95 | 33.47 | 31.95 | 33.55 | 35.15 | 33.55 | 35.23 | 36.91 | 35.23 | 36.99 | 38.75 | 36.99 | 38.84 | 40.69 | 38.84 | 40.78 | 42.72 |
| SES | Payroll Specialist | 24.56 | 25.79 | 27.02 | 25.79 | 27.08 | 28.37 | 27.08 | 28.43 | 29.78 | 28.43 | 29.85 | 31.27 | 29.85 | 31.34 | 32.83 | 31.34 | 32.91 | 34.48 |

## Attachment A

| UNION | TITLE | Step 1 | 1 L | 1 L | Step 2 | 21 | 2 LL | Step 3 | 31 | 3 LL | Step 4 | 41 | 4 LL | Step 5 | 51 | 5 LL | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES | Planning Aide | 19.60 | 20.58 | 21.56 | 20.58 | 21.61 | 22.64 | 21.61 | 22.69 | 23.77 | 22.69 | 23.82 | 24.95 | 23.82 | 25.01 | 26.20 | 25.01 | 26.26 | 27.51 |
| SES | Planning Data Analyst | 30.43 | 31.95 | 33.47 | 31.95 | 33.55 | 35.15 | 33.55 | 35.23 | 36.91 | 35.23 | 36.99 | 38.75 | 36.99 | 38.8 | 40.69 | 38.84 | 40.78 | 42.72 |
| SES | Principal Human Resources Generalist | 31.57 | 33.15 | 34.73 | 33.15 | 34.81 | 36.47 | 34.81 | 36.55 | 38.29 | 36.55 | 38.38 | 40.21 | 38.38 | 40.30 | 42.22 | 40.30 | 42.32 | 44.34 |
| SES | Purchasing Agent | 30.16 | 31.67 | 33.18 | 31.67 | 33.25 | 34.83 | 33.25 | 34.91 | 36.57 | 34.91 | 36.6 | 38.41 | 36.66 | 38.4 | 40.32 | 38.4 | 40.41 | 42.33 |
| SES | Purchasing Assistant | 27.65 | 29.03 | 30.41 | 29.03 | 30.48 | 31.93 | 30.48 | 32.00 | 33.52 | 32.00 | 33.6 | 35.20 | 33.60 | 35.2 | 36.96 | 35.2 | 37.04 | 38.80 |
| SES | Revenue Account Coordinator | 21.20 | 22.26 | 23.32 | 22.26 | 23.37 | 24.48 | 23.37 | 24.54 | 25.71 | 24.54 | 25.77 | 27.00 | 25.77 | 27.06 | 28.35 | 27.06 | 28.41 | 29.76 |
| SES | Revenue Collection Clerk | 19.07 | 20.02 | 20.97 | 20.02 | 21.02 | 22.02 | 21.02 | 22.07 | 23.12 | 22.07 | 23.17 | 24.27 | 23.17 | 24.33 | 25.49 | 24.33 | 25.55 | 26.77 |
| SES | Safety and Training Program Specialist I | 35.51 | 37.29 | 39.07 | 37.29 | 39.15 | 41.01 | 39.15 | 41.11 | 43.07 | 41.11 | 43.17 | 45.23 | 43.17 | 45.33 | 47.49 | 45.33 | 47.60 | 49.87 |
| SES | Safety and Training Program Specialist II | 39.48 | 41.45 | 43.42 | 41.45 | 43.52 | 45.59 | 43.52 | 45.70 | 47.88 | 45.70 | 47.99 | 50.28 | 47.99 | 50.39 | 52.79 | 50.39 | 52.91 | 55.43 |
| SES | Scheduling Analyst | 30.43 | 31.95 | 33.47 | 31.95 | 33.55 | 35.15 | 33.55 | 35.23 | 36.91 | 35.23 | 36.99 | 38.75 | 36.99 | 38.84 | 40.69 | 38.84 | 40.78 | 42.72 |
| SES | Senior Accounting Technician | 26.74 | 28.08 | 29.42 | 28.08 | 29.48 | 30.88 | 29.48 | 30.95 | 32.42 | 30.95 | 32.50 | 34.05 | 32.50 | 34.13 | 35.76 | 34.13 | 35.84 | 37.55 |
| SES | Senior Customer Service Representative | 24.24 | 25.45 | 26.66 | 25.45 | 26.72 | 27.99 | 26.72 | 28.06 | 29.40 | 28.06 | 29.46 | 30.86 | 29.46 | 30.93 | 32.40 | 30.93 | 32.48 | 34.03 |
| SES | Senior Financial Analyst | 40.50 | 42.53 | 44.56 | 42.53 | 44.66 | 46.79 | 44.66 | 46.89 | 49.12 | 46.89 | 49.23 | 51.57 | 49.23 | 51.69 | 54.15 | 51.69 | 54.27 | 56.85 |
| SES | Senior Payroll Specialist | 29.49 | 30.96 | 32.43 | 30.96 | 32.51 | 34.06 | 32.51 | 34.14 | 35.77 | 34.14 | 35.85 | 37.56 | 35.85 | 37.64 | 39.43 | 37.64 | 39.52 | 41.40 |
| SES | Senior Systems Administrator | 45.69 | 47.97 | 50.25 | 47.97 | 50.37 | 52.77 | 50.37 | 52.89 | 55.41 | 52.89 | 55.53 | 58.17 | 55.53 | 58.31 | 61.09 | 58.31 | 61.23 | 64.15 |
| SES | Senior Transportation Planner | 40.97 | 43.02 | 45.07 | 43.02 | 45.17 | 47.32 | 45.17 | 47.43 | 49.69 | 47.43 | 49.80 | 52.17 | 49.80 | 52.29 | 54.78 | 52.29 | 54.90 | 57.51 |
| SES | Systems Administrator | 41.52 | 43.60 | 45.68 | 43.60 | 45.78 | 47.96 | 45.78 | 48.07 | 50.36 | 48.07 | 50.47 | 52.87 | 50.47 | 52.99 | 55.51 | 52.99 | 55.64 | 58.29 |
| SES | Transportation Planner I | 30.72 | 32.26 | 33.80 | 32.26 | 33.87 | 35.48 | 33.87 | 35.56 | 37.25 | 35.56 | 37.34 | 39.12 | 37.34 | 39.21 | 41.08 | 39.21 | 41.17 | 43.13 |
| SES | Transportation Planner II | 34.13 | 35.84 | 37.55 | 35.84 | 37.63 | 39.42 | 37.63 | 39.51 | 41.39 | 39.51 | 41.49 | 43.47 | 41.49 | 43.56 | 45.63 | 43.56 | 45.74 | 47.92 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SEV | Electronic Technician | 31.57 | 33.15 | 34.73 | 33.15 | 34.81 | 36.47 | 34.81 | 36.55 | 38.29 | 36.55 | 38.38 | 40.21 | 38.38 | 40.30 | 42.22 | 40.30 | 42.32 | 44.34 |
| SEV | Lead Mechanic | 32.07 | 33.67 | 35.27 | 33.67 | 35.35 | 37.03 | 35.35 | 37.12 | 38.89 | 37.12 | 38.98 | 40.84 | 38.98 | 40.93 | 42.88 | 40.93 | 42.98 | 45.03 |
| SEV | Lead Parts and Materials Clerk | 27.15 | 28.51 | 29.87 | 28.51 | 29.94 | 31.37 | 29.94 | 31.44 | 32.94 | 31.44 | 33.01 | 34.58 | 33.01 | 34.66 | 36.31 | 34.66 | 36.39 | 38.12 |
| SEV | Lead Vehicle Service Worker | 22.72 | 23.86 | 25.00 | 23.86 | 25.05 | 26.24 | 25.05 | 26.30 | 27.55 | 26.30 | 27.62 | 28.94 | 27.62 | 29.00 | 30.38 | 29.00 | 30.45 | 31.90 |
| SEV | Mechanic I | 24.06 | 25.26 | 26.46 | 25.26 | 26.52 | 27.78 | 26.52 | 27.85 | 29.18 | 27.85 | 29.24 | 30.63 | 29.24 | 30.70 | 32.16 | 30.70 | 32.24 | 33.78 |
| SEV | Mechanic II | 26.74 | 28.08 | 29.42 | 28.08 | 29.48 | 30.88 | 29.48 | 30.95 | 32.42 | 30.95 | 32.50 | 34.05 | 32.50 | 34.13 | 35.76 | 34.13 | 35.84 | 37.55 |
| SEV | Mechanic III | 29.40 | 30.87 | 32.34 | 30.87 | 32.41 | 33.95 | 32.41 | 34.03 | 35.65 | 34.03 | 35.73 | 37.43 | 35.73 | 37.52 | 39.31 | 37.52 | 39.40 | 41.28 |
| SEV | Parts and Materials Clerk | 22.63 | 23.76 | 24.89 | 23.76 | 24.95 | 26.14 | 24.95 | 26.20 | 27.45 | 26.20 | 27.51 | 28.82 | 27.51 | 28.89 | 30.27 | 28.89 | 30.33 | 31.77 |
| SEV | Upholsterer I | 22.72 | 23.86 | 25.00 | 23.86 | 25.05 | 26.24 | 25.05 | 26.30 | 27.55 | 26.30 | 27.62 | 28.94 | 27.62 | 29.00 | 30.38 | 29.00 | 30.45 | 31.90 |
| SEV | Upholsterer II | 24.99 | 26.24 | 27.49 | 26.24 | 27.55 | 28.86 | 27.55 | 28.93 | 30.31 | 28.93 | 30.38 | 31.83 | 30.38 | 31.90 | 33.42 | 31.90 | 33.50 | 35.10 |
| SEV | Vehicle Body Repair Mechanic | 24.99 | 26.24 | 27.49 | 26.24 | 27.55 | 28.86 | 27.55 | 28.93 | 30.31 | 28.93 | 30.38 | 31.83 | 30.38 | 31.90 | 33.42 | 31.90 | 33.50 | 35.10 |
| SEV | Vehicle Service Detailer | 20.81 | 21.85 | 22.89 | 21.85 | 22.94 | 24.03 | 22.94 | 24.09 | 25.24 | 24.09 | 25.29 | 26.49 | 25.29 | 26.55 | 27.81 | 26.55 | 27.88 | 29.21 |
| SEV | Vehicle Service Worker I | 17.03 | 17.88 | 18.73 | 17.88 | 18.77 | 19.66 | 18.77 | 19.71 | 20.65 | 19.71 | 20.70 | 21.69 | 20.70 | 21.74 | 22.78 | 21.74 | 22.83 | 23.92 |
| SEV | Vehicle Service Worker II | 18.99 | 19.94 | 20.89 | 19.94 | 20.94 | 21.94 | 20.94 | 21.99 | 23.04 | 21.99 | 23.09 | 24.19 | 23.09 | 24.24 | 25.39 | 24.24 | 25.45 | 26.66 |


| UNION | TITLE | Step 1 | 1 L | 1LL | Step 2 | 21 | 2 LL | Step 3 | 3 L | 3 LL | Step 4 | 4 L | 4 LL | Step 5 | 51 | 5 LL | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES | Berıefils Tectricician | 24.83 | 26.07 | 27.31 | 26.07 | 27.37 | 28.67 | 27.37 | 28.74 | 30.11 | 28.74 | 30.18 | 31.62 | 30.18 | 31.69 | 33.20 | 31.69 | 33.27 | 34.85 |
| SES | Human Resources Technician | 25.59 | 26.87 | 28.15 | 26.87 | 28.21 | 29.55 | 28.21 | 29.62 | 31.03 | 29.62 | 31.10 | 32.58 | 31.10 | 32.66 | 34.22 | 32.66 | 34.29 | 35.92 |
| SES | Planning Aide | 23.08 | 24.23 | 25.38 | 24.23 | 25.44 | 26.65 | 25.44 | 26.71 | 27.98 | 26.71 | 28.05 | 29.39 | 28.05 | 29.45 | 30.85 | 29.45 | 30.92 | 32.39 |
| SES | Planning Data Analyst | 30.83 | 32.37 | 33.91 | 32.37 | 33.99 | 35.61 | 33.99 | 35.69 | 37.39 | 35.69 | 37.47 | 39.25 | 37.47 | 39.34 | 41.21 | 39.34 | 41.31 | 43.28 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SEV | Mechanic I | 24.46 | 25.68 | 26.90 | 25.68 | 26.96 | 28.24 | 26.96 | 28.31 | 29.66 | 28.31 | 29.73 | 31.15 | 29.73 | 31.22 | 32.71 | 31.22 | 32.78 | 34.34 |
| SEV | Vehicle Service Worker I | 17.24 | 18.10 | 18.96 | 18.10 | 19.01 | 19.92 | 19.01 | 19.96 | 20.91 | 19.96 | 20.96 | 21.96 | 20.96 | 22.01 | 23.06 | 22.01 | 23.11 | 24.21 |

## Attachment A

## APPENDIX C

as of June 24, 2021

| UNION | TITLE | Step 1 | 1 L | 1 LL | Step 2 | 2 L | 2 LL | Step 3 | 3L | 3 LL | Step 4 | 4L | 4 LL | Step 5 | 5 L | 512 | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SEP | Administrative Supervisor | 30.58 | 32.11 | 33.64 | 32.11 | 33.72 | 35.33 | 33.72 | 35.41 | 37.10 | 35.41 | 37.18 | 38.95 | 37.18 | 39.04 | 40.90 | 39.04 | 0.99 | 42.94 |
| SEP | Assistant Safety \& Training Coordinator | 33.39 | 35.06 | 36.73 | 35.06 | 36.81 | 38.56 | 36.81 | 38.65 | 40.49 | 38.65 | 40.58 | 42.51 | 40.58 | 42.61 | 44.64 | 42.61 | 44.74 | 46.87 |
| SEP | Custodial Supervisor | 23.72 | 24.91 | 26.10 | 24.91 | 26.16 | 27.41 | 26.16 | 27.47 | 28.78 | 27.47 | 28.84 | 30.21 | 28.84 | 30.28 | 31.72 | 30.28 | 31.79 | 33.30 |
| SEP | Customer Service Supervisor | 27.95 | 29.35 | 30.75 | 29.35 | 30.82 | 32.29 | 30.82 | 32.36 | 33.90 | 32.36 | 33.98 | 35.60 | 33.98 | 35.68 | 37.38 | 35.68 | 37.46 | 39.24 |
| SEP | Facilities Maintenance Supervisor | 32.69 | 34.32 | 35.95 | 34.32 | 36.04 | 37.76 | 36.04 | 37.84 | 39.64 | 37.84 | 39.73 | 41.62 | 39.73 | 41.72 | 43.71 | 41.72 | 43.81 | 45.90 |
| SEP | Fleet Maintenance Supervisor | 36.98 | 38.83 | 40.68 | 38.83 | 40.77 | 42.71 | 40.77 | 42.81 | 44.85 | 42.81 | 44.95 | 47.09 | 44.95 | 47.20 | 49.45 | 47.20 | 49.56 | 51.92 |
| SEP | Parts and Materials Supervisor | 31.31 | 32.88 | 34.45 | 32.88 | 34.52 | 36.16 | 34.52 | 36.25 | 37.98 | 36.25 | 38.06 | 39.87 | 38.06 | 39.96 | 41.86 | 39.96 | 41.96 | 43.96 |
| SEP | Revenue Collection Supervisor | 26.40 | 27.72 | 29.04 | 27.72 | 29.11 | 30.50 | 29.11 | 30.57 | 32.03 | 30.57 | 32.10 | 33.63 | 32.10 | 33.71 | 35.32 | 33.71 | 35.40 | 37.09 |
| SEP | Safety \& Training Coordinator | 36.10 | 37.91 | 39.72 | 37.91 | 39.81 | 41.71 | 39.81 | 41.80 | 43.79 | 41.80 | 43.89 | 45.98 | 43.89 | 46.08 | 48.27 | 46.08 | 48.38 | 50.68 |
| SEP | Transit Supervisor | 32.36 | 33.98 | 35.60 | 33.98 | 35.68 | 37.38 | 35.68 | 37.46 | 39.24 | 37.46 | 39.33 | 41.20 | 39.33 | 41.30 | 43.27 | 41.30 | 43.37 | 45.44 |
| SEP | Transportation Planning Supervisor | 47.24 | 49.60 | 51.96 | 49.60 | 52.08 | 54.56 | 52.08 | 54.68 | 57.28 | 54.68 | 57.41 | 60.14 | 57.41 | 60.28 | 63.15 | 60.28 | 63.29 | 66.30 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SES | Accessible Services Coordinator | 24.95 | 26.20 | 27.45 | 26.20 | 27.51 | 28.82 | 27.51 | 28.89 | 30.27 | 28.89 | 30.33 | 31.77 | 30.33 | 31.85 | 33.37 | 31.85 | 33.44 | 35.03 |
| SES | Accountant I | 31.19 | 32.75 | 34.31 | 32.75 | 34.39 | 36.03 | 34.39 | 36.11 | 37.83 | 36.11 | 37.92 | 39.73 | 37.92 | 39.82 | 41.72 | 39.82 | 41.81 | 43.80 |
| SES | Accountant II | 34.30 | 36.02 | 37.74 | 36.02 | 37.82 | 39.62 | 37.82 | 39.71 | 41.60 | 39.71 | 41.70 | 43.69 | 41.70 | 43.79 | 45.88 | 43.79 | 45.98 | 48.17 |
| SES | Accounting Clerk | 20.71 | 21.75 | 22.79 | 21.75 | 22.84 | 23.93 | 22.84 | 23.98 | 25.12 | 23.98 | 25.18 | 26.38 | 25.18 | 26.44 | 27.70 | 26.44 | 27.76 | 29.08 |
| SES | Accounting Specialist | 30.14 | 31.65 | 33.16 | 31.65 | 33.23 | 34.81 | 33.23 | 34.89 | 36.55 | 34.89 | 36.63 | 38.37 | 36.63 | 38.46 | 40.29 | 38.46 | 40.38 | 42.30 |
| SES | Accounting Technician | 24.66 | 25.89 | 27.12 | 25.89 | 27.18 | 28.47 | 27.18 | 28.54 | 29.90 | 28.54 | 29.97 | 31.40 | 29.97 | 31.47 | 32.97 | 31.47 | 33.04 | 34.61 |
| SES | Administrative Assistant | 24.00 | 25.20 | 26.40 | 25.20 | 26.46 | 27.72 | 26.46 | 27.78 | 29.10 | 27.78 | 29.17 | 30.56 | 29.17 | 30.63 | 32.09 | 30.63 | 32.16 | 33.69 |
| SES | Administrative Clerk | 21.59 | 22.67 | 23.75 | 22.67 | 23.80 | 24.93 | 23.80 | 24.99 | 26.18 | 24.99 | 26.24 | 27.49 | 26.24 | 27.55 | 28.86 | 27.55 | 28.93 | 30.31 |
| SES | Administrative Specialist | 26.37 | 27.69 | 29.01 | 27.69 | 29.07 | 30.45 | 29.07 | 30.52 | 31.97 | 30.52 | 32.05 | 33.58 | 32.05 | 33.65 | 35.25 | 33.65 | 35.33 | 37.01 |
| SES | Benefits Technician | 25.17 | 26.43 | 27.69 | 26.43 | 27.75 | 29.07 | 27.75 | 29.14 | 30.53 | 29.14 | 30.60 | 32.06 | 30.60 | 32.13 | 33.66 | 32.13 | 33.74 | 35.35 |
| SES | Buyer | 25.76 | 27.05 | 28.34 | 27.05 | 28.40 | 29.75 | 28.40 | 29.82 | 31.24 | 29.82 | 31.31 | 32.80 | 31.31 | 32.88 | 34.45 | 32.88 | 34.52 | 36.16 |
| SES | Claims Technician I | 22.49 | 23.61 | 24.73 | 23.61 | 24.79 | 25.97 | 24.79 | 26.03 | 27.27 | 26.03 | 27.33 | 28.63 | 27.33 | 28.70 | 30.07 | 28.70 | 30.14 | 31.58 |
| SES | Claims Technician II | 24.99 | 26.24 | 27.49 | 26.24 | 27.55 | 28.86 | 27.55 | 28.93 | 30.31 | 28.93 | 30.38 | 31.83 | 30.38 | 31.90 | 33.42 | 31.90 | 33.50 | 35.10 |
| SES | Custodial Service Worker | 17.65 | 18.53 | 19.41 | 18.53 | 19.46 | 20.39 | 19.46 | 20.43 | 21.40 | 20.43 | 21.45 | 22.47 | 21.45 | 22.52 | 23.59 | 22.52 | 23.65 | 24.78 |
| SES | Customer Service Representative | 20.71 | 21.75 | 22.79 | 21.75 | 22.84 | 23.93 | 22.84 | 23.98 | 25.12 | 23.98 | 25.18 | 26.38 | 25.18 | 26.44 | 27.70 | 26.44 | 27.76 | 29.08 |
| SES | Facilities Maintenance Worker I | 21.79 | 22.88 | 23.97 | 22.88 | 24.02 | 25.16 | 24.02 | 25.22 | 26.42 | 25.22 | 26.48 | 27.74 | 26.48 | 27.80 | 29.12 | 27.80 | 29.19 | 30.58 |
| SES | Facilities Maintenance Worker II | 24.22 | 25.43 | 26.64 | 25.43 | 26.70 | 27.97 | 26.70 | 28.04 | 29.38 | 28.04 | 29.44 | 30.84 | 29.44 | 30.91 | 32.38 | 30.91 | 32.46 | 34.01 |
| SES | Financial Analyst | 37.75 | 39.64 | 41.53 | 39.64 | 41.62 | 43.60 | 41.62 | 43.70 | 45.78 | 43.70 | 45.89 | 48.08 | 45.89 | 48.18 | 50.47 | 48.18 | 50.59 | 53.00 |
| SES | Grants/Legislative Analyst | 34.98 | 36.73 | 38.48 | 36.73 | 38.57 | 40.41 | 38.57 | 40.50 | 42.43 | 40.50 | 42.53 | 44.56 | 42.53 | 44.66 | 46.79 | 44.66 | 46.89 | 49.12 |
| SES | Human Resources Clerk | 21.79 | 22.88 | 23.97 | 22.88 | 24.02 | 25.16 | 24.02 | 25.22 | 26.42 | 25.22 | 26.48 | 27.74 | 26.48 | 27.80 | 29.12 | 27.80 | 29.19 | 30.58 |
| SES | Human Resources Specialist | 23.97 | 25.17 | 26.37 | 25.17 | 26.43 | 27.69 | 26.43 | 27.75 | 29.07 | 27.75 | 29.14 | 30.53 | 29.14 | 30.60 | 32.06 | 30.60 | 32.13 | 33.66 |
| SES | Human Resources Technician | 25.17 | 26.43 | 27.69 | 26.43 | 27.75 | 29.07 | 27.75 | 29.14 | 30.53 | 29.14 | 30.60 | 32.06 | 30.60 | 32.13 | 33.66 | 32.13 | 33.74 | 35.35 |
| SES | Information Technology Support Analyst I | 25.42 | 26.69 | 27.96 | 26.69 | 28.02 | 29.35 | 28.02 | 29.42 | 30.82 | 29.42 | 30.89 | 32.36 | 30.89 | 32.43 | 33.97 | 32.43 | 34.05 | 35.67 |
| SES | Information Technology Support Analyst II | 28.23 | 29.64 | 31.05 | 29.64 | 31.12 | 32.60 | 31.12 | 32.68 | 34.24 | 32.68 | 34.31 | 35.94 | 34.31 | 36.03 | 37.75 | 36.03 | 37.83 | 39.63 |
| SES | Lead Custodial Service Worker | 21.09 | 22.14 | 23.19 | 22.14 | 23.25 | 24.36 | 23.25 | 24.41 | 25.57 | 24.41 | 25.63 | 26.85 | 25.63 | 26.91 | 28.19 | 26.91 | 28.26 | 29.61 |
| SES | Lead Facilities Maintenance Worker | 29.04 | 30.49 | 31.94 | 30.49 | 32.01 | 33.53 | 32.01 | 33.61 | 35.21 | 33.61 | 35.29 | 36.97 | 35.29 | 37.05 | 38.81 | 37.05 | 38.90 | 40.75 |
| SES | Legal Secretary | 21.79 | 22.88 | 23.97 | 22.88 | 24.02 | 25.16 | 24.02 | 25.22 | 26.42 | 25.22 | 26.48 | 27.74 | 26.48 | 27.80 | 29.12 | 27.80 | 29.19 | 30.58 |
| SES | Paralegal I | 31.19 | 32.75 | 34.31 | 32.75 | 34.39 | 36.03 | 34.39 | 36.11 | 37.83 | 36.11 | 37.92 | 39.73 | 37.92 | 39.82 | 41.72 | 39.82 | 41.81 | 43.80 |
| SES | Paralegal II | 34.30 | 36.02 | 37.74 | 36.02 | 37.82 | 39.62 | 37.82 | 39.71 | 41.60 | 39.71 | 41.70 | 43.69 | 41.70 | 43.79 | 45.88 | 43.79 | 45.98 | 48.17 |
| SES | Paratransit Eligibility Coordinator | 31.19 | 32.75 | 34.31 | 32.75 | 34.39 | 36.03 | 34.39 | 36.11 | 37.83 | 36.11 | 37.92 | 39.73 | 37.92 | 39.82 | 41.72 | 39.82 | 41.81 | 43.80 |
| SES | Payroll Specialist | 25.17 | 26.43 | 27.69 | 26.43 | 27.75 | 29.07 | 27.75 | 29.14 | 30.53 | 29.14 | 30.60 | 32.06 | 30.60 | 32.13 | 33.66 | 32.13 | 33.74 | 35.35 |

## Attachment A

| UNION | TLE | Step 1 | 11 | 1 LL | Step 2 | 2 L | 2 LL | Step 3 | 3 L | 3 LL | Step 4 | 4 L | 4 LL | Step | 51 | 51. | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES | Planning Aide | 20.09 | 21.09 | 22.09 | 21.09 | 2.14 | 23.19 | 22.14 | 3.2 | 24.3 | 23.25 | 24.41 | 25.5 | 24.41 | 25.6 | 26.85 | 25.63 | 26.9 | 28.19 |
| SES | Planning Data Analyst | 31.19 | 32.75 | 34.31 | 32.75 | 34.39 | 36.03 | 34.39 | 36.11 | 37.83 | 36.11 | 37.92 | 39.73 | 37.92 | 39.82 | 41.72 | 39.82 | 41.81 | 43.80 |
| SES | Principal Human Resources Generalist | 32.36 | 33.98 | 35.60 | 33.98 | 35.68 | 37.38 | 35.68 | 37.46 | 39.24 | 37.46 | 39.33 | 41.20 | 39.33 | 41.30 | 43.27 | 41.30 | 43.37 | 45.44 |
| SES | Purchasing Agent | 30.91 | 32.46 | 34.01 | 32.46 | 34.08 | 35.70 | 34.08 | 35.78 | 37.48 | 35.78 | 37.57 | 39.36 | 37.57 | 39.45 | 41.33 | 39.45 | 41.42 | 43.39 |
| SES | Purchasing Assistant | 28.34 | 29.76 | 31.18 | 29.76 | 31.25 | 32.74 | 31.25 | 32.81 | 34.37 | 32.81 | 34.45 | 36.09 | 34.45 | 36.17 | 37.89 | 36.17 | 37.98 | 39.79 |
| SES | Revenue Account Coordinator | 21.73 | 22.82 | 23.91 | 22.82 | 23.96 | 25.10 | 23.96 | 25.16 | 26.36 | 25.16 | 26.42 | 27.68 | 26.42 | 27.74 | 29.06 | 27.74 | 29.13 | 30.52 |
| SES | Revenue Collection Clerk | 19.55 | 20.53 | 21.51 | 20.53 | 21.56 | 22.59 | 21.56 | 22.64 | 23.72 | 22.64 | 23.77 | 24.90 | 23.77 | 24.96 | 26.15 | 24.96 | 26.21 | 27.46 |
| SES | Safety and Training Program Specialist I | 36.40 | 38.22 | 40.04 | 38.22 | 40.13 | 42.04 | 40.13 | 42.14 | 44.15 | 42.14 | 44.25 | 46.36 | 44.25 | 46.46 | 48.67 | 46.46 | 48.78 | 51.10 |
| SES | Safety and Training Program Specialist II | 40.47 | 42.49 | 44.51 | 42.49 | 44.61 | 46.73 | 44.61 | 46.84 | 49.07 | 46.84 | 49.18 | 51.52 | 49.18 | 51.64 | 54.10 | 51.64 | 54.22 | 56.80 |
| SES | Scheduling Analyst | 31.19 | 32.75 | 34.31 | 32.75 | 34.39 | 36.03 | 34.39 | 36.11 | 37.83 | 36.11 | 37.92 | 39.73 | 37.92 | 39.82 | 41.72 | 39.82 | 41.81 | 43.80 |
| SES | Senior Accounting Technician | 27.41 | 28.78 | 30.15 | 28.78 | 30.22 | 31.66 | 30.22 | 31.73 | 33.24 | 31.73 | 33.32 | 34.91 | 33.32 | 34.99 | 36.66 | 34.99 | 36.74 | 38.49 |
| SES | Senior Customer Service Representative | 24.85 | 26.09 | 27.33 | 26.09 | 27.39 | 28.69 | 27.39 | 28.76 | 30.13 | 28.76 | 30.20 | 31.64 | 30.20 | 31.71 | 33.22 | 31.71 | 33.30 | 34.8 |
| SES | Senior Financial Analyst | 41.51 | 43.59 | 45.67 | 43.59 | 45.77 | 47.95 | 45.77 | 48.06 | 50.35 | 48.06 | 50.46 | 52.86 | 50.46 | 52.98 | 55.50 | 52.98 | 55.63 | 58.28 |
| SES | Senior Payroll Specialist | 30.23 | 31.74 | 33.25 | 31.74 | 33.33 | 34.92 | 33.33 | 35.00 | 36.67 | 35.00 | 36.75 | 38.50 | 36.75 | 38.59 | 40.43 | 38.59 | 40.52 | 42.45 |
| SES | Senior Systems Administrator | 46.83 | 49.17 | 51.51 | 49.17 | 51.63 | 54.09 | 51.63 | 54.21 | 56.79 | 54.21 | 56.92 | 59.63 | 56.92 | 59.77 | 62.62 | 59.77 | 62.76 | 65.75 |
| SES | Senior Transportation Planner | 41.99 | 44.09 | 46.19 | 44.09 | 46.29 | 48.49 | 46.29 | 48.60 | 50.91 | 48.60 | 51.03 | 53.46 | 51.03 | 53.58 | 56.13 | 53.58 | 56.26 | 58.94 |
| SES | Systems Administrator | 42.56 | 44.69 | 46.82 | 44.69 | 46.92 | 49.15 | 46.92 | 49.27 | 51.62 | 49.27 | 51.73 | 54.19 | 51.73 | 54.32 | 56.91 | 54.32 | 57.04 | 59.76 |
| SES | Transportation Planner I | 31.49 | 33.06 | 34.63 | 33.06 | 34.71 | 36.36 | 34.71 | 36.45 | 38.19 | 36.45 | 38.27 | 40.09 | 38.27 | 40.18 | 42.09 | 40.18 | 42.19 | 44.20 |
| SES | Transportation Planner II | 34.98 | 36.73 | 38.48 | 36.73 | 38.57 | 40.41 | 38.57 | 40.50 | 42.43 | 40.50 | 42.53 | 44.56 | 42.53 | 44.66 | 46.79 | 44.66 | 46.89 | 49.12 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| SEV | Electronic Technician | 32.36 | 33.98 | 35.60 | 33.98 | 35.68 | 37.38 | 35.68 | 37.46 | 39.24 | 37.46 | 39.33 | 41.20 | 39.33 | 41.30 | 43.27 | 41.30 | 43.37 | 45.44 |
| SEV | Lead Mechanic | 32.87 | 34.51 | 36.15 | 34.51 | 36.24 | 37.97 | 36.24 | 38.05 | 39.86 | 38.05 | 39.95 | 41.85 | 39.95 | 41.95 | 43.95 | 41.95 | 44.05 | 46.15 |
| SEV | Lead Parts and Materials Clerk | 27.83 | 29.22 | 30.61 | 29.22 | 30.68 | 32.14 | 30.68 | 32.21 | 33.74 | 32.21 | 33.82 | 35.43 | 33.82 | 35.51 | 37.20 | 35.51 | 37.2 | 39.07 |
| SEV | Lead Vehicle Service Worker | 23.29 | 24.45 | 25.61 | 24.45 | 25.67 | 26.89 | 25.67 | 26.95 | 28.23 | 26.95 | 28.30 | 29.65 | 28.30 | 29.72 | 31.14 | 29.72 | 31.2 | 32.70 |
| SEV | Mechanic I | 24.66 | 25.89 | 27.12 | 25.89 | 27.18 | 28.47 | 27.18 | 28.54 | 29.90 | 28.54 | 29.97 | 31.40 | 29.97 | 31.47 | 32.97 | 31.47 | 33.04 | 34.61 |
| SEV | Mechanic II | 27.41 | 28.78 | 30.15 | 28.78 | 30.22 | 31.66 | 30.22 | 31.73 | 33.24 | 31.73 | 33.32 | 34.91 | 33.32 | 34.99 | 36.66 | 34.99 | 36.74 | 38.49 |
| SEV | Mechanic III | 30.14 | 31.65 | 33.16 | 31.65 | 33.23 | 34.81 | 33.23 | 34.89 | 36.55 | 34.89 | 36.63 | 38.37 | 36.63 | 38.46 | 40.29 | 38.46 | 40.38 | 42.30 |
| SEV | Parts and Materials Clerk | 23.20 | 24.36 | 25.52 | 24.36 | 25.58 | 26.80 | 25.58 | 26.86 | 28.14 | 26.86 | 28.20 | 29.54 | 28.20 | 29.61 | 31.02 | 29.61 | 31.09 | 32.57 |
| SEV | Upholsterer I | 23.29 | 24.45 | 25.61 | 24.45 | 25.67 | 26.89 | 25.67 | 26.95 | 28.23 | 26.95 | 28.30 | 29.65 | 28.30 | 29.72 | 31.14 | 29.72 | 31.21 | 32.70 |
| SEV | Upholsterer II | 25.61 | 26.89 | 28.17 | 26.89 | 28.23 | 29.57 | 28.23 | 29.64 | 31.05 | 29.64 | 31.12 | 32.60 | 31.12 | 32.68 | 34.24 | 32.68 | 34.31 | 35.94 |
| SEV | Vehicle Body Repair Mechanic | 25.61 | 26.89 | 28.17 | 26.89 | 28.23 | 29.57 | 28.23 | 29.64 | 31.05 | 29.64 | 31.12 | 32.60 | 31.12 | 32.68 | 34.24 | 32.68 | 34.31 | 35.94 |
| SEV | Vehicle Service Detailer | 21.33 | 22.40 | 23.47 | 22.40 | 23.52 | 24.64 | 23.52 | 24.70 | 25.88 | 24.70 | 25.94 | 27.18 | 25.94 | 27.24 | 28.54 | 27.24 | 28.60 | 29.96 |
| SEV | Vehicle Service Worker I | 17.46 | 18.33 | 19.20 | 18.33 | 19.25 | 20.17 | 19.25 | 20.21 | 21.17 | 20.21 | 21.22 | 22.23 | 21.22 | 22.28 | 23.34 | 22.28 | 23.39 | 24.50 |
| SEV | Vehicle Service Worker II | 19.46 | 20.43 | 21.40 | 20.43 | 21.45 | 22.47 | 21.45 | 22.52 | 23.59 | 22.52 | 23.65 | 24.78 | 23.65 | 24.83 | 26.01 | 24.83 | 26.07 | 27.3 |

Special Handling - filled positions as of 10/26/2019

| UNION | TITLE | Step 1 | 11 | 11 L | Step 2 | 21 | 2 LL | Step 3 | 3 L | 3 LL | Step 4 | 4 L | 4 LL | Step 5 | 51 | 5 LL | Step 6 | 6 L | 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SES | Benefits Technician | 25.45 | 26.72 | 27.99 | 26.72 | 28.06 | 29.40 | 28.06 | 29.46 | 30.86 | 29.46 | 30.93 | 32.40 | 30.93 | 32.48 | 34.03 | 32.48 | 34.10 | 35.72 |
| SES | Human Resources Technician | 26.23 | 27.54 | 28.85 | 27.54 | 28.92 | 30.30 | 28.92 | 30.37 | 31.82 | 30.37 | 31.89 | 33.41 | 31.89 | 33.48 | 35.07 | 33.48 | 35.15 | 36.82 |
| SES | Planning Aide | 23.66 | 24.84 | 26.02 | 24.84 | 26.08 | 27.32 | 26.08 | 27.38 | 28.68 | 27.38 | 28.75 | 30.12 | 28.75 | 30.19 | 31.63 | 30.19 | 31.70 | 33.21 |
| SES | Planning Data Analyst | 31.60 | 33.18 | 34.76 | 33.18 | 34.84 | 36.50 | 34.84 | 36.58 | 38.32 | 36.58 | 38.41 | 40.24 | 38.41 | 40.33 | 42.25 | 40.33 | 42.35 | 44.37 |
| SEV | Mechanic I | 25.07 | 26.32 | 27.57 | 26.32 | 27.64 | 28.96 | 27.64 | 29.02 | 30.40 | 29.02 | 30.47 | 31.92 | 30.47 | 31.99 | 33.51 | 31.99 | 33.59 | 35.19 |
| SEV | Vehicle Service Worker I | 17.67 | 18.55 | 19.43 | 18.55 | 19.48 | 20.41 | 19.48 | 20.45 | 21.42 | 20.45 | 21.47 | 22.49 | 21.47 | 22.54 | 23.61 | 22.54 | 23.67 | 24.80 |

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DATE: May 15, 2020
TO: Board of Directors
FROM: Rufus Francis, Safety, Security and Risk Management Director
SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS

## I. RECOMMENDED ACTION

## That the Board of Directors Approve Staff Recommendations for Claims for the Month of May 2020

## II. SUMMARY

This staff report provides the Board of Directors with recommendations on claims submitted to the Santa Cruz Metropolitan Transit District (METRO).

## III. DISCUSSION/BACKGROUND

METRO's Risk Department received one claim for the month of May 2020 for money or damages. As a public entity, METRO must act "within 45 days after the claim has been presented" (Govt C §912.4(a)). See staff recommendations in paragraph VIII.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Financial Stability, Stewardship and Accountability.
V. FINANCIAL CONSIDERATIONS/IMPACT

None

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

Within the 45-day period, the Board of Directors may take the following actions:

- Reject the claim entirely;
- Allow it in full;
- Allow it in part and reject the balance;
- Compromise it, if the liability or amount due is disputed (Govt C §912.4(a)); or
- Do nothing, and allow the claim to be denied by operation of law (Govt C §912.4 (c)).


## VIII. DESCRIPTION OF CLAIM

| Claimant | Claim \# | Description | Recommended <br> Action |
| :---: | :---: | :--- | :---: |
| Crepeau Ricci, <br> Marie | $20-0007$ | Claimant alleges that a <br> METRO bus hit her <br> parked car. Amount of <br> claim: \$2,077.46 | Reject |

Prepared by: Tom Szestowicki, Safety Specialist

## IX. APPROVALS

Rufus Francis, Safety, Security and Risk Management Director


Alex Clifford, CEO/General Manager


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DATE:
May 15, 2020

FROM: Rufus Francis, Safety, Security and Risk Management Director

# SUBJECT: CONSIDERATION OF APPROVAL OF MUTUAL AID AGREEMENT WITH THE CALIFORNIA CENTRAL COAST AREA PUBLIC TRANSIT OPERATORS COMPRISED OF: MONTEREY SALINAS TRANSIT DISTRICT, SAN BENITO COUNTY TRANSPORTATION AUTHORITY, SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY AND THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO/General Manager to enter into a reciprocal agreement for mutual aid known as the California Central Coast Area Public Transit Operators whereby the Regional Transit Agencies (RTAs) may receive and provide mutual aid to other member agencies in the form of personnel, services and equipment as deemed to be necessary or advisable in an emergency

## II. SUMMARY

- This agreement is similar to those that other disciplines (such as law enforcement, public works and utilities) have used for many decades, which support the sharing of resources from like disciplines across jurisdictions based on need and availability.
- Approving the Regional Transit Agencies' (RTA) membership and authorizing the Santa Cruz Metropolitan Transit District (METRO) CEO/General Manager to provide mutual aid will forge a more resilient, formal and mutually beneficial relationship between RTA and fellow public transit providers for sharing resources and will strengthen our continuity of operations capabilities during transit emergencies.


## III. DISCUSSION/BACKGROUND

The purpose of the California Central Coast Area Public Transit Operators Mutual Aid Agreement is to establish a formal, mutual aid agreement amongst area transit agencies to facilitate rapid, short-term deployment of emergency support resources in the event of transit emergencies. Agencies that enter into the agreement may receive and provide mutual aid to other members in the form of personnel, services and equipment as outlined by the agreement.

Participation in this agreement is beneficial to the RTAs because it broadens the resources available to the RTAs during transit emergencies. It also encourages resource sharing amongst transit agencies by establishing a standard process for requesting and providing resources and gives member agencies the flexibility to make requests or fulfill requests in a manner that works for their situational needs.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This mutual aid agreement aligns to the following Strategic Priorities:

1. Safety First Culture
2. Service Quality and Delivery

## V. FINANCIAL CONSIDERATIONS/IMPACT

There is no financial impact until METRO is requesting services from RTAs. In cases where METRO is providing mutual aid services to RTAs, the services will be reimbursed by the agency using such services.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

Do not move forward with this mutual aid agreement at this time. This is not recommended. There could be certain devastating emergencies that would require mutual aid from participating RTAs. This mutual aid agreement gives RTAs peace of mind that we can seek and/or provide assistance during transit emergencies.

## VIII. ATTACHMENTS

Attachment A: $\quad$| California Central Coast Area Public Transit Operators |
| :--- |
| Mutual Aid Agreement | Mutual Aid Agreement

Prepared by: Rufus Francis, Safety, Security \& Risk Management Director

Board of Directors
May 15, 2020
Page 3 of 3

## IX. APPROVALS

Rufus Francis, Safety, Security \& Risk Management Director


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


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## Attachment A

## CALIFORNIA CENTRAL COAST AREA PUBLIC TRANSIT OPERATORS MUTUAL AID AGREEMENT

MAY 15, 2020

This Mutual Aid AGREEMENT, (hereinafter referred to as the "AGREEMENT") is made and entered into as of $05 / 15 / / 2020$ by those PARTIES who have adopted and signed the AGREEMENT (hereafter referred to individually as a "PARTY" or together as the "PARTIES"), which include the following organizations:

# MONTEREY SALINAS TRANSIT DISTRICT <br> SAN BENITO COUNTY TRANSPORTATION AUTHORITY <br> SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY <br> SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

## RECITALS:

WHEREAS, the California Central Coast region is susceptible to serious local and regional emergencies, including; moderate to severe earthquakes, flooding, and wild land fires, that could disrupt normal public transit services; and

WHEREAS, the PARTIES have determined that it would be in their best interest to enter into this AGREEMENT that provides equipment, personnel, supplies and other goods and services to each other under Emergency (as defined in section 2.0) conditions to ensure transit services experience minimal interruption and recover rapidly; and

WHEREAS, the PARTIES understand that any organization that lend resources, (hereinafter referred to as the "LENDING PARTY or PARTIES") to another organization (hereinafter referred to as the "BORROWING PARTY OR PARTIES") shall be reimbursed by the BORROWING PARTY for equipment, personnel, supplies and other resources made available under this AGREEMENT; and

## Attachment A

WHEREAS, the PARTIES understand that each must give priority to Emergencies affecting its own operations, and that no party should unreasonably deplete its own resources, personnel, or materials to provide such mutual aid; and

WHEREAS, this AGREEMENT is in accord with the California Emergency Services Act as set forth in Title. 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code, and specifically Article 14 (Section 8630 et seq.) to the Act, Section 3211.92 of the Labor Code related to Disaster Service Workers, and the California Master Mutual Aid AGREEMENT;

NOW THEREFORE, in consideration of the conditions and covenants contained herein, the PARTIES agree as follows:
1.0 PURPOSE. The purpose of this AGREEMENT is to provide an organized framework within which the PARTIES can provide voluntary mutual assistance to each other to ensure public transportation services continue to the maximum extent practical in the event of a local or regional emergency.
2.0 EMERGENCY DEFINED: For the purposes of this AGREEMENT, "Emergency" is defined as a condition of disaster, calamity, or catastrophe (both natural and man-made) arising in a portion or entire area of operations of one or more of the PARTIES to this AGREEMENT which is, or is likely, to be beyond the control and response capabilities of the services, personnel, equipment, and facilities of the affected PARTIES. Examples include but are not limited to floods, urban and wild fires, earthquakes, and acts of terrorism.
3.0 GUIDING POLICIES: The PARTIES acknowledge the following principles in order to effectively implement this AGREEMENT:
3.1 The basic tenets of Emergency planning are self-help and mutual aid;
3.2 No single PARTY has sufficient resources to cope with any and all potential Emergencies;
3.3 The PARTIES shall plan for their Emergency operations to assure a rapid and efficient use of their available resources;
3.4 California's system of Emergency planning provides a system of mutual aid in which each PARTY'S jurisdiction relies first upon its own resources;

## Attachment A

3.5 Each county in California coordinates the responses of jurisdictions within its borders with the Governor's Office of Emergency Services;
3.6 Each local jurisdiction has the authority to prepare a local Emergency plan; such plans shall include a transportation element that contains methods for coordinating Emergency Transportation Services ${ }^{1}$; and
3.7 Each PARTY shall prepare its own emergency operations plan that provides appropriate procedures for responding to and recovering from Emergencies affecting its operating area.
4.0 MUTUAL AID COORDINATORS: Each PARTY to this AGREEMENT shall designate a point of contact, who shall be responsible for performing all Emergency actions associated with this AGREEMENT.

### 5.0 NATURE OF ASSISTANCE:

5.1 General: LENDING PARTIES shall provide assistance in the form of resources such as equipment, supplies, and personnel. LENDING PARTIES shall provide resources only in the event a LENDING PARTY determines in its sole discretion that its own needs can be met before releasing such resources. The PARTIES intend that resources provided to BORROWING PARTIES be utilized to provide regular public transportation or emergency transportation services. Resources may include but are not limited to; vehicles, vehicle Operators and services and supplies that are required to operate and maintain such vehicles.
5.2 Equipment: Use by the BORROWING PARTY of resources that constitute equipment, such as transit and maintenance vehicles, portable generators, and tools, shall be at the LENDING PARTIES' current equipment rates, and if no rates have been established, rates equivalent to reasonable commercial rates for the lease or rental of similar equipment, and are subject to the following conditions:
5.2.1 At the option of the LENDING PARTY, resources that constitute equipment may be provided with a vehicle Operator and or fuel. If a vehicle Operator is provided by the LENDING PARTY, the following costs shall be reimbursed by the BORROWING PARTY: travel, lodging, per diems, all wages and compensation, and any other reasonable costs that are mutually agreed upon by the PARTIES. If fuel is provided by the LENDING PARTY, it shall be reimbursed at the LENDING PARTY'S actual cost;

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## Attachment A

5.2.2 In the event the LENDING PARTY requires Resources to be returned before the end of the emergency period, the LENDING PARTY shall provide written notice to the BORROWING PARTY requesting such a return, and the BORROWING PARTY shall return Resources to the LENDING PARTY within one and two working days after the initial request for equipment return for small- and large- scale incidents, respectively. Small-scale incidents are incidents that span up to two 12-hour operational periods. Large-scale incidents are those that last for more than two 12hour operational periods;
5.2.3 Unless the LENDING PARTY provides fuel in accordance with paragraph (5.2.1) above or the PARTIES involved make alternate arrangements, the BORROWING PARTY shall, at its own expense, supply all fuel, lubrication and routine maintenance for any Resources during the time they are in use by the BORROWING PARTY;
5.2.4 Any costs accrued or incurred by the LENDING PARTY related to the transportation, handling, and unloading or loading of Resources shall be reimbursed by the BORROWING PARTY, based on actual receipts or invoices with supporting documentation;
5.2.5 In the event that any Resources are damaged during delivery to, or while in the custody or use of the BORROWING PARTY, the BORROWING PARTY shall reimburse the LENDING PARTY for the reasonable cost of repairing the damaged equipment, based on actual receipts;
5.2.6 If a damaged Resource cannot be economically restored to the condition it was in prior to the loan, the BORROWING PARTY shall reimburse the LENDING PARTY for the cost of replacing any such damaged Resources with equivalent (or functionally equivalent) equipment of equivalent value to the equipment prior to the loan, based on actual receipts (unless the PARTIES agree otherwise in writing); and
5.2.7 If the LENDING PARTY is required to rent or lease items while Resources are being repaired or replaced, the BORROWING PARTY shall reimburse the LENDING PARTY for any such lease or rental costs, provided that the duration and cost of such lease or rental is reasonable under the circumstances, and that any such reimbursement is based on actual invoices.
5.3 Supplies: With respect to any Resources that are expendable or non-returnable, the BORROWING PARTY shall reimburse the LENDING PARTY with in- kind items or the replacement cost for such items, plus any applicable handling charges, taxes and other incurred expenses. With respect to such Resources that are timely returned to the LENDING PARTY without damage (other than normal wear and tear), no costs shall be due from the BORROWING PARTY to the LENDING PARTY, including but not limited to, any rental fees for use of the Resources.

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5.4 Personnel: The LENDING PARTY may make available to the BORROWING PARTY employees who are willing to participate in providing mutual aid under the provisions of this AGREEMENT. If the BORROWING PARTY accepts the services of such employees, the BORROWING PARTY shall reimburse the LENDING PARTY for the full costs of the employees' services; that is, at a rate equal to the employees' current salary or hourly rate plus fringe benefits and overhead charges, including any costs arising from Workers' Compensation claims. Costs to feed, shelter, transport, and otherwise care for the LENDING PARTY's employees shall be paid by the BORROWING PARTY. The LENDING PARTY shall not be liable for cessation or slowdown of work, or any other damages incurred by reason of the LENDING PARTY's employee's refusal to perform any assigned task due to the loaned employee's perception of risks of harm or injury.
6.0 FINANCIAL RECORDS: Both the LENDING PARTYs and the BORROWING PARTY shall keep accurate financial records of any Resources and personnel provided or received. Such records will be used to settle accounts among the PARTIES and to support claims for reimbursement from insurance carriers or the local State and/or Federal governments, should such aid be made available. All financial records shall be maintained for a minimum of three years, or as required by applicable Federal or State law as a condition of receiving financial assistance, whichever is longer. All PARTIES shall have full access to such records for the purposes of this provision.
7.0 EMERGENCY ROUTING: Inasmuch as the PARTIES recognize that mutual aid provided under this AGREEMENT depends on the LENDING PARTYs' abilities to move their resources to places designated by the BORROWING PARTY, the PARTIES shall cooperate in determining which routes shall be used to reach the BORROWING PARTYs' operating areas and in arranging for any necessary escorts to assure the timely and safe arrival of the Resources or Personnel.
8.0 LIABILITY AND HOLD HARMLESS: Pursuant to Government Code Section 895.4 and Federal and State requirements, whenever mutual aid assistance is provided, the
BORROWING PARTY shall assume the defense of, fully indemnify and hold harmless the LENDING PARTY, including its Directors, Supervisors, Officers, and Employees from all claims, losses, damages, injuries, and liabilities of every kind, nature and description directly or indirectly arising from the negligent or wrongful acts of the BORROWING PARTY in connection with work rendered hereunder, including but not limited to negligent or wrongful use of Resources, or faulty workmanship or other negligent acts, errors or omissions by the BORROWING PARTY, or by loaned personnel.
8.1 Each Party to this AGREEMENT shall give to the others prompt and timely written notice of any claim made, or any suit instituted, coming to its knowledge which in any way, directly, or indirectly, contingently or otherwise, affects or might affect one or more of the other PARTIES. Each Party shall have the right to participate in the defense of the same to the extent of its own interest.

## Attachment A

### 9.0 MODIFICATIONS AND OTHER PROVISIONS:

9.1 Amendments: Any provision of this AGREEMENT may only be modified, altered or rescinded only by written amendment to this AGREEMENT executed by all of the PARTIES; however, the AGREEMENT as a whole may only be rescinded in compliance with Section 12.0, Termination.
9.2 Review: This AGREEMENT shall be reviewed as needed and necessary changes shall be made.
9.3 Reporting: The LENDING PARTY shall, at the request of the BORROWING PARTY, provide to the BORROWING PARTY a written estimate of the costs of Resources provided under this AGREEMENT within three (3) days of the date of any such request. This report shall be revised weekly thereafter until mutual aid is terminated at the BORROWING PARTYs, or pursuant to Section 5.2.2 above, at the LENDING PARTY's request. The LENDING PARTY shall provide a final estimate to the BORROWING PARTY no later than ninety (90) days following the return or redeployment of all Resources. If the Federal and/or State government require a different reporting schedule for public assistance, it shall supersede those stated in this AGREEMENT.
9.4 Non-Exclusivity: This AGREEMENT is not an exclusive agreement for the provision of Emergency resources. Any PARTY may provide such resources to entities not party to this AGREEMENT, and any PARTY may enter into agreements similar to this with other organizations. In the event that there are conflicting requests for Resources pursuant to two or more agreements entered into by a LENDING PARTY, the LENDING PARTY shall have the final right to determine which request shall be honored, and such determination shall not give rise to any claim of damages or other monetary recovery by a BORROWING PARTY the request of which was denied.
9.5 Third Parties: Nothing herein shall be construed to create any right of action by third party for any cause whatsoever.
9.6 Entire Agreement: This AGREEMENT constitutes the entire understanding of the PARTIES with respect to the subject matter hereof, any prior or contemporaneous oral or written agreements by and between the PARTIES or their agents and representatives with respect to the subject matter of this AGREEMENT are revoked and extinguished by this AGREEMENT.
10.0 NOTICES: All other notices and communications deemed by the PARTIES to be necessary or desirable to be given to the other PARTIES shall be in writing and may be given by personal delivery to a representative of the PARTIES, by electronic communication to the email addresses indicated, or by mailing the same, postage prepaid, addressed as follows:

| Carl Sedoryk | Mary Gilbert |
| :--- | :--- |
| General Manager / CEO | Executive Director |
| MONTEREY - SALINAS TRANSIT | SAN BENITO COUNTY |
| DISTRICT | TRANSPORTATION AUTHORITY |
| 19 Upper Ragsdale, Suite 200 | 330 Tres Pinos, CA 95023 |
| Monterey, CA 93908 | mary@ sanbenitocog.org |
| csedoryk@ mst.org |  |
| Geoff Straw | Alex Clifford |
| Executive Director | CEO/General Manager |
| SAN LUIS OBISPO REGIONAL | SANTA CRUZ METROPOLITAN |
| TRANSIT AUTHORITY | TRANSIT DISTRICT |
| 179 CROSS STREET | 110 VERNON STREET |
| SAN LUIS OBISPO, CA 93401 | SANTA CRUZ, CA 95060 |
| GSTRAW@SLORTA.ORG | ACLIFFORD@SCMTD.COM |
|  |  |

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States mail as provided above.
11.0 MUTUAL AID COORDINATORS: All communications relating to the day-to-day activities associated with this AGREEMENT shall be exchanged between the Mutual Aid Coordinators as designated below:

| MONTEREY - SALINAS TRANSIT | SAN BENITO COUNTY <br> DRANTRICT |
| :--- | :--- |
| TRANPORTATION AUTHORITY |  |
| Chief Operating Officer | Executive Director |
| 19 Upper Ragsdale, Suite 200 | 330 Tres Pinos, CA 95023 |
| Monterey, CA 93908 | (831) 637-7665 Ext. 207 |
| Desk: (831) 264-9430 |  |
| MST Center (831) 899- 5299 (24 Hour) |  |
| SAN LUIS OBISPO REGIONAL | SANTA CRUZ METROPOLITAN |
| TRANSIT AUTHORITY | TRANSIT DISTRICT |
| Operations Manager | Chief Operating Officer |
| Desk: (805)781-4467 | (831) 425 -8951 |
| RTA Dispatch: (805)541-2228 | METRO Dispatch: (831) 425-5284 |

12.0 TERMINATION: This AGREEMENT is not transferable or assignable, in whole or in part. Any PARTY may terminate its participation in this AGREEMENT by providing 30 days' written notice delivered or mailed electronically to the other PARTIES to the AGREEMENT. Prior to the effective date of termination, with respect to the terminating PARTY, all sums due for Resources shall be paid to the LENDING PARTY, and all Resources shall be returned to the LENDING PARTY. The AGREEMENT shall continue in full force and effect as to the remaining PARTIES to the AGREEMENT. The provisions under Section 6.0 and Section 8.0 shall survive any termination of this AGREEMENT with respect to financial record keeping,

## Attachment A

claims, losses, damages, injuries and liabilities arising out of acts or omissions occurring prior to the effective date of termination. The AGREEMENT shall continue in full force and effect as to the remaining PARTIES to the AGREEMENT.

## Attachment A

IN WITNESS WHEREOF, the PARTIES to the AGREEMENT have executed this AGREEMENT on the day and year set forth above.

## Agency: MONTEREY - SALINAS TRANSIT DISTRICT

Carl Sedoryk

General Manager / CEO

Date $\qquad$ 1

## Agency: SAN BENITO COUNTY TRANSPORTATION AUTHORITY

Name: Mary Gilbert

Executive Director

Date $\qquad$ 1

## Agency: SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

## Feoff Straw

Executive Director

Date $\qquad$ 1

## Attachment A

# Agency: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

Name: Alex Clifford

Title: CEO/General Manager

Date $\qquad$





# BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

Resolution No.<br>On the Motion of Director:<br>Duly Seconded by Director:<br>The Following Resolution is Adopted:

## RESOLUTION OF APPRECIATION FOR THE SERVICES OF JOHN GOSE AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

WHEREAS, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, METRO, requiring an employee with expertise and dedication, appointed John Gose to serve in the position of Bus Operator, and

WHEREAS, served as a member of the Operations Department of METRO for the time period of June 26, 2001 to April 29, 2020, and

WHEREAS, John Gose provided METRO with dedicated service and commitment during the time of employment, and

WHEREAS, John Gose served METRO with distinction, and
WHEREAS, the service provided to the residents of Santa Cruz County by John Gose resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Mr. Gose's service, METRO improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by John Gose.

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as Bus Operator, the Board of Directors of METRO does hereby commend his efforts in
advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this $15^{\text {th }}$ Day of May 2020 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Mike Rotkin, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

# BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

Resolution No.<br>On the Motion of Director:<br>Duly Seconded by Director:<br>The Following Resolution is Adopted:

## RESOLUTION OF APPRECIATION FOR THE SERVICES OF BONNIE MORR AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

WHEREAS, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, METRO, requiring an employee with expertise and dedication, appointed Bonnie Morr to serve in the position of Bus Operator, and

WHEREAS, served as a member of the Operations Department of METRO for the time period of February 6, 1989 to April 1, 2020, and

WHEREAS, Bonnie Morr provided METRO with dedicated service and commitment during the time of employment, and

WHEREAS, Bonnie Morr served METRO with distinction, and
WHEREAS, the service provided to the residents of Santa Cruz County by Bonnie Morr resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Ms. Morr's service, METRO improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Bonnie Morr.

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Bus Operator, the Board of Directors of METRO does hereby commend her efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this $15^{\text {th }}$ Day of May 2020 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Mike Rotkin, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

DATE: May 15, 2020


TO: Board of Directors
FROM: Julie Sherman, General Counsel

# SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 20-05-01 APPROVING A COMPENSATION ADJUSTMENT FOR THE CEO/GENERAL MANAGER, EFFECTIVE MAY 7, 2020, AND CORRESPONDING FOURTH AMENDMENT TO THE CEO/GENERAL MANAGER'S EMPLOYMENT AGREEMENT 

## I. RECOMMENDED ACTION

That the Board of Directors approve Resolution No. 20-05-01 approving a compensation adjustment for the CEO/General Manager effective as of May 7, 2020, and the Fourth Amendment to the CEO/General Manager's Employment Agreement

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) Board of Directors (Board) hired Alex Clifford as CEO/General Manager of METRO effective May 7, 2014.
- The CEO/General Manager's Employment Agreement provides for an annual review of the CEO/General Manager's performance, and provides that upon satisfactory performance of duties, Mr. Clifford shall advance to the next step in compensation upon the anniversary date of the Employment Agreement.
- The Board has completed the CEO/General Manager's performance evaluation, determining that his performance warrants a compensation adjustment.
- The Ad Hoc CEO Goals and Objectives Advisory Committee recommends that the Board of Directors (Board) approve (1) an increase in the CEO/General Manager's compensation to $\$ 21,029 /$ month (step 4 of the Employment Agreement's Updated Monthly Salary Schedule), which reflects the June 15, 2017 COLA increase of $2 \%$, as of May 7, 2020, and (2) a Fourth Amendment to Mr. Clifford's Employment Agreement, reflecting the recommended compensation adjustment.


## III. DISCUSSION/BACKGROUND

The METRO Board hired Mr. Clifford as CEO/General Manager of METRO effective May 7, 2014. Section 10 of the Employment Agreement provides for an annual review of the CEO/General Manager's performance, and Section 4 of the

> Employment Agreement provides that upon satisfactory performance of duties, Mr. Clifford shall advance to the next step in compensation upon the anniversary date of the Employment Agreement. After his fifth year of service, in recognition of METRO's financial constraints, Mr. Clifford declined to undergo a formal annual review process in order to decline an advancement from Step 2 to Step 3 Updated Monthly Salary Schedule set forth in Section 4 of the Employment Agreement.

In accordance with the Employment Agreement, the METRO Ad Hoc CEO Goals and Objectives Advisory Committee (Committee) commenced the performance evaluation of the CEO/General Manager in March 2020. The Committee completed its review in April 2020 and has found that Mr. Clifford's performance during his fifth and sixth years met or exceeded the standards to advance from Step 2 to Step 4 at this time.

The Committee presented its findings to the Board at its regular Board meeting of April 24, 2020. The Board completed its review of the CEO/General Manager's performance at its April 24, 2020 meeting, determining that Mr. Clifford's performance warranted the step advancements recommended by the Committee.

The Committee's recommendation is to approve (1) an increase in the CEO/General Manager's compensation to $\$ 21,029 / m o n t h$ (step 4 of the Employment Agreement's Updated Monthly Salary Schedule - Attachment C), which reflects the June 15, 2017 COLA increase of 2\%, as of May 7, 2020, and (2) a Fourth Amendment to Mr. Clifford's Employment Agreement, reflecting the recommended compensation adjustment.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

Sufficient funds are available in the METRO's Operating Budget to cover the compensation increase.

## V. CHANGES FROM COMMITTEE

None

## VI. ALTERNATIVES CONSIDERED

Not approving the proposed actions is an alternative; however, because the Board has determined that the CEO/General Manager's performance has met the Employment Agreement's standards for a compensation increase, not increasing his compensation is not recommended.

## VII. ATTACHMENTS

$$
\begin{array}{ll}
\text { Attachment A: } & \begin{array}{l}
\text { Resolution Approving the Fourth Amendment to the } \\
\text { Employment Agreement with CEO/GM Alex Clifford }
\end{array}
\end{array}
$$

Attachment B: Fourth Amendment to Employment Agreement
Attachment C: Management Salary Schedules

Board of Directors
May 15, 2020
Page 4 of 4

## VIII. APPROVALS

Approved as to fiscal impact: Angela Aitken, CFO


# BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

Resolution No. 20-05-01<br>On the Motion of Director:<br>Duly Seconded by Director:<br>The Following Resolution is Adopted:

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT APPROVING THE FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CEO/GM ALEX CLIFFORD

WHEREAS, on March 28, 2014, pursuant to Resolution No. 14-03-02, the Board of Directors (Board) of the Santa Cruz Metropolitan Transit District (METRO) appointed Alex Clifford as CEO/General Manager of METRO effective May 7, 2014, and authorized the Chair of the Board to execute a five-year Employment Agreement with Mr. Clifford (Employment Agreement);

WHEREAS, on June 12, 2015, the Board amended the Employment Agreement to adjust Mr. Clifford's compensation and number of vacation days;

WHEREAS, on June 23, 2017, the Board amended the Employment Agreement to adjust the CEO/GM's compensation, extend the term of the contract, include a corresponding updated monthly salary schedule (Updated Monthly Salary Schedule), and make certain other amendments related to termination, evaluation and expenses;

WHEREAS, on May 18, 2018, the Board amended the Employment Agreement to adjust Mr. Clifford's compensation;

WHEREAS, Section 10 of the Employment Agreement provides for an annual review of the CEO/General Manager's performance, and Section 4 of the Employment Agreement provides that upon satisfactory performance of duties, Mr. Clifford shall advance to the next step in compensation upon the anniversary date of the Employment Agreement;

WHEREAS, after his fifth year of service, in recognition of METRO's financial constraints, Mr. Clifford declined to undergo a formal annual review process in order to decline an advancement from Step 2 to Step 3 Updated Monthly Salary Schedule set forth in Section 4 of the Employment Agreement;

## Attachment A

WHEREAS, the Ad Hoc CEO Goals and Objectives Advisory Committee has reviewed the performance of the CEO/General Manager and has found his performance during his fifth and sixth years to have met or exceeded the standards to advance from Step 2 to Step 4 of the Updated Monthly Salary Schedule at this time, with the understanding that the Step 4 amount be inclusive of the June 15, 2017 COLA increase of $2 \%$; and

WHEREAS, the CEO Goals and Objectives Advisory Committee recommends that it is in the best interest of METRO for the Board to approve an amendment to the Employment Agreement with the CEO/General Manager in light of the determinations relative to Mr. Clifford's sixth annual performance evaluation.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby confirms the finding of the CEO Goals and Objectives Advisory Committee that the CEO/General Manager, Alex Clifford, has met or exceeded all performance standards set forth in the Employment Agreement for his fifth and sixth years of service; and

BE IT FURTHER RESOLVED that the Board of Directors approves a Fourth Amendment to the Employment Agreement of CEO/General Manager, Alex Clifford, to increase the salary to Step 4 of the Updated Monthly Salary Schedule, which amount of $\$ 21,029 /$ month reflects the June 15, 2017 COLA increase of $2 \%$, effective on the Anniversary Date (May 7, 2020); and

BE IT FURTHER RESOLVED that the Chair of the Board of Directors is authorized to execute the Fourth Amendment to the Employment Agreement with Mr. Clifford on behalf of METRO in a form acceptable to General Counsel, and to take such other action necessary to effectuate the purposes of this resolution.

PASSED AND ADOPTED this 15th Day of May 2020 by the following vote:
AYES: Directors -
NOES: Directors -

ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Mike Rotkin, Chair

## Attachment A

Resolution No. 20-05-01
Page 3

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie A. Sherman, General Counsel

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## Attachment B

## FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to the Employment Agreement made and entered into on May 7, 2020 by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "Santa Cruz METRO)" and Alexander D. Clifford (hereinafter referred to as "Employee").

## I. RECITALS

1.1 Santa Cruz METRO and Employee entered into an Employment Agreement ("Agreement") on March 28, 2014.
1.2 The Agreement allows for amendment upon mutual written consent.
1.3 Santa Cruz METRO and Employee desire to amend the Agreement to increase the compensation of Employee.

Therefore, Santa Cruz METRO and Employee amend the Agreement as follows:

## II. COMPENSATION

2.1 SECTION 4 - COMPENSATION of the Agreement is amended by adding the following paragraph directly above the paragraph beginning with "Upon Satisfactory Performance of Duties...", :
"Pursuant to Amendment Four of this Agreement, commencing May 7, 2020 ("Anniversary Date"), Employee will be paid at Step 4 of the monthly salary schedule established for the position of Chief Executive Officer/General Manager, as adjusted by the June 15, 2017 COLA increase of $2 \%$, for an adjusted monthly salary amount of $\$ 21,029.1$

## III. REMAINING TERMS AND CONDITIONS

3.1 All other provisions of the Agreement that are not affected by this Amendment shall remain unchanged and in full force and effect for the remainder of the term of the Agreement.

IN WITNESS WHEREOF the undersigned have executed this Fourth Amendment to the Agreement dated this 15th day of May, 2020 at Santa Cruz, California.

Employee
Santa Cruz Metropolitan Transit District

Approved as to form:

Julie A. Sherman, District General Counsel

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## Attachment C









me
CEO/General Manager


## Chief Financial Officer (CFO)

 Planning and Development Director Human Resources Director Information Technology and Intelligent Transportation Systems Director Marketing, Communications and Customer Service Director Purchasing and Special Projects Director Senior Database Administrator Human Resources Deputy Director Operations Manager - Fixed Route Division Operations Manager - Paratransit Division Assistant Maintenance Manager Facilities Maintenance Manager Database Administrator Safety, Security and Risk Management Director Assistant Operations ManagerProject Manager
Purchasing Manager

Longevity Pay is based only on length of service.

| Effective 06/14/18 (FY19) / Adopted by the Board as of Februarv 22, 2019 |  |  |  |  |  |  |  |  | $\begin{array}{r} \text { MANA } \\ \text { ARLY SAL } \end{array}$ | GEMENT RY SCHE | DULE |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Title | Step 1 | Step 1 L | Step 1 LiL | Step 2 | Step 2L | Step 2 LL | Step 3 | Step 3L | Step 3 L | Step 4 | Step 4L | Step 4 Li | Step 5 | Step 5L | Step 5LL | Step 6 | Step 6 L | Step 6 LL |
| CEO/General Manager | 218,005 | 228,904 | 239,803 | 228,904 | 240,344 | 251,784 | 240,344 | 252,366 | 264,389 | 252,346 | 264,971 | 277,597 | 264,971 | 278,221 | 291,470 | 278,200 | 292,115 | 306,030 |
| Chief Operations Officer | 142,709 | 149,843 | 156,978 | 149,843 | 157,331 | 164,819 | 157,331 | 165,194 | 173,056 | 165,194 | 173,451 | 181,709 | 173,451 | 182,125 | 190,798 | 182,125 | 191,235 | 200,346 |
| Maintenance Manager | 111,530 | 117,104 | 122,678 | 117,104 | 122,970 | 128,835 | 122,949 | 129,106 | 135,262 | 129,106 | 135,554 | 142,002 | 135,554 | 142,334 | 149,115 | 142,334 | 149,448 | 156,562 |
| Chief Financial Officer (CFO) | 142,709 | 149,843 | 156,978 | 149,843 | 157,331 | 164,819 | 157,331 | 165,194 | 173,056 | 165,194 | 173,451 | 181,709 | 173,451 | 182,125 | 190,798 | 182,125 | 191,235 | 200,346 |
| Planning and Development Director | 121,659 | 127,733 | 133,806 | 127,733 | 134,118 | 140,504 | 134,118 | 140,816 | 147,514 | 140,816 | 147,867 | 154,918 | 147,867 | 155,251 | 162,635 | 155,251 | 163,010 | 170,768 |
| Human Resources Director | 133,848 | 140,546 | 147,243 | 140,546 | 147,576 | 154,606 | 147,576 | 154,960 | 162,344 | 154,960 | 162,718 | 170,477 | 162,718 | 170,851 | 178,984 | 170,851 | 179,400 | 187,949 |
| Information Technology and Intelligent Transportation Systems Director | 133,848 | 140,546 | 147,243 | 140,546 | 147,576 | 154,606 | 147,576 | 154,960 | 162,344 | 154,960 | 162,718 | 170,477 | 162,718 | 170,851 | 178,984 | 170,851 | 179,400 | 187,949 |
| Marketing, Communications and Customer Service Director | 97,885 | 102,773 | 107,661 | 102,773 | 107,910 | 113,048 | 107,910 | 113,298 | 118,685 | 113,298 | 118,955 | 124,613 | 118,955 | 124,904 | 130,853 | 124,904 | 131,144 | 137,384 |
| Purchasing and Special Projects Director | 97,885 | 102,773 | 107,661 | 102,773 | 107,910 | 113,048 | 107,910 | 113,298 | 118,685 | 113,298 | 118,955 | 124,613 | 118,955 | 124,904 | 130,853 | 124,904 | 131,144 | 137,384 |
| Senior Database Administrator | 106,683 | 112,008 | 117,333 | 112,008 | 117,603 | 123,198 | 117,603 | 123,490 | 129,376 | 123,490 | 129,667 | 135,845 | 129,667 | 136,157 | 142,646 | 136,157 | 142,958 | 149,760 |
| Finance Deputy Director | 107,016 | 112,362 | 117,707 | 112,362 | 117,978 | 123,594 | 117,978 | 123,885 | 129,792 | 123,885 | 130,083 | 136,282 | 130,083 | 136,594 | 143,104 | 136,594 | 143,416 | 150,238 |
| Human Resources Deputy Director | 100,422 | 105,435 | 110,448 | 105,435 | 110,698 | 115,960 | 110,698 | 116,230 | 121,763 | 116,230 | 122,034 | 127,837 | 122,034 | 128,128 | 134,222 | 128,128 | 134,534 | 140,941 |
| Operations Manager - Fixed Route Division | 87,693 | 92,082 | 96,470 | 92,082 | 96,678 | 101,275 | 96,678 | 101,504 | 106,330 | 101,504 | 106,579 | 111,654 | 106,579 | 111,904 | 117,229 | 111,904 | 117,499 | 123,094 |
| Operations Manager - Paratransit Division | 87,693 | 92,082 | 96,470 | 92,082 | 96,678 | 101,275 | 96,678 | 101,504 | 106,330 | 101,504 | 106,579 | 111,654 | 106,579 | 111,904 | 117,229 | 111,904 | 117,499 | 123,09 |
| Assistant Maintenance Manager | 83,658 | 87,838 | 92,019 | 87,838 | 92,227 | 96,616 | 92,227 | 96,845 | 101,462 | 96,845 | 101,691 | 106,538 | 101,691 | 106,766 | 111,842 | 106,766 | 112,112 | 17,458 |
| Facilities Maintenance Manager | 94,806 | 99,549 | 104,291 | 99,549 | 104,520 | 109,491 | 104,520 | 109,741 | 114,962 | 109,741 | 115,232 | 120,723 | 115,232 | 120,994 | 126,755 | 120,994 | 127,046 | 133,099 |
| Database Administrator | 92,768 | 97,406 | 102,045 | 97,406 | 102,274 | 107,141 | 102,274 | 107,390 | 112,507 | 107,390 | 112,757 | 118,123 | 112,757 | 118,394 | 124,030 | 118,394 | 124,322 |  |
| Safety, Security and Risk Management Director | 105,040 | 110,302 | 115,565 | 110,302 | 115,814 | 121,326 | 115,814 | 121,597 | 127,379 | 121,597 | 127,670 | 133,744 | 127,670 | 134,056 | 140,442 | 134,056 | 140,754 | 147,45 |
| Assistant Operations Manager | 65,770 | 69,056 | 72,342 | 69,056 | 72,509 | 75,962 | 72,509 | 76,128 | 79,747 | 76,128 | 79,934 | 83,741 | 79,934 | 83,928 | 87,922 | 83,928 | 88,130 | ${ }^{2,331}$ (D) |
| Project Manager | 65,770 | 69,056 | 72,342 | 69,056 | 72,509 | 75,962 | 72,509 | 76,128 | 79,747 | 76,128 | 79,934 | 83,741 | 79,934 | 83,928 | 87,922 | 83,928 | 88,130 | 22,331 |
| Purchasing Manager | 83,658 | 87,838 | 92,019 | 87,838 | 92,227 | 96,616 | 92,227 | 96,845 | 101,462 | 96,845 | 101,691 | 106,538 | 101,691 | 106,766 | 111,842 | 106,766 | 112,112 | 7,458 |
| Executive Assistant | 64,002 | 67,205 | 70,408 | 67,205 | 70,574 | 73,944 | 70,574 | 74,110 | 77,646 | 74,090 | 77,792 | 81,494 | 77,813 | 81,702 | 85,592 | 81,723 | 85,800 | 89,877 |

## Attachment C

| Effective 06/14/18 (FY19) / Adopted by the Board as of February 22, 2019 | MANAGEMENT <br> MONTHLY SALARY SCHEDULE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Title | Step 1 | Step 1 L | Step 1 LL | Step 2 | Step 2 L | Step 2 LL | Step 3 | Step 3L | Step 3 LL | Step 4 | Step 4L | Step 4 LL | Step 5 | Step 5L | Step 5 LL | Step 6 | Step 6L | Step 6 LL |
| CEO/General Manager | 18,167 | 19,075 | 19,984 | 19,075 | 20,029 | 20,982 | 20,029 | 21,031 | 22,032 | 21,029 | 22,081 | 23,133 | 22,081 | 23,185 | 24,289 | 23,183 | 24,343 | 25,503 |
| Chief Operations Officer | 11,892 | 12,487 | 13,082 | 12,487 | 13,111 | 13,735 | 13,111 | 13,766 | 14,421 | 13,766 | 14,454 | 15,142 | 14,454 | 15,177 | 15,900 | 15,177 | 15,936 | 16,696 |
| Maintenance Manager | 9,294 | 9,759 | 10,223 | 9,759 | 10,248 | 10,736 | 10,246 | 10,759 | 11,272 | 10,759 | 11,296 | 11,834 | 11,296 | 11,861 | 12,426 | 11,861 | 12,454 | 13,047 |
| Chief Financial Officer (CFO) | 11,892 | 12,487 | 13,082 | 12,487 | 13,111 | 13,735 | 13,111 | 13,766 | 14,421 | 13,766 | 14,454 | 15,142 | 14,454 | 15,177 | 15,900 | 15,177 | 15,936 | 16,696 |
| Planning and Development Director | 10,138 | 10,644 | 11,151 | 10,644 | 11,177 | 11,709 | 11,177 | 11,735 | 12,293 | 11,735 | 12,322 | 12,910 | 12,322 | 12,938 | 13,553 | 12,938 | 13,584 | 14,231 |
| Human Resources Director | 11,154 | 11,712 | 12,270 | 11,712 | 12,298 | 12,884 | 12,298 | 12,913 | 13,529 | 12,913 | 13,560 | 14,206 | 13,560 | 14,238 | 14,915 | 14,238 | 14,950 | 15,662 |
| Information Technology and Intelligent Transportation Systems Director | 11,154 | 11,712 | 12,270 | 11,712 | 12,298 | 12,884 | 12,298 | 12,913 | 13,529 | 12,913 | 13,560 | 14,206 | 13,560 | 14,238 | 14,915 | 14,238 | 14,950 | 15,662 |
| Marketing, Communications and Customer Service Director | 8,157 | 8,564 | 8,972 | 8,564 | 8,993 | 9,421 | 8,993 | 9,442 | 9,890 | 9,442 | 9,913 | 10,384 | 9,913 | 10,409 | 10,904 | 10,409 | 10,929 | 11,449 |
| Purchasing and Special Projects Director | 8,157 | 8,564 | 8,972 | 8,564 | 8,993 | 9,421 | 8,993 | 9,442 | 9,890 | 9,442 | 9,913 | 10,384 | 9,913 | 10,409 | 10,904 | 10,409 | 10,929 | 11,449 |
| Senior Database Administrator | 8,890 | 9,334 | 9,778 | 9,334 | 9,800 | 10,267 | 9,800 | 10,291 | 10,781 | 10,291 | 10,806 | 11,320 | 10,806 | 11,346 | 11,887 | 11,346 | 11,913 | 12,480 |
| Finance Deputy Director | 8,918 | 9,364 | 9,809 | 9,364 | 9,832 | 10,300 | 9,832 | 10,324 | 10,816 | 10,324 | 10,840 | 11,357 | 10,840 | 11,383 | 11,925 | 11,383 | 11,951 | 12,520 |
| Human Resources Deputy Director | 8,369 | 8,786 | 9,204 | 8,786 | 9,225 | 9,663 | 9,225 | 9,686 | 10,147 | 9,686 | 10,170 | 10,653 | 10,170 | 10,677 | 11,185 | 10,677 | 11,211 | 11,745 |
| Operations Manager - Fixed Route Division | 7,308 | 7,674 | 8,039 | 7,674 | 8,057 | 8,440 | 8,057 | 8,459 | 8,861 | 8,459 | 8,882 | 9,305 | 8,882 | 9,325 | 9,769 | 9,325 | 9,792 | 10,258 |
| Operations Manager - Paratransit Division | 7,308 | 7,674 | 8,039 | 7,674 | 8,057 | 8,440 | 8,057 | 8,459 | 8,861 | 8,459 | 8,882 | 9,305 | 8,882 | 9,325 | 9,769 | 9,325 | 9,792 | 10,258 |
| Assistant Maintenance Manager | 6,972 | 7,320 | 7,668 | 7,320 | 7,686 | 8,051 | 7,686 | 8,070 | 8,455 | 8,070 | 8,474 | 8,878 | 8,474 | 8,897 | 9,320 | 8,897 | 9,343 | 9,788 |
| Facilities Maintenance Manager | 7,901 | 8,296 | 8,691 | 8,296 | 8,710 | 9,124 | 8,710 | 9,145 | 9,580 | 9,145 | 9,603 | 10,060 | 9,603 | 10,083 | 10,563 | 10,083 | 10,587 | 11,092 |
| Database Administrator | 7,731 | 8,117 | 8,504 | 8,117 | 8,523 | 8,928 | 8,523 | 8,949 | 9,376 | 8,949 | 9,396 | 9,844 | 9,396 | 9,866 | 10,336 | 9,866 | 10,360 | 10,854 |
| Safety, Security and Risk Management Director | 8,753 | 9,192 | 9,630 | 9,192 | 9,651 | 10,111 | 9,651 | 10,133 | 10,615 | 10,133 | 10,639 | 11,145 | 10,639 | 11,171 | 11,704 | 11,171 | 11,730 | 12,288 |
| Assistant Operations Manager | 5,481 | 5,755 | 6,029 | 5,755 | 6,042 | 6,330 | 6,042 | 6,344 | 6,646 | 6,344 | 6,661 | 6,978 | 6,661 | 6,994 | 7,327 | 6,994 | 7,344 | 7,694 |
| Project Manager | 5,481 | 5,755 | 6,029 | 5,755 | 6,042 | 6,330 | 6,042 | 6,344 | 6,646 | 6,344 | 6,661 | 6,978 | 6,661 | 6,994 | 7,327 | 6,994 | 7,344 | 7,694 |
| Purchasing Manager | 6,972 | 7,320 | 7,668 | 7,320 | 7,686 | 8,051 | 7,686 | 8,070 | 8,455 | 8,070 | 8,474 | 8,878 | 8,474 | 8,897 | 9,320 | 8,897 | 9,343 | 9,788 |
| Executive Assistant | 5,334 | 5,600 | 5,867 | 5,600 | 5,881 | 6,162 | 5,881 | 6,176 | 6,471 | 6,174 | 6,483 | 6,791 | 6,484 | 6,809 | 7,133 | 6,810 | 7,150 | 7,490 |
| Longevity Pay is based only on lenath of service. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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# VERBAL PRESENTATION ONLY 

## CEO UPDATE

Alex Clifford

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COVID Fiscal Crisis
Timeline: Critical Conversations
Preliminary estimated timeline as of: April 30, 2020


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DATE: May 15, 2020
TO: Board of Directors
FROM: Angela Aitken, Chief Financial Officer

# SUBJECT: APPROVE THE SANTA CRUZ METRO'S FY21 AND FY22 DRAFT OPERATING BUDGET, FY21 CAPITAL BUDGET AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 26, 2020 

## I. RECOMMENDED ACTION

That the Board of Directors approve the FY21 and FY22 Draft Operating Budget, FY21 Capital Budget and a Resolution Setting a Public Hearing on June 26, 2020

## II. SUMMARY OF ISSUES

- The FY21 and FY22 Operating Budget, and FY21 Capital Budget are presented this month for Board of Directors (Board) and public review. A public hearing will be scheduled for 9:15 am or as soon thereafter as possible, during the June 26, 2020 board meeting.
- The proposed two-year FY21 and FY22 Operating Expenses (Attachment B) total $\$ 55,043,433$ in FY21 and $\$ 56,891,843$ in FY22. In addition, Santa Cruz Metropolitan Transit District (METRO) will be transferring \$2.3M in FY21 and FY22 to the Capital Budget and $\$ 0.05 \mathrm{M}$ and $\$ 2.0 \mathrm{M}$ from the Operating Sustainability Reserve Fund for a total budget of $\$ 57,263,399$ in FY21 and $\$ 57,203,307$ in FY22. This is a draft budget, which reflects available data regarding revenues and expenses. The final two-year budget will be presented to the Board on June 26, 2020.
- On June 28, 2019, the Board adopted the final FY20 and FY21 Operating Budget. METRO produces a 2-year rolling budget. This budget revises the June 2019 FY21 budget and presents a new FY22 operating budget.
- A budget workshop with the Unions is scheduled on May 6, 2020 to answer questions about the two-year draft FY21 and FY22 operating budget and the FY21 capital budget and to obtain input from our union partners.
- The authorized and funded personnel lists are presented in Attachment C.
- The FY21 Capital Budget (Attachment D) totals \$29,189,900.
- The year over year operating budget growth of approximately $\$ 3.3 \mathrm{M}$ in expenses in FY21 is detailed below in Section B.
- The Unfunded Capital Projects list, as of 04-30-2020, presented in Attachment E, totals approximately $\$ 197 \mathrm{M}$ over the next ten years to get METRO to a State of Good Repair.
- Staff requests the Board approve the draft FY21 and FY22 operating budget and FY21 capital budget and provide additional direction to staff as necessary regarding the contents of the draft operating and capital budgets, for final adoption on June 26, 2020 at the Public Hearing.


## III. DISCUSSION/BACKGROUND

- The Board of Directors must adopt the Final FY21 and FY22 operating budget and FY21 capital budget by June 30, 2020. The Draft FY21 and FY22 operating budget and the FY21 capital budget are presented this month for Board and public review. A public hearing will be scheduled for 9:15 am or a soon thereafter as possible, during the June 26, 2020 board meeting.
On June 28, 2019, the Board adopted the Final FY20 and FY21 operating budget. METRO produces a 2-year rolling budget. This budget revises the June 2019 FY21 budget and presents a new FY22 operating budget.
A budget workshop with the Unions is scheduled on May 6, 2020 to answer questions about the two-year draft FY21 and FY22 operating budget and the FY21 capital budget and to obtain input from our union partners.
On May 8, 2020 the Finance, Budget and Audit Standing Committee met to review the draft FY21 and FY22 operating budget and FY21 capital budget. The Committee recommends the full Board approve the budgets as presented.


## A. Operating Revenues

Operating revenues total $\$ 57,263,399$ in FY21 and $\$ 57,203,307$ in FY22 (inclusive of transfers). Major operating revenue assumptions in the preliminary FY21 budget over the FY20 final budget, adopted in June 2019, include:

- Passenger Fares - decrease of $2.2 \%$ or ( $\$ 54 \mathrm{~K}$ ). The budget projection is based on projected FY20 passenger fares revenue of $\$ 2.4 \mathrm{M}$ and no anticipated increase in ridership in FY21.
- Special Transit Fares - decrease of $0.8 \%$ or $(\$ 48 \mathrm{~K})$ is due to no anticipated increase in student enrollment and ridership for fixed routes that serve UCSC. No contract increase is anticipated and/or budgeted for Cabrillo in FY21.
- Highway 17 Fares - increase of $0.1 \%$ or $\$ 2 \mathrm{~K}$. The budget projection is based on projected FY20 Highway 17 fares revenue of $\$ 1.5 \mathrm{M}$ and an anticipated 2\% decrease in FY21, reflecting recent trends in Highway 17 ridership.
- Highway 17 Payments - decrease of $3.5 \%$ or ( $\$ 19 \mathrm{~K}$ ) due to an anticipated decrease in the VTA bill for the year. (VTA will no longer be billed for ECO Pass boardings, as this is no longer be a valid fare on the Hwy 17 after December 31, 2019.)
- Advertising Income - increase of $25 \%$ or $\$ 69 \mathrm{~K}$. The projection is based on estimates from a new bus advertising company and the expectation to significantly increase advertising, provided the new contract is awarded before the start of the new fiscal year.
- Rent Income - decrease of $8.3 \%$ or ( $\$ 15 \mathrm{~K}$ ), based on an anticipated FY20 actual rent income of $\$ 163 \mathrm{~K}$ and CPI increase in FY21, when applicable.
- Interest Income - increase of $175 \%$ or $\$ 175 \mathrm{~K}$, based on current (FY20) trends. (Average cash balance at the County Treasury being much higher than budgeted.)
- Other Non-Transportation Revenue - increase of $489 \%$ or $\$ 146 \mathrm{~K}$ due to a parking agreement for the Scotts Valley Transit Center and Park and Ride Facility.
- 1979 Gross Sales Tax ( $1 / 2$ cent) - decrease of $1.0 \%$ or $(\$ 229 \mathrm{~K})$ due to a potential unfavorable FY20 budget variance for the year and the general economic outlook for 2020 and 2021.
- 2016 Net Sales Tax (Measure D) - increase of $4.2 \%$ or $\$ 142 \mathrm{~K}$. The projected increase reflects recent trends in Measure $D$ tax revenues received by METRO.
- Transportation Development Act (TDA-LTF) - increase of $1.3 \%$ or $\$ 97 \mathrm{~K}$, as per most recent TDA claim submitted to RTC.
- FTA Sec 5307 - Operating Assistance - increase of $3.2 \%$ or $\$ 142 \mathrm{~K}$, as per current budget projections from the Federal Transit Administration (FTA) - 2020 Apportionment Table updated in February 2020.
- FTA Sec 5311 - Rural Op Assistance - increase of $7.4 \%$ or $\$ 13 \mathrm{~K}$ as per current budget projections from the Federal Transit Administration (FTA).
- STIC - increase of $3.2 \%$ or $\$ 84 \mathrm{~K}$ as per current budget projections from the Federal Transit Administration (FTA).
- TDA - STA - Operating (includes SB1) - decrease of $0.8 \%$ or ( $\$ 37 \mathrm{~K}$ ), reflecting most recent estimates (January 2020) from the State Controller's Office (SCO).
- Fuel Tax Credit - increase $12.1 \%$ or $\$ 38 \mathrm{~K}$ based on anticipated CNG usage in FY21.
Moderate increases in most Operating Revenue Sources are budgeted in FY22, such as:
- 1979 Gross Sales Tax ( $1 / 2$ cent) - increase of $1.0 \%$.
- 2016 Net Sales Tax (Measure D) - increase of $1.0 \%$.
- Transportation Development Act (TDA) - increase of 3.0\%.
- FTA Sec 5307 - Operating Assistance - increase of $2.2 \%$.
- STIC - increase of $2.2 \%$.


## B. Operating Expenses

Operating expenses total $\$ 55,043,433$ in FY21 and $\$ 56,891,843$ in FY22. Major operating expense's assumptions in the preliminary FY21 budget over the FY20 Final budget, adopted in June 2019, include:

- Personnel Expenses (Labor and Fringe Benefits) increased by 7.5\% or \$3,180K.
- Non-Personnel Expenses increased by $1.5 \%$ or $\$ 146 \mathrm{~K}$.


## Personnel Expenses:

Personnel Expenses (Labor and Fringe Benefits) increase by $7.5 \%$ or $\$ 3,180 \mathrm{~K}$ primarily due to:

- Wage Increases (1.5\% for SEIU and 3\% for SMART) and contractual obligations (step and longevity increases)
- Increase in CaIPERS retirement employer contribution from 29.4\% in FY20 to $32.8 \%$ in FY21, as per CaIPERS actuarial information.
- Budgeted increase in the medical insurance premiums for 2021:5\% (based on the average increase in the two main HMO plans for the last 5 years).
Anticipated increases are offset by:
- Planned reduction in overtime, when possible
- Possible reduction in FTEs (Full Time Equivalents; 2 FTEs - vacant positions) in the Customer Service and Purchasing Departments due to consolidation of duties and streamlined work processes.


## Non - Personnel Expenses:

Non-Personnel Expenses increase by $1.5 \%$ or $\$ 146 \mathrm{~K}$ primarily due to:

- Mobile Materials \& Supplies - increase $7.4 \%$ or $\$ 196 \mathrm{~K}$ due to anticipated increases in Fuel \& Lubricants Rev Vehicle and Parts in the Fleet Maintenance Department.
- Interest Expense - increase by $443.2 \%$ or $\$ 142 \mathrm{~K}$ due to additional interest payments on a capital lease for 14 buses.

Above increase is offset by anticipated budget reductions in the following category:

- Services - decrease of $4.8 \%$ or (\$190K) primarily due to significant reduction in Prof/Tech Fees in the Planning Department (Alternative Service Model Study).

Major Operating Expense assumptions in the preliminary FY22 budget over the FY21 budget include:
Personnel Expenses (Labor and Fringe Benefits) increase by 4.5\%

- Wage Increases ( $2.5 \%$ for SEIU and $2.25 \%$ for SMART) and contractual items (step and longevity increases).
- Projected increase in retirement as per CaIPERS Annual Valuation Reports: 34.5\%
- Anticipated increase in medical insurance premiums: 5\%, effective in January 2022.

Non-Personnel Expenses decrease by -1.9\% primarily due to services (Prof/Technical Fees).

## Transfers \& Operating Balance

Transfers total $\$ 2,219,967$ in FY21 and $\$ 311,464$ in FY22. Assumptions in the preliminary FY21 budget over the FY20 Final budget, adopted in June 2019, include:

- Transfers to Capital Budget decrease by $4.4 \%$ or ( $\$ 105 \mathrm{~K}$ ). The transfer is consistent with the goal to honor our commitment to the Capital Budget and maintain assets in a state of good repair by committing $\$ 3.0 \mathrm{M}$ each year ( $\$ 2.3 \mathrm{M}$ from the Measure D and TDA-STA transfer from Operating, and $\$ 0.7 \mathrm{M}$ from the TDA-STA-SGR that goes directly to the Capital Budget).
- Transfers to/(from) Operating and Capital Reserve Fund/Operations Sustainability Reserve decrease by $101.7 \%$ or ( $\$ 2,625 \mathrm{~K}$ ) primarily due to anticipated increases in personnel expenses in FY21, coupled with moderate increases in Revenue Sources, primarily Sales Tax. Excess operating funds, when available, should be dedicated to the funding of additional payments to METRO's Unfunded CalPERS Liability (UAL) and Other Post-Employment Benefits (OPEB).
There are no significant changes in the budgeted Transfers \& Operating Balance in FY22, with the exception of the transfers to the Operating and Capital Reserve Fund: $4,239 \%$ decrease due to the need to meet our commitment to the Capital Budget and transfer funds from the Operating and Capital Reserve/Operations Sustainability Reserves to the Capital Budget.


## C. Capital Budget

The FY21 Capital Budget as shown in Attachment D totals $\$ 29,189,900$.
The current FY21 Capital budget consists primarily of ongoing projects rolled forward from FY20, funded by a variety of sources that are further detailed on Attachment D.
In FY18, a new capital budget funding strategy was adopted by the Board that results in $\$ 3 \mathrm{M}$ per year being dedicated to the annual capital budget. This new strategy created the "Bus Replacement Fund" and establishes consistent annual transfers of STA-SB1 funds and Measure D funds to the capital budget that are needed to provide funding and stability for the required local match for obsolete fixed-route buses and Paratransit vehicles. Annual unspent Measure D and STASGR funds will 'accumulate' in the Bus Replacement Fund until they are allocated to specific projects and spent on new replacement buses and vans.

The following amounts are dedicated to the Bus Replacement Fund in FY21:

- (2016 Net Sales Tax) - Measure D - \$2,102,933 (transfer from Operating budget)
- STA-SB1 - \$162,058 (transfer from Operating budget)
- STA-SGR - \$735,009 (goes directly to the capital budget)
- Total = \$3,000,000

Noteworthy ongoing capital project activity (> \$100K) this fiscal year includes:

- Ongoing - METRO Owned ParaCruz Facility Project - \$2.3M from the Operating \& Capital Reserve Fund. The project is identified as critical to move the agency forward towards a sustainable future, in support of the METRO 10-Year Strategic Business Plan, and was approved by the Board on November 15, 2019.
- Ongoing - Pacific Station/Metro Center Redevelopment with the City of Santa Cruz - \$4M, over four years, from the Bus Replacement Fund, toward the redevelopment of the facility in conjunction with the City of Santa Cruz.
- Ongoing - Pacific Station Conceptual Design Project - Based on a recommendation from the Capital Projects Standing Committee on April 19, 2019 the full Board directed the CEO/General Manager on April 26, 2019 to initiate formal negotiations with the City of Santa Cruz on a possible Pacific Station redevelopment partnership. The Project is funded with Federal: \$121K and STASB1:\$30K funds.
- Ongoing - Financial Management Software - The current financial system was purchased in the late 1990's, more than 20 years ago, and only stores two (2) years of financial information. A Fixed Assets, Purchasing, and Budgeting module would likely be incorporated into the new financial software system for a more efficient and integrated system. The $\$ 800 \mathrm{~K}$ budgeted includes $\$ 50 \mathrm{~K}$ for consulting, funded from the Operating \& Capital Reserve Fund.
- Ongoing - Facilities Upgrades and Improvements
- Maintenance Yard - Security Hardening and Expanded Parking - \$950K from the Operating \& Capital Reserve Fund. This is Phase I of the project: Engineering Analysis to address items, such as assessment of sink hole, draining problems, underground river water, utility lines, demolition of house and removal, recommendation of concrete or asphalt for lot, etc.
- Maintenance Facility Roof Replacement - \$450K, Federal funds.
- Fuel Management System - a combination of hardware and software providing reliable and accurate, real-time control and data acquisition for vehicles, employees, fuel/fluids and tank monitor systems. The controller can then use this data to generate dozens of useful reports and/or automatically pass it along to a VMS system in real-time or at specified times of the day. The fuel system will be used to track vehicle mileage, monitor fuel and fluid usage, schedule preventive maintenance and reconcile fluids, etc. The project is funded with Federal: \$180K and Operating \& Capital Reserve Funds: \$8K.
- Bus Stop Improvements - refurbish approximately 60 used bus stops acquired from VTA. The project is funded with Federal funds: \$125K.
- Ongoing - Vehicle Replacement Projects - METRO has been awarded grants from a variety of Federal, State and local agencies to replace aging revenue and non-revenue (service) vehicles including:
- Electric Buses (7) + Infrastructure and Project Management
- CNG Bus Replacements (8)
- CNG Bus Replacements (17): Capital Lease
- ParaCruz Van Replacements (10)
- Six of the seven electric bus replacements are in alignment with METRO's strategy to begin replacing its fossil-fueled bus fleet with allelectric buses.
- The one additional electric bus will be assigned/dedicated to the Watsonville service area.
- The CNG buses will assist in the replacement of obsolete vehicles
- Ongoing - Mid-Life Bus Engine Overhauls Campaign - Mid-life overhaul increases bus reliability and reduces maintenance cost during years 7 to 12, usually enabling an additional 2 years of lower maintenance cost operation through 14 years. Meets the FTA State of Good Repair (SGR) requirements and yields partial savings in the operating fund in Fleet Maintenance.


## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Financial Stability, Stewardship \& Accountability.

## V. FINANCIAL CONSIDERATIONS/IMPACT

The proposed two-year FY21 and FY22 Operating Expenses (Attachment B) total $\$ 55,043,433$ in FY21 and $\$ 56,891,843$ in FY22. In addition, METRO will be transferring $\$ 2.3 \mathrm{M}$ in FY21 and FY22 to the Capital Budget and $\$ 0.05 \mathrm{M}$ and $\$ 2.0 \mathrm{M}$ from the Operating Sustainability Reserve Fund for a total budget of \$57,263,399 in FY21 and $\$ 57,203,307$ in FY22. This is a draft budget, which reflects recent (pre-COVID 19) data regarding revenues and expenses. The final two-year budget will be presented to the Board on June 26, 2020.
The FY21 Capital Budget - Attachment D totals $\$ 29,189,900$. This amount includes capital-funded projects rolled over from the prior year that have yet to be completed.
Due to the COVID-19 pandemic, significant reductions in all forms of revenues, particularly in passenger \& special transit fares and sales tax based revenue sources are anticipated. A number of budget balancing actions will be considered and analyzed, as more information becomes available in the next few months.

## VI. CHANGES FROM COMMITTEE

None. On May 8, 2020 the Finance, Budget and Audit Standing Committee met to review the draft FY21 and FY22 operating budget and FY21 capital budget. The Committee recommends the full Board approve the budgets as presented.

## VII. ALTERNATIVES CONSIDERED

There are no recommended alternatives at this time. Staff recommends that the Finance, Budget and Audit Standing Committee review input on the draft FY21 and FY22 Operating Budget and FY21 Capital Budget and provide additional direction to staff as necessary regarding the contents of the Operating and Capital Budgets.

## VIII. ATTACHMENTS

Attachment A: Presentation on FY21 \& FY22 Operating Budget and FY21 Capital Budget
Attachment B: FY21 and FY22 Draft Operating Budget
Attachment C: Authorized and Funded Personnel
Attachment D: FY21 Draft Capital Budget
Attachment E: Unfunded Capital Projects as of 04-30-2020

Prepared By: Kristina Mihaylova, Sr. Financial Analyst/Acting Finance Deputy Director

Board of Directors
May 15, 2020
Page 9 of 9

## IX. APPROVALS

Approved as to fiscal impact: Angela Aitken, Chief Financial Officer


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Attachment A
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14A. 1
Overview of Today's Presentation
FY21 \& FY22 Operating Budget:
• Total Revenue Sources
• Total Operating Expenses
• Total Transfers
FY21 \& FY22 Operating Budget Changes
• March 13, 2020 to May 8, 2020
Total Rev and Exp \% change vs. CPI \% Change
• Budget FY10-FY22

- Actual FY10-FY19
Projected Operating Reserve Balances
- As of June 30, 2020 (estimate)
FY21 \& FY22 Non-Controllable Operating Budget Risks
Additional Information FY21 \& FY22
FY21 Capital Budget
Budget Timeline


뭄
FY21


*The difference between Total Revenue and Total Operating Expenses equals the Transfers to Capital Budget and Operating and Capital Reserve Fund

FY20 BUDGET

Operating Deficit（FY22） ıо！̣d рəлןоsə」 әq plnous modt ssejsued＇zて入」 of Reserves are not a
 to fund ongoing budget ＇sł！ग！jep ＊Transfers to Capital Budget＋STA SGR＝\＄3M；（STA－ SGR goes directly to the Capital Budget）．



Attachment A

Operating Revenues:


[^4]Operating Budget Changes
March 13, 2020 to May 8, 2020
Operating Expenses :
Transfers:

|  | FY21 | FY22 |
| :--- | :--- | :--- |
| A: March 2020 | $\$ 2,984,276$ | $\$ 1,198,948$ |
| B: May 2020 | $\$ 2,219,967$ | $\$ 311,464$ |
| Variance (B-A) | $(\$ 764,309)$ | $(\$ 887,484)$ |



Attachment A
vs.
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Revenue
CPI $\%$
Total
Total Budget (Revenue and Expense) \% Change vs. CPI \% Change
10.0\%
5.0\%
$0.0 \%$


Total Actual Revenue and Expense \% Change vs. CPI \% Change

Projected Operating Reserve Balances
As of June 30, 2020 (estimate)
Operating Reserves as of 06/30/2020:
(estimate as of 5/8/2020)
 \$0.7M Deficient

No Minimum Balance


Year - end ciose)
Budget Risks
으N N

Non-Controlla
FY21 \& FY22
Non-Controllable Operating Budget Risks
Revenues
Passenger Fares and Paratransit Fares
Fluctuations in ridership


- Contracts being eliminated or severely reduced (UCSC, Cabrillo, City of Santa Cruz)
- Reduced Trips: almost 98\% down in Ridership since April 2020
Sales Tax and TDA - LTF
- Consumer spending stalling due to COVID-19 Pandemic
- $50 \%$ to $80 \%$ reduced sales tax receipts (March - June 2020)
( February actual sales tax receipts are down $\$ 400 \mathrm{~K}$ or $21 \%$ unfavorable variance to
budget
Federal FTA 5307, STIC, 5311
- Subject to appropriation/reauthorization
Alternative Fuel Tax Credit
 use
FY21 \& FY22
Non-Controllable Operating Budget Risks
Expenses
CNG and Diesel Engine Failures
Fuel Costs Volatility
Workers Comp Insurance
Medical Insurance
- Final costs come out in January
Contract renewals and rebids
Settlement Costs
- Costs could come in higher than previous years
Aging Fleet
Costs could come in higher than budgeted
- Increased Maintenance Costs
Changes in Unfunded Mandates
Overtime costs due to Covid-19
Covid-19 costs not reimbursed
Delay in
CARES
More government mandates for employee paid leaves that are not
reimbursable.

Board Authorized METRO Support Activities

| Santa Cruz County Fair | Senior Luncheon |
| :---: | :---: |
| Santa Cruz Follies | Metro Advisory Committee (MAC) <br> METRO Tour |
| Santa Cruz Seaside Company <br> (Late Night Transit Service to <br> Watsonville for the Summer) | Leadership Santa Cruz |

Finance:

- California Society of Municipal Finance Officers (CSMFO): $\$ 220$ Government Finance Officers Association (GFOA): \$300 Kiplinger Letters:\$100
FY21 Total: \$620 FY22 Total: \$627

Customer Service:
Miscellaneous: \$1,000
Total: \$1,000
Memberships:

| Human Resources: <br> - California Public Employers Labor Relations Associations (CaIPERLA): \$1,000 <br> " Society for Human Resource Management (SHRM): \$836 <br> - Northern California Human Resources Association (NCHRA): \$500 <br> - John Dash: \$250 <br> - Cal Chamber:\$849 <br> - Total: \$3,435 |
| :---: |
|  |  |
|  |
| - Miscellaneous: $\$ 400$ <br> - Total: \$400 |
| Purchasing: |
| - California Association of Public Procurement Officials (CAPPO): $\$ 300$ <br> " National Institute of Governmental Purchasing (NIGP): \$200 <br> - Total: \$500 |
| Fleet Maintenance: |

Cummins INSITE Fleet books Software: $\$ 3,000$ John Deere Software: $\$ 500$
Southern California Regional Transit Training Consortium (SCRTTC): \$1,000 Mitchell Online Vehicle Manuals: $\$ 500$
Allison Transp. Software: $\$ 2,000$
All Data: $\$ 1,000$
FY21 Total: $\$ 100,067$ FY22 Total: $\$ 100,074$
Board Member Travel Budget Assumptions
American Public Transportation Association (APTA) Meetings

| Annual Conference | Legislative Conference |
| :---: | :---: |
| October 2020 | March 2021 |
| Anaheim, CA | Washington, DC |
| Two Board Members | Three Board Members |

California Transit Association (CTA) Meetings

| Annual Meeting | Legislative Conference |
| :---: | :---: |
| November 2020 | May 2021 |
| Ontario Convention center | TBD |
| One Board Member | One Board Member |

Meetings with legislators and government officials in Washington, San Francisco and Sacramento, as approved by the Chair of the Board.
Expenses related to Board Members meeting with CEO/General Manager and Staff.
sopanas
Department

| $\$ 4,000$ | $\$ 4,000$ | Administration |
| :---: | :---: | :---: |
| $\$ 5,000$ | $\$ 5,000$ | Administration |
| $\$ 1,000$ | $\$ 1,000$ | Administration |
| $\$ 8,000$ <br> $\$ 200$ | $\$ 8,000$ <br> $\$ 3,000$ | Administration <br> Customer Service |
| $\$ 3,000$ | Risk Management |  |

Employee

| District Service Awards |
| ---: |
| Employee Picnic and Holiday <br> Party |
| Transit Driver Appreciation Day |
| Awards <br> (new) |
| Safe Driver Certificates/Patches <br> Line Instruction Patches |
| Awards |
| Total |

Attachment A

FY21 Capital Budget

14A. 25

Attachment A
FY21 Capital Budget - Projects: $\mathbf{\$ 2 9 . 2 M *}$ (in \$ millions)


## (1) (J)



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## Attachment B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET REVENUE SOURCES

| REVENUE SOURCE |  | Jun-19 BUDGET FY20 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE BUDG FY20 BUDG FY21 | May-20 <br> BUDGET <br> FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | Passenger Fares | 2,425,337 | 2,371,000 | -2.2\% | 2,371,000 | 0.0\% |
| 2 | Special Transit Fares | 5,632,252 | 5,584,803 | -0.8\% | 5,584,803 | 0.0\% |
| 3 | Paratransit Fares | 291,566 | 291,566 | 0.0\% | 291,566 | 0.0\% |
| 4 | Highway 17 Fares | 1,487,489 | 1,489,600 | 0.1\% | 1,459,808 | -2.0\% |
| 5 | Highway 17 Payments | 536,491 | 517,803 | -3.5\% | 522,769 | 1.0\% |
| 6 | Commissions | 2,500 | 2,500 | 0.0\% | 2,500 | 0.0\% |
| 7 | Advertising Income | 275,000 | 343,750 | 25.0\% | 429,688 | 25.0\% |
| 8 | Rent Income | 180,000 | 165,000 | -8.3\% | 165,000 | 0.0\% |
| 9 | Interest Income | 100,000 | 275,000 | 175.0\% | 200,000 | -27.3\% |
| 10 | Other Non-Transp Revenue | 30,000 | 176,700 | 489.0\% | 30,000 | -83.0\% |
| 11 | 1979 Gross Sales Tax (1/2 cent) | 22,617,238 | 22,388,476 | -1.0\% | 22,612,361 | 1.0\% |
| 12 | 2016 Net Sales Tax (Measure D) | 3,358,289 | 3,500,617 | 4.2\% | 3,535,623 | 1.0\% |
| 13 | Transp Dev Act (TDA - LTF) Funds | 7,531,910 | 7,628,850 | 1.3\% | 7,857,716 | 3.0\% |
| $14^{*}$ | FTA Sec 5307 - Op Assistance | 4,441,297 | 4,582,912 | 3.2\% | 4,683,278 | 2.2\% |
| 15 | FTA Sec 5311 - Rural Op Asst | 178,139 | 191,234 | 7.4\% | 195,422 | 2.2\% |
| 16 | AMBAG/Misc. Grant Funding | 205,000 | 205,000 | 0.0\% | 5,000 | -97.6\% |
| 17 | STIC | 2,619,113 | 2,702,626 | 3.2\% | 2,761,814 | 2.2\% |
| 18 | TDA - STA - Operating (Includes SB1) | 4,530,969 | 4,494,411 | -0.8\% | 4,494,411 | 0.0\% |
| 19 | Fuel Tax Credit | 313,126 | 351,000 | 12.1\% | - | -100.0\% |
| 20 | Medicare Subsidy | 550 | 550 | 0.0\% | 550 | 0.0\% |

[^5]FTA funding is used solely to fund labor expense

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | 8,976,794 | 9,756,207 | 8.7\% | 10,136,098 | 3.9\% |
| 501013 Bus Operator OT | 1,249,806 | 1,000,001 | -20.0\% | 1,039,148 | 3.9\% |
| 501021 Other Salaries | 8,500,829 | 8,948,455 | 5.3\% | 9,232,643 | 3.2\% |
| 501023 Other OT | 615,696 | 679,610 | 10.4\% | 707,273 | 4.1\% |
| Totals | 19,343,124 | 20,384,273 | 5.4\% | 21,115,162 | 3.6\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 338,125 | 356,406 | 5.4\% | 368,527 | 3.4\% |
| 502021 Retirement | 6,288,626 | 7,476,815 | 18.9\% | 8,113,491 | 8.5\% |
| 502031 Medical Ins | 10,297,885 | 10,931,645 | 6.2\% | 11,415,139 | 4.4\% |
| 502041 Dental Ins | 471,737 | 446,150 | -5.4\% | 453,363 | 1.6\% |
| 502045 Vision Ins | 124,091 | 107,296 | -13.5\% | 110,300 | 2.8\% |
| 502051 Life Ins/AD\&D | 51,735 | 51,068 | -1.3\% | 52,440 | 2.7\% |
| 502060 State Disability Ins (SDI) | 234,438 | 247,194 | 5.4\% | 264,571 | 7.0\% |
| 502061 Long Term Disability Ins | 151,493 | 150,499 | -0.7\% | 157,104 | 4.4\% |
| 502071 State Unemployment Ins (SUI) | 55,512 | 40,824 | -26.5\% | 43,444 | 6.4\% |
| 502081 Worker's Comp Ins | 928,818 | 956,683 | 3.0\% | 985,383 | 3.0\% |
| 502101 Holiday Pay | 655,718 | 697,537 | 6.4\% | 723,407 | 3.7\% |
| 502103 Floating Holiday | 113,993 | 116,245 | 2.0\% | 118,374 | 1.8\% |
| 502109 Sick Leave | 1,005,413 | 1,069,838 | 6.4\% | 1,109,569 | 3.7\% |
| 502111 Annual Leave | 1,966,061 | 2,148,373 | 9.3\% | 2,179,570 | 1.5\% |
| 502121 Other Paid Absence | 153,684 | 163,485 | 6.4\% | 169,549 | 3.7\% |
| 502251 Phys. Exams | 11,183 | 11,083 | -0.9\% | 11,083 | 0.0\% |
| 502253 Driver Lic Renewal | 2,911 | 3,011 | 3.4\% | 3,411 | 13.3\% |
| 502999 Other Fringe Benefits | 60,581 | 76,713 | 26.6\% | 72,783 | -5.1\% |

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET Consolidated Expense

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICES |  |  |  |  |  |
| 503011 Accting/Audit Fees | 105,250 | 98,402 | -6.5\% | 100,250 | 1.9\% |
| 503012 Admin/Bank Fees | 417,244 | 468,321 | 12.2\% | 475,000 | 1.4\% |
| 503031 Prof/Technical Fees | 932,204 | 704,864 | -24.4\% | 513,180 | -27.2\% |
| 503032 Legislative Services | 101,000 | 101,000 | 0.0\% | 101,000 | 0.0\% |
| 503033 Legal Services | 400,000 | 400,000 | 0.0\% | 400,000 | 0.0\% |
| 503034 Pre-Employment Exams | 7,450 | 7,450 | 0.0\% | 7,450 | 0.0\% |
| 503041 Temp Help | - | - | 0.0\% | - | 0.0\% |
| 503161 Custodial Services | 9,500 | 9,000 | -5.3\% | 9,000 | 0.0\% |
| 503162 Uniforms/Laundry | 26,600 | 25,600 | -3.8\% | 25,600 | 0.0\% |
| 503171 Security Services | 559,002 | 589,000 | 5.4\% | 600,500 | 2.0\% |
| 503221 Classified/Legal Ads | 21,900 | 19,200 | -12.3\% | 19,200 | 0.0\% |
| 503222 Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503225 Graphic Services | 75,000 | 50,000 | -33.3\% | 50,000 | 0.0\% |
| 503351 Repair - Bldg \& Impr | 53,000 | 73,000 | 37.7\% | 73,000 | 0.0\% |
| 503352 Repair - Equipment | 697,500 | 713,000 | 2.2\% | 709,700 | -0.5\% |
| 503353 Repair - Rev Vehicle | 501,000 | 450,000 | -10.2\% | 450,000 | 0.0\% |
| 503354 Repair - Non Rev Vehicle | 25,000 | 20,000 | -20.0\% | 20,000 | 0.0\% |
| 503363 Haz Mat Disposal | 50,000 | 63,000 | 26.0\% | 63,000 | 0.0\% |
| Totals | 3,981,650 | 3,791,837 | -4.8\% | 3,616,880 | -4.6\% |
| MOBILE MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504011 Fuels \& Lubricants - Non Rev Veh | 71,000 | 76,000 | 7.0\% | 76,000 | 0.0\% |
| 504012 Fuels \& Lubricants - Rev Veh | 1,500,000 | 1,600,000 | 6.7\% | 1,600,000 | 0.0\% |
| 504021 Tires \& Tubes | 188,500 | 180,000 | -4.5\% | 180,000 | 0.0\% |
| 504161 Other Mobile Supplies | - | - | 0.0\% | - | 0.0\% |
| 504191 Rev Vehicle Parts | 900,500 | 1,000,000 | 11.0\% | 1,000,000 | 0.0\% |
| Totals | 2,660,000 | 2,856,000 | 7.4\% | 2,856,000 | 0.0\% |

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE <br> BUDG FY20 <br> BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| OTHER MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504205 Freight Out | 8,000 | 8,000 | 0.0\% | 8,000 | 0.0\% |
| 504211 Postage \& Mailing | 10,360 | 10,320 | -0.4\% | 10,320 | 0.0\% |
| 504214 Promotional Items | 30,900 | 25,000 | -19.1\% | 25,000 | 0.0\% |
| 504215 Printing | 53,675 | 55,950 | 4.2\% | 51,900 | -7.2\% |
| 504217 Photo Supp/Process | 2,000 | 2,000 | 0.0\% | 2,000 | 0.0\% |
| 504311 Office Supplies | 72,300 | 72,600 | 0.4\% | 71,600 | -1.4\% |
| 504315 Safety Supplies | 26,620 | 28,620 | 7.5\% | 27,820 | -2.8\% |
| 504317 Cleaning Supplies | 52,100 | 60,600 | 16.3\% | 60,600 | 0.0\% |
| 504409 Repair/Maint Supplies | 120,000 | 120,000 | 0.0\% | 120,000 | 0.0\% |
| 504417 Tenant Repairs | 14,000 | 10,000 | -28.6\% | 10,000 | 0.0\% |
| 504421 Non-Inventory Parts | 50,000 | 50,000 | 0.0\% | 50,000 | 0.0\% |
| 504511 Small Tools | 13,900 | 15,000 | 7.9\% | 15,000 | 0.0\% |
| 504515 Employee Tool Replacement | 3,000 | 3,000 | 0.0\% | 3,000 | 0.0\% |
| Totals | 456,855 | 461,090 | 0.9\% | 455,240 | -1.3\% |
| UTILITIES |  |  |  |  |  |
| 505011 Gas \& Electric | 319,000 | 312,000 | -2.2\% | 312,000 | 0.0\% |
| 505021 Water \& Garbage | 186,400 | 180,000 | -3.4\% | 180,000 | 0.0\% |
| 505031 Telecommunications | 138,000 | 157,000 | 13.8\% | 157,000 | 0.0\% |
| Totals | 643,400 | 649,000 | 0.9\% | 649,000 | 0.0\% |
| CASUALTY \& LIABILITY |  |  |  |  |  |
| 506011 Insurance - Property | 64,329 | 66,630 | 3.6\% | 66,630 | 0.0\% |
| 506015 Insurance - PL/PD | 679,250 | 686,433 | 1.1\% | 686,433 | 0.0\% |
| 506021 Insurance - Other | 40,179 | 37,216 | -7.4\% | 37,216 | 0.0\% |
| 506123 Settlement Costs | 150,000 | 150,000 | 0.0\% | 150,000 | 0.0\% |
| 506127 Repairs - District Prop | - | - | 0.0\% | - | 0.0\% |
| Totals | 933,758 | 940,279 | 0.7\% | 940,279 | 0.0\% |
| TAXES |  |  |  |  |  |
| 507051 Fuel Tax | 15,000 | 15,000 | 0.0\% | 15,000 | 0.0\% |
| 507201 Licenses \& Permits | 22,000 | 24,000 | 9.1\% | 24,000 | 0.0\% |
| 507999 Other Taxes | 15,000 | 15,000 | 0.0\% | 15,000 | 0.0\% |
| Totals | 52,000 | 54,000 | 3.8\% | 54,000 | 0.0\% |

Totals

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET

| Jun-19 | May-20 | \% CHANGE | May-20 | \% CHANGE |
| :---: | :---: | :---: | :---: | :---: |
| BUDGET | BUDGET | BUDG FY20 | BUDGET | BUDG FY21 |
| FY20 | FY21 | BUDG FY21 | FY22 | BUDG FY22 |


| PURCHASED TRANS. |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 503406 Contract/Paratransit |  | - | - | 0.0\% | - | 0.0\% |
|  | Totals | - | - | 0.0\% | - | 0.0\% |
| MISC EXPENSE |  |  |  |  |  |  |
| 509011 Dues/Subscriptions |  | 91,142 | 100,067 | 9.8\% | 100,074 | 0.0\% |
| 509081 Advertising - District Promo |  | 5,000 | 15,000 | 200.0\% | 15,000 | 0.0\% |
| 509101 Employee Incentive Program |  | 19,200 | 24,500 | 27.6\% | 24,500 | 0.0\% |
| 509121 Employee Training |  | 214,834 | 168,404 | -21.6\% | 167,404 | -0.6\% |
| 509122 BOD Travel |  | 15,000 | 13,000 | -13.3\% | 13,000 | 0.0\% |
| 509123 Travel |  | 88,500 | 110,650 | 25.0\% | 102,820 | -7.1\% |
| 509125 Local Meeting Expense |  | 12,150 | 11,550 | -4.9\% | 11,550 | 0.0\% |
| 509127 Board Director Fees |  | 12,600 | 12,600 | 0.0\% | 12,600 | 0.0\% |
| 509150 Contributions |  | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short |  | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense |  | - | - | 0.0\% | - | 0.0\% |
|  | Totals | 458,426 | 455,771 | -0.6\% | 446,948 | -1.9\% |
| INTEREST EXPENSE |  |  |  |  |  |  |
| 511102 Interest Expense |  | 32,097 | 174,346 | 443.2\% | 166,356 | -4.6\% |
|  | Totals | 32,097 | 174,346 | 443.2\% | 166,356 | -4.6\% |
| LEASES \& RENTALS |  |  |  |  |  |  |
| 512011 Facility Lease |  | 232,533 | 214,970 | -7.6\% | 229,470 | 6.7\% |
| 512061 Equipment Rental |  | 11,800 | 11,000 | -6.8\% | 11,000 | 0.0\% |
|  | Totals | 244,333 | 225,970 | -7.5\% | 240,470 | 6.4\% |
| PERSONNEL TOTAL |  | 42,255,127 | 45,435,140 | 7.5\% | 47,466,670 | 4.5\% |
| NON-PERSONNEL TOTAL |  | 9,462,519 | 9,608,293 | 1.5\% | 9,425,173 | -1.9\% |
| TOTAL OPERATING EXPENSES |  | 51,717,646 | 55,043,433 | 6.4\% | 56,891,843 | 3.4\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
TRANSFERS \& OPERATING BALANCE

| TRANSFERS | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Transfers to Capital Budget |  |  |  |  |  |
| 1 Transfer to Capital Budget (2016 Net Sales Tax Measure D)* | 2,046,031 | 2,102,933 | 2.8\% | 2,080,686 | -1.1\% |
| 2 Transfer to Capital Budget (TDA - STA - Operating, Includes SB1) | 322,746 | 162,058 | -49.8\% | 184,305 | 13.7\% |
| Totals | 2,368,777 | 2,264,991 | -4.4\% | 2,264,991 | 0.0\% |
| Transfers to/(from) Operating and Capital Reserve Fund |  |  |  |  |  |
| 3 Transfer to Operating and Capital Reserve Fund (Fuel Tax Credit)** | 313,126 |  | -100.0\% |  | 0.0\% |
| 4 Transfer to Operating and Capital Reserve Fund (Calpers UAL \& OPEB Transfer to/(from) Operating and Capital Reserve Fund/Operations | 2,000,000 | - | -100.0\% | (195327) | 0.0\% |
| 5 Sustainability Reserve | 356,717 | $(45,024)$ | -112.6\% | $(1,953,527)$ | 4238.9\% |
| Totals | 2,669,843 | $(45,024)$ | -101.7\% | $(1,953,527)$ | 4238.9\% |
| TOTAL TRANSFERS | 5,038,620 | 2,219,967 | -55.9\% | 311,464 | -86.0\% |
| total revenue | 56,756,266 | 57,263,399 | 0.9\% | 57,203,307 | -0.1\% |
| TOTAL EXPENSES | 51,717,646 | 55,043,433 | 6.4\% | 56,891,843 | 3.4\% |
| TOTAL TRANSFERS | $(5,038,620)$ | $(2,219,967)$ | -55.9\% | $(311,464)$ | -86.0\% |
| OPERATING BALANCE | (0) | (0) | 325.5\% | 0 | $\underline{-207.0 \%}$ |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
DEPARTMENT

| DEPARTMENT | Mar-20 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{aligned} & \text { May-20 } \\ & \text { BUDGET } \\ & \text { FY22 } \end{aligned}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1100 Administration | 1,203,842 | 1,287,241 | 6.9\% | 1,316,565 | 2.3\% |
| 1200 Finance | 2,603,854 | 3,153,920 | 21.1\% | 3,098,416 | -1.8\% |
| 1300 Customer Service | 2,006,579 | 2,167,394 | 8.0\% | 2,196,391 | 1.3\% |
| 1400 Human Resources | 1,043,009 | 1,064,670 | 2.1\% | 1,115,686 | 4.8\% |
| 1500 Information Technology | 1,334,310 | 1,342,107 | 0.6\% | 1,367,311 | 1.9\% |
| Planning, Grants, 1600 Governmental Affaires | 1,441,837 | 1,243,105 | -13.8\% | 1,144,349 | -7.9\% |
| 1700 District Counsel | 406,000 | 406,000 | 0.0\% | 406,000 | 0.0\% |
| Safety, Security , and Risk 1800 Management | 1,038,443 | 1,111,915 | 7.1\% | 1,117,388 | 0.5\% |
| 1900 Purchasing | 1,062,456 | 960,947 | -9.6\% | 986,457 | 2.7\% |
| 2200 Facilities Maintenance | 3,199,427 | 3,441,015 | 7.6\% | 3,584,326 | 4.2\% |
| 3100 Paratransit Program | 4,519,959 | 4,941,233 | 9.3\% | 5,184,731 | 4.9\% |
| 3200 Operations | 2,586,980 | 2,853,658 | 10.3\% | 2,984,818 | 4.6\% |
| 3300 Bus Operators | 17,800,434 | 19,148,193 | 7.6\% | 20,048,990 | 4.7\% |
| 4100 Fleet Maintenance | 8,161,588 | 8,538,011 | 4.6\% | 8,790,168 | 3.0\% |
| 9001 Cobra Benefits | - | - | 0.0\% | - | 0.0\% |
| 9005 Retired Employee Benefits | 3,308,678 | 3,383,772 | 2.3\% | 3,549,996 | 4.9\% |
| 700 SCCIC | 250 | 250 | 0.0\% | 250 | 0.0\% |

## Attachment B



## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| OTHER MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504205 Freight Out | - | - | 0.0\% | - | 0.0\% |
| 504211 Postage \& Mailing | 4,500 | 4,500 | 0.0\% | 4,500 | 0.0\% |
| 504214 Promotional Items | - | - | 0.0\% | - | 0.0\% |
| 504215 Printing | 1,100 | 4,000 | 263.6\% | 4,000 | 0.0\% |
| 504217 Photo Supp/Process | - | - | 0.0\% | - | 0.0\% |
| 504311 Office Supplies | 22,000 | 20,000 | -9.1\% | 20,000 | 0.0\% |
| 504315 Safety Supplies | - | - | 0.0\% | - | 0.0\% |
| 504317 Cleaning Supplies | - | - | 0.0\% | - | 0.0\% |
| 504409 Repair/Maint Supplies | - | - | 0.0\% | - | 0.0\% |
| 504417 Tenant Repairs | - | - | 0.0\% | - | 0.0\% |
| 504421 Non-Inventory Parts | - | - | 0.0\% | - | 0.0\% |
| 504511 Small Tools | - | - | 0.0\% | - | 0.0\% |
| 504515 Employee Tool Replacement | - | - | 0.0\% | - | 0.0\% |
| Totals | 27,600 | 28,500 | 3.3\% | 28,500 | 0.0\% |
| UTILITIES |  |  |  |  |  |
| 505011 Gas \& Electric | - | - | 0.0\% | - | 0.0\% |
| 505021 Water \& Garbage | - | - | 0.0\% | - | 0.0\% |
| 505031 Telecommunications | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| CASUALTY \& LIABILITY |  |  |  |  |  |
| 506011 Insurance - Property | - | - | 0.0\% | - | 0.0\% |
| 506015 Insurance - PL/PD | - | - | 0.0\% | - | 0.0\% |
| 506021 Insurance - Other | - | - | 0.0\% | - | 0.0\% |
| 506123 Settlement Costs | - | - | 0.0\% | - | 0.0\% |
| 506127 Repairs - District Prop | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| TAXES |  |  |  |  |  |
| 507051 Fuel Tax | - | - | 0.0\% | - | 0.0\% |
| 507201 Licenses \& Permits | - | - | 0.0\% | - | 0.0\% |
| 507999 Other Taxes | - | - | 0.0\% | - | 0.0\% |

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | - | - | 0.0\% | - | 0.0\% |
| 501013 Bus Operator OT |  | - | 0.0\% |  | 0.0\% |
| 501021 Other Salaries | 657,933 | 756,441 | 15.0\% | 773,314 | 2.2\% |
| 501023 Other OT | 3,290 | 2,210 | -32.8\% | 2,259 | 2.2\% |
| Totals | 661,222 | 758,650 | 14.7\% | 775,572 | 2.2\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 12,026 | 14,733 | 22.5\% | 14,117 | -4.2\% |
| 502021 Retirement | 243,277 | 332,641 | 36.7\% | 334,715 | 0.6\% |
| 502031 Medical Ins | 212,744 | 268,522 | 26.2\% | 282,053 | 5.0\% |
| 502041 Dental Ins | 11,901 | 13,334 | 12.0\% | 13,534 | 1.5\% |
| 502045 Vision Ins | 2,532 | 2,503 | -1.2\% | 2,578 | 3.0\% |
| 502051 Life Ins/AD\&D | 1,144 | 1,365 | 19.3\% | 1,406 | 3.0\% |
| 502060 State Disability Ins (SDI) | 7,460 | 8,747 | 17.2\% | 9,400 | 7.5\% |
| 502061 Long Term Disability Ins | 4,815 | 5,303 | 10.1\% | 5,495 | 3.6\% |
| 502071 State Unemployment Ins (SUI) | 1,366 | 1,134 | -17.0\% | 1,069 | -5.7\% |
| 502081 Worker's Comp Ins | 20,906 | 23,549 | 12.6\% | 24,256 | 3.0\% |
| 502101 Holiday Pay | 25,021 | 28,593 | 14.3\% | 29,491 | 3.1\% |
| 502103 Floating Holiday | 14,158 | 17,540 | 23.9\% | 17,710 | 1.0\% |
| 502109 Sick Leave | 37,532 | 42,889 | 14.3\% | 44,236 | 3.1\% |
| 502111 Annual Leave | 85,559 | 161,676 | 89.0\% | 99,653 | -38.4\% |
| 502121 Other Paid Absence | 5,864 | 6,701 | 14.3\% | 6,912 | 3.1\% |
| 502251 Phys. Exams | - | - | 0.0\% | - | 0.0\% |
| 502253 Driver Lic Renewal | - | - | 0.0\% | ${ }^{-}$ | 0.0\% |
| 502999 Other Fringe Benefits | 4,129 | 6,093 | 47.6\% | 6,100 | 0.1\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | - | - | 0.0\% | - | 0.0\% |
| 501013 Bus Operator OT |  | - | 0.0\% | - | 0.0\% |
| 501021 Other Salaries | 773,853 | 811,804 | 4.9\% | 844,410 | 4.0\% |
| 501023 Other OT | 18,000 | 35,000 | 94.4\% | 36,406 | 4.0\% |
| Totals | 791,853 | 846,804 | 6.9\% | 880,816 | 4.0\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 13,983 | 14,880 | 6.4\% | 15,503 | 4.2\% |
| 502021 Retirement | 278,696 | 325,221 | 16.7\% | 355,890 | 9.4\% |
| 502031 Medical Ins | 383,395 | 400,612 | 4.5\% | 417,340 | 4.2\% |
| 502041 Dental Ins | 22,012 | 21,175 | -3.8\% | 21,493 | 1.5\% |
| 502045 Vision Ins | 5,381 | 4,450 | -17.3\% | 4,583 | 3.0\% |
| 502051 Life Ins/AD\&D | 1,992 | 1,978 | -0.7\% | 2,038 | 3.0\% |
| 502060 State Disability Ins (SDI) | 9,933 | 10,541 | 6.1\% | 11,343 | 7.6\% |
| 502061 Long Term Disability Ins | 7,456 | 7,444 | -0.2\% | 7,893 | 6.0\% |
| 502071 State Unemployment Ins (SUI) | 2,904 | 2,016 | -30.6\% | 2,139 | 6.1\% |
| 502081 Worker's Comp Ins | 38,825 | 50,042 | 28.9\% | 51,543 | 3.0\% |
| 502101 Holiday Pay | 28,686 | 30,067 | 4.8\% | 31,345 | 4.3\% |
| 502103 Floating Holiday | 4,794 | 5,284 | 10.2\% | 5,284 | 0.0\% |
| 502109 Sick Leave | 43,029 | 45,101 | 4.8\% | 47,018 | 4.3\% |
| 502111 Annual Leave | 89,252 | 91,921 | 3.0\% | 97,358 | 5.9\% |
| 502121 Other Paid Absence | 6,723 | 7,047 | 4.8\% | 7,347 | 4.3\% |
| 502251 Phys. Exams | - | - | 0.0\% | - | 0.0\% |
| 502253 Driver Lic Renewal |  |  | 0.0\% | - | 0.0\% |
| 502999 Other Fringe Benefits | 2,437 | 2,382 | -2.3\% | 2,395 | 0.5\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ACCOUNT

| ACCOUNT | Jun-19 <br> BUDGET <br> FY20 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE <br> BUDG FY20 <br> BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | 1,400 | 1,000 | -28.6\% | 1,000 | 0.0\% |
| 509081 Advertising - District Promo | 5,000 | 15,000 | 200.0\% | 15,000 | 0.0\% |
| 509101 Employee Incentive Program | 200 | 200 | 0.0\% | 200 | 0.0\% |
| 509121 Employee Training | 16,064 | 16,064 | 0.0\% | 16,064 | 0.0\% |
| 509122 BOD Travel | - | - | 0.0\% | - | 0.0\% |
| 509123 Travel | 6,000 | 6,700 | 11.7\% | 6,700 | 0.0\% |
| 509125 Local Meeting Expense | 200 | 300 | 50.0\% | 300 | 0.0\% |
| 509127 Board Director Fees | - | - | 0.0\% | - | 0.0\% |
| 509150 Contributions | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | 28,864 | 39,264 | 36.0\% | 39,264 | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512011 Facility Lease | - | - | 0.0\% | - | 0.0\% |
| 512061 Equipment Rental | 4,000 | 4,000 | 0.0\% | 4,000 | 0.0\% |
| Totals | 4,000 | 4,000 | 0.0\% | 4,000 | 0.0\% |
| PERSONNEL TOTAL | 1,731,351 | 1,866,966 | 7.8\% | 1,961,327 | 5.1\% |
| NON-PERSONNEL TOTAL | 275,228 | 300,428 | 9.2\% | 235,064 | -21.8\% |
| DEPARTMENT TOTALS | 2,006,579 | 2,167,394 | 8.0\% | 2,196,391 | 1.3\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | - | - | 0.0\% | - | 0.0\% |
| 501013 Bus Operator OT |  | - | 0.0\% | - | 0.0\% |
| 501021 Other Salaries | 469,780 | 457,005 | -2.7\% | 473,488 | 3.6\% |
| 501023 Other OT | 4,678 | 5,000 | 6.9\% | 5,180 | 3.6\% |
| Totals | 474,458 | 462,005 | -2.6\% | 478,669 | 3.6\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 8,366 | 8,083 | -3.4\% | 8,479 | 4.9\% |
| 502021 Retirement | 168,534 | 181,251 | 7.5\% | 199,713 | 10.2\% |
| 502031 Medical Ins | 109,087 | 135,927 | 24.6\% | 141,427 | 4.0\% |
| 502041 Dental Ins | 7,012 | 6,840 | -2.5\% | 6,943 | 1.5\% |
| 502045 Vision Ins | 1,899 | 1,669 | -12.1\% | 1,719 | 3.0\% |
| 502051 Life Ins/AD\&D | 806 | 910 | 12.8\% | 937 | 3.0\% |
| 502060 State Disability Ins (SDI) | 5,424 | 5,512 | 1.6\% | 5,928 | 7.6\% |
| 502061 Long Term Disability Ins | 3,773 | 3,647 | -3.3\% | 3,826 | 4.9\% |
| 502071 State Unemployment Ins (SUI) | 1,025 | 756 | -26.2\% | 802 | 6.1\% |
| 502081 Worker's Comp Ins | 14,933 | 17,662 | 18.3\% | 18,192 | 3.0\% |
| 502101 Holiday Pay | 17,548 | 16,998 | -3.1\% | 17,832 | 4.9\% |
| 502103 Floating Holiday | 12,146 | 10,927 | -10.0\% | 11,473 | 5.0\% |
| 502109 Sick Leave | 26,321 | 25,497 | -3.1\% | 26,748 | 4.9\% |
| 502111 Annual Leave | 42,363 | 38,017 | -10.3\% | 45,828 | 20.5\% |
| 502121 Other Paid Absence | 4,113 | 3,984 | -3.1\% | 4,179 | 4.9\% |
| 502251 Phys. Exams | - | - | 0.0\% | - | 0.0\% |
| 502253 Driver Lic Renewal | - | - | 0.0\% | - | 0.0\% |
| 502999 Other Fringe Benefits | 4,072 | 4,062 | -0.2\% | 4,067 | 0.1\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Human Resources - 1400

| ACCOUNT | Jun-19 <br> BUDGET <br> FY20 | May-20 <br> BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | 2,586 | 3,435 | 32.8\% | 3,435 | 0.0\% |
| 509081 Advertising - District Promo | - | - | 0.0\% | - | 0.0\% |
| 509101 Employee Incentive Program | - | - | 0.0\% | - | 0.0\% |
| 509121 Employee Training | 27,000 | 28,040 | 3.9\% | 28,040 | 0.0\% |
| 509122 BOD Travel | - | - | 0.0\% | - | 0.0\% |
| 509123 Travel | 4,000 | 4,000 | 0.0\% | 4,000 | 0.0\% |
| 509125 Local Meeting Expense | 1,800 | 1,000 | -44.4\% | 1,000 | 0.0\% |
| 509127 Board Director Fees | - | - | 0.0\% | - | 0.0\% |
| 509150 Contributions | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | 35,386 | 36,475 | 3.1\% | 36,475 | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512011 Facility Lease | - | - | 0.0\% | - | 0.0\% |
| 512061 Equipment Rental | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| PERSONNEL TOTAL | 901,879 | 923,746 | 2.4\% | 976,762 | 5.7\% |
| NON-PERSONNEL TOTAL | 141,131 | 140,925 | -0.1\% | 138,925 | -1.4\% |
| DEPARTMENT TOTALS | 1,043,009 | 1,064,670 | 2.1\% | 1,115,686 | 4.8\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | - | - | 0.0\% |  | 0.0\% |
| 501013 Bus Operator OT | - | - | 0.0\% | - | 0.0\% |
| 501021 Other Salaries | 485,408 | 510,287 | 5.1\% | 516,447 | 1.2\% |
| 501023 Other OT | 2,427 | 1,000 | -58.8\% | 1,012 | 1.2\% |
| Totals | 487,835 | 511,287 | 4.8\% | 517,459 | 1.2\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 8,830 | 9,210 | 4.3\% | 9,353 | 1.6\% |
| 502021 Retirement | 178,629 | 208,078 | 16.5\% | 221,933 | 6.7\% |
| 502031 Medical Ins | 112,246 | 82,926 | -26.1\% | 86,483 | 4.3\% |
| 502041 Dental Ins | 5,414 | 5,282 | -2.4\% | 5,362 | 1.5\% |
| 502045 Vision Ins | 1,583 | 1,391 | -12.1\% | 1,432 | 3.0\% |
| 502051 Life Ins/AD\&D | 1,117 | 896 | -19.8\% | 923 | 3.0\% |
| 502060 State Disability Ins (SDI) | 5,292 | 5,667 | 7.1\% | 6,022 | 6.3\% |
| 502061 Long Term Disability Ins | 3,843 | 3,731 | -2.9\% | 3,843 | 3.0\% |
| 502071 State Unemployment Ins (SUI) | 854 | 630 | -26.2\% | 668 | 6.1\% |
| 502081 Worker's Comp Ins | 14,933 | 14,718 | -1.4\% | 15,160 | 3.0\% |
| 502101 Holiday Pay | 18,663 | 19,514 | 4.6\% | 19,816 | 1.6\% |
| 502103 Floating Holiday | 19,297 | 19,297 | 0.0\% | 19,297 | 0.0\% |
| 502109 Sick Leave | 27,995 | 29,270 | 4.6\% | 29,724 | 1.6\% |
| 502111 Annual Leave | 50,813 | 51,251 | 0.9\% | 54,101 | 5.6\% |
| 502121 Other Paid Absence | 4,374 | 4,574 | 4.6\% | 4,644 | 1.6\% |
| 502251 Phys. Exams | - | - | 0.0\% | - | 0.0\% |
| 502253 Driver Lic Renewal | - | - | 0.0\% | - | 0.0\% |
| 502999 Other Fringe Benefits | 5,993 | 5,985 | -0.1\% | 5,989 | 0.1\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 <br> BUDGET <br> FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICES |  |  |  |  |  |
| 503011 Accting/Audit Fees | - | - | 0.0\% | - | 0.0\% |
| 503012 Admin/Bank Fees | - | - | 0.0\% | - | 0.0\% |
| 503031 Prof/Technical Fees | 6,400 | 6,000 | -6.3\% | 6,000 | 0.0\% |
| 503032 Legislative Services | - | - | 0.0\% | - | 0.0\% |
| 503033 Legal Services | - | - | 0.0\% | - | 0.0\% |
| 503034 Pre-Employment Exams |  | - | 0.0\% | - | 0.0\% |
| 503041 Temp Help |  | - | 0.0\% | - | 0.0\% |
| 503161 Custodial Services | - | - | 0.0\% | - | 0.0\% |
| 503162 Uniforms/Laundry | - | - | 0.0\% | - | 0.0\% |
| 503171 Security Services | - | - | 0.0\% | - | 0.0\% |
| 503221 Classified/Legal Ads | - | - | 0.0\% |  | 0.0\% |
| 503222 Legal Ads |  |  | 0.0\% |  | 0.0\% |
| 503225 Graphic Services |  |  | 0.0\% |  | 0.0\% |
| 503351 Repair - Bldg \& Impr |  | - | 0.0\% | - | 0.0\% |
| 503352 Repair - Equipment | 346,300 | 328,500 | -5.1\% | 325,200 | -1.0\% |
| 503353 Repair - Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503354 Repair - Non Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503363 Haz Mat Disposal | - | - | 0.0\% | - | 0.0\% |
| Totals | 352,700 | 334,500 | -5.2\% | 331,200 | -1.0\% |
| MOBILE MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504011 Fuels \& Lubricants - Non Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504012 Fuels \& Lubricants - Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504021 Tires \& Tubes | - | - | 0.0\% | - | 0.0\% |
| 504161 Other Mobile Supplies | - | - | 0.0\% | - | 0.0\% |
| 504191 Rev Vehicle Parts | - | - | 0.0\% | - | 0.0\% |

## Totals

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Information Technology -1500 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Information Technology -1500



 UTILITIES
505011 Gas \& Electric
505021 Water \& Garbage
505031 Telecommunications



## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET

## $\begin{array}{ccccc}\text { Jun-19 } & \text { May-20 } & \text { \% CHANGE } & \text { May-20 } & \text { \% CHANGE } \\ \text { BUDGET } & \text { BUDGET } & \text { BUDG FY20 } & \text { BUDGET } & \text { BUDG FY21 }\end{array}$



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ACCOUNT
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$$
\begin{aligned}
& \text { INTEREST EXPENSE } \\
& 511102 \text { Interest Expense } \\
& \\
& \text { LEASES \& RENTALS } \\
& 512011 \text { Facility Lease } \\
& 512061 \text { Equipment Rental }
\end{aligned}
$$
\]

NON-PERSONNEL TOTAL
DEPARTMENT TOTALS

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET
Planning, Grants, Governmental Affairs - 1600
ACCOUNT

## $\begin{array}{ccccc}\text { Jun-19 } & \text { May-20 } & \text { \% CHANGE } & \text { May-20 } & \text { \% CHANGE } \\ \text { BUDGET } & \text { BUDGET } & \text { BUDG FY20 } & \text { BUDGET } & \text { BUDG FY21 }\end{array}$


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| 823,637 | 917,105 | $11.3 \%$ | 898,349 | $-2.0 \%$ |
| ---: | ---: | ---: | ---: | ---: |
| 618,200 | 326,000 | $-47.3 \%$ | 246,000 | $-24.5 \%$ |
| $1,441,837$ | $1,243,105$ | $-13.8 \%$ | $1,144,349$ | $-7.9 \%$ |


| $1,441,837$ | $1,243,105$ | $-13.8 \%$ | $1,144,349$ | $-7.9 \%$ |
| :---: | :---: | :---: | :---: | :---: |$\begin{array}{ll}\frac{\infty}{0} & \frac{\infty}{0} \\ \stackrel{0}{0} & \stackrel{0}{0} \\ \stackrel{0}{0} & \end{array}$

Totals
Totals
MISC EXPENSE
509011 Dues/Subscriptions 509081 Advertising - District Promo 509101 Employee Incentive Program 509121 Employee Training
509122 BOD Travel 509122 BOD Travel
509125 Local Meeting Expense 509127 Board Director Fees
509150 Contributions
509198 Cash Over/Short
509999 Other Misc Expense

## INTEREST EXPENSE <br> 511102 Interest Expense

LEASES \& RENTALS 512011 Facility Lease
512011 Facility Lease

> PERSONNEL TOTAL
NON-PERSONNEL TOTAL
DEPARTMENT TOTALS

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICES |  |  |  |  |  |
| 503011 Accting/Audit Fees | - | - | 0.0\% | - | 0.0\% |
| 503012 Admin/Bank Fees | - | - | 0.0\% | - | 0.0\% |
| 503031 Prof/Technical Fees | 6,000 | 6,000 | 0.0\% | 6,000 | 0.0\% |
| 503032 Legislative Services | - | - | 0.0\% | - | 0.0\% |
| 503033 Legal Services | 400,000 | 400,000 | 0.0\% | 400,000 | 0.0\% |
| 503034 Pre-Employment Exams | - | - | 0.0\% | - | 0.0\% |
| 503041 Temp Help | - | - | 0.0\% | - | 0.0\% |
| 503161 Custodial Services | - | - | 0.0\% | - | 0.0\% |
| 503162 Uniforms/Laundry | - | - | 0.0\% | - | 0.0\% |
| 503171 Security Services | - | - | 0.0\% | - | 0.0\% |
| 503221 Classified/Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503222 Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503225 Graphic Services | - | - | 0.0\% | - | 0.0\% |
| 503351 Repair - Bldg \& Impr | - | - | 0.0\% | - | 0.0\% |
| 503352 Repair - Equipment | - | - | 0.0\% | - | 0.0\% |
| 503353 Repair - Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503354 Repair - Non Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503363 Haz Mat Disposal | - | - | 0.0\% | - | 0.0\% |
| Totals | 406,000 | 406,000 | 0.0\% | 406,000 | 0.0\% |
| MOBILE MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504011 Fuels \& Lubricants - Non Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504012 Fuels \& Lubricants - Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504021 Tires \& Tubes | - | - | 0.0\% | - | 0.0\% |
| 504161 Other Mobile Supplies | - | - | 0.0\% | - | 0.0\% |
| 504191 Rev Vehicle Parts | - | - | 0.0\% | - | 0.0\% |
| Totals | - |  | 0.0\% | - | 0.0\% |

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ACCOUNT

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | - | - | 0.0\% | - | 0.0\% |
| 509081 Advertising - District Promo | - | - | 0.0\% | - | 0.0\% |
| 509101 Employee Incentive Program | - | - | 0.0\% | - | 0.0\% |
| 509121 Employee Training | - | - | 0.0\% | - | 0.0\% |
| 509122 BOD Travel | - | - | 0.0\% | - | 0.0\% |
| 509123 Travel | - | - | 0.0\% | - | 0.0\% |
| 509125 Local Meeting Expense | - | - | 0.0\% | - | 0.0\% |
| 509127 Board Director Fees | - | - | 0.0\% | - | 0.0\% |
| 509150 Contributions | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512011 Facility Lease | - | - | 0.0\% | - | 0.0\% |
| 512061 Equipment Rental | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| PERSONNEL TOTAL | - | - | 0.0\% | - | 0.0\% |
| NON-PERSONNEL TOTAL | 406,000 | 406,000 | 0.0\% | 406,000 | 0.0\% |
| DEPARTMENT TOTALS | 406,000 | 406,000 | 0.0\% | 406,000 | 0.0\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET
Safety, Security, and Risk Management - 1800


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET

| ACCOUNT | Jun-19 <br> BUDGET <br> FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICES |  |  |  |  |  |
| 503011 Accting/Audit Fees | - | - | 0.0\% | - | 0.0\% |
| 503012 Admin/Bank Fees | - | - | 0.0\% |  | 0.0\% |
| 503031 Prof/Technical Fees | 6,200 | 30,200 | 387.1\% | 10,200 | -66.2\% |
| 503032 Legislative Services | - | - | 0.0\% | - | 0.0\% |
| 503033 Legal Services | - | - | 0.0\% | - | 0.0\% |
| 503034 Pre-Employment Exams | - | - | 0.0\% | - | 0.0\% |
| 503041 Temp Help | - | - | 0.0\% | - | 0.0\% |
| 503161 Custodial Services | - | - | 0.0\% | - | 0.0\% |
| 503162 Uniforms/Laundry |  | - | 0.0\% | - | 0.0\% |
| 503171 Security Services | 548,402 | 575,000 | 4.9\% | 586,500 | 2.0\% |
| 503221 Classified/Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503222 Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503225 Graphic Services | - | - | 0.0\% | - | 0.0\% |
| 503351 Repair - Bldg \& Impr |  | - | 0.0\% | - | 0.0\% |
| 503352 Repair - Equipment |  | - | 0.0\% |  | 0.0\% |
| 503353 Repair - Rev Vehicle |  | - | 0.0\% |  | 0.0\% |
| 503354 Repair - Non Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503363 Haz Mat Disposal | - | - | 0.0\% | - | 0.0\% |
| Totals | 554,602 | 605,200 | 9.1\% | 596,700 | -1.4\% |
| MOBILE MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504011 Fuels \& Lubricants - Non Rev Veh | - | - | 0.0\% |  | 0.0\% |
| 504012 Fuels \& Lubricants - Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504021 Tires \& Tubes |  | - | 0.0\% | - | 0.0\% |
| 504161 Other Mobile Supplies |  | - | 0.0\% | - | 0.0\% |
| 504191 Rev Vehicle Parts | - | - | 0.0\% | - | 0.0\% |

## Totals

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Totals

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET
Safety, Security, and Risk Management - 1800

## $\begin{array}{ccccc}\text { Jun-19 } & \text { May-20 } & \text { \% CHANGE } & \text { May-20 } & \text { \% CHANGE } \\ \text { BUDGET } & \text { BUDGET } & \text { BUDG FY20 } & \text { BUDGET } & \text { BUDG FY21 } \\ \text { FY20 } & \text { FY21 } & \text { BUDG FY21 } & \text { FY22 } & \text { BUDG FY22 }\end{array}$

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|  |

Totals 12,500 19,520


| 0.0\% |
| ---: |
| $0.0 \%$ |
| $0.0 \%$ |
|  |
|  |
| $5.2 \%$ |
|  |
| $-1.5 \%$ |



$$
\begin{aligned}
& \text { MISC EXPENSE } \\
& 509011 \text { Dues/Subscriptions } \\
& 509081 \text { Advertising - District Promo } \\
& 509101 \text { Employee Incentive Program } \\
& 509121 \text { Employee Training } \\
& 509122 \text { BOD Travel } \\
& 509123 \text { Travel } \\
& 509125 \text { Local Meeting Expense } \\
& 509127 \text { Board Director Fees } \\
& 509150 \text { Contributions } \\
& 509198 \text { Cash Over/Short } \\
& 509999 \text { Other Misc Expense }
\end{aligned}
$$

ACCOUNT
LEASES \& RENTALS
512011 Facitity 512061 Equipment Rental

## INTEREST EXPENSE 511102 Interest Expense

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PERSONNEL TOTAL
NON-PERSONNEL TOTAL
DEPARTMENT TOTALS

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET

| ACCOUNT | Jun-19 <br> BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| OTHER MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504205 Freight Out | - | - | 0.0\% | - | 0.0\% |
| 504211 Postage \& Mailing | 100 | 100 | 0.0\% | 100 | 0.0\% |
| 504214 Promotional Items | - | - | 0.0\% | - | 0.0\% |
| 504215 Printing | 200 | 200 | 0.0\% | 200 | 0.0\% |
| 504217 Photo Supp/Process | - |  | 0.0\% | - | 0.0\% |
| 504311 Office Supplies | 1,500 | 1,500 | 0.0\% | 1,500 | 0.0\% |
| 504315 Safety Supplies | - | - | 0.0\% | - | 0.0\% |
| 504317 Cleaning Supplies | - | - | 0.0\% | - | 0.0\% |
| 504409 Repair/Maint Supplies | - | - | 0.0\% | - | 0.0\% |
| 504417 Tenant Repairs | - | - | 0.0\% | - | 0.0\% |
| 504421 Non-Inventory Parts | - | - | 0.0\% | - | 0.0\% |
| 504511 Small Tools | - | - | 0.0\% | - | 0.0\% |
| 504515 Employee Tool Replacement | - | - | 0.0\% | - | 0.0\% |
| Totals | 1,800 | 1,800 | 0.0\% | 1,800 | 0.0\% |
| UTILITIES |  |  |  |  |  |
| 505011 Gas \& Electric | - | - | 0.0\% | - | 0.0\% |
| 505021 Water \& Garbage | - | - | 0.0\% | - | 0.0\% |
| 505031 Telecommunications | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| CASUALTY \& LIABILITY |  |  |  |  |  |
| 506011 Insurance - Property | - | - | 0.0\% | - | 0.0\% |
| 506015 Insurance - PL/PD | - | - | 0.0\% | - | 0.0\% |
| 506021 Insurance - Other | - | - | 0.0\% | - | 0.0\% |
| 506123 Settlement Costs | - | - | 0.0\% | - | 0.0\% |
| 506127 Repairs - District Prop | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| TAXES |  |  |  |  |  |
| 507051 Fuel Tax | - | - | 0.0\% | - | 0.0\% |
| 507201 Licenses \& Permits | - | - | 0.0\% | - | 0.0\% |
| 507999 Other Taxes | - | - | 0.0\% | - | 0.0\% |

Totals

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 \& FY22 DRAFT OPERATING BUDGET
Purchasing - 1900 $\begin{array}{ccccc}\text { Jun-19 } & \text { May-20 } & \text { \% CHANGE } & \text { May-20 } & \text { \% CHANGE } \\ \text { BUDGET } & \text { BUDGET } & \text { BUDG FY20 } & \text { BUDGET } & \text { BUDG FY21 } \\ \text { FY20 } & \text { FY21 } & \text { BUDG FY21 } & \text { FY22 } & \text { BUDG FY22 }\end{array}$

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| $1,049,906$ | 946,167 | $-9.9 \%$ | 977,207 | $3.3 \%$ |
| ---: | ---: | ---: | ---: | ---: |
| 12,550 | 14,780 | $17.8 \%$ | 9,250 | $-37.4 \%$ |
| $1,062,456$ | 960,947 | $-9.6 \%$ | 986,457 | $2.7 \%$ |

1,062,456

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICES |  |  |  |  |  |
| 503011 Accting/Audit Fees | - | - | 0.0\% | - | 0.0\% |
| 503012 Admin/Bank Fees | - | - | 0.0\% | - | 0.0\% |
| 503031 Prof/Technical Fees | 30,000 | 30,000 | 0.0\% | 30,000 | 0.0\% |
| 503032 Legislative Services | - | - | 0.0\% | - | 0.0\% |
| 503033 Legal Services | - |  | 0.0\% |  | 0.0\% |
| 503034 Pre-Employment Exams | - | - | 0.0\% | - | 0.0\% |
| 503041 Temp Help | - | - | 0.0\% | - | 0.0\% |
| 503161 Custodial Services | 7,000 | 8,000 | 14.3\% | 8,000 | 0.0\% |
| 503162 Uniforms/Laundry | 2,500 | 2,500 | 0.0\% | 2,500 | 0.0\% |
| 503171 Security Services | 10,600 | 14,000 | 32.1\% | 14,000 | 0.0\% |
| 503221 Classified/Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503222 Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503225 Graphic Services | - | - | 0.0\% | - | 0.0\% |
| 503351 Repair - Bldg \& Impr | 53,000 | 73,000 | 37.7\% | 73,000 | 0.0\% |
| 503352 Repair - Equipment | 300,000 | 330,000 | 10.0\% | 330,000 | 0.0\% |
| 503353 Repair - Rev Vehicle |  |  | 0.0\% |  | 0.0\% |
| 503354 Repair - Non Rev Vehicle |  |  | 0.0\% | - | 0.0\% |
| 503363 Haz Mat Disposal | 50,000 | 63,000 | 26.0\% | 63,000 | 0.0\% |
| Totals | 453,100 | 520,500 | 14.9\% | 520,500 | 0.0\% |
| MOBILE MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504011 Fuels \& Lubricants - Non Rev Veh |  | 6,000 | 100.0\% | 6,000 | 0.0\% |
| 504012 Fuels \& Lubricants - Rev Veh |  | - | 0.0\% | - | 0.0\% |
| 504021 Tires \& Tubes |  |  | 0.0\% | - | 0.0\% |
| 504161 Other Mobile Supplies |  |  | 0.0\% | - | 0.0\% |
| 504191 Rev Vehicle Parts | - | - | 0.0\% | - | 0.0\% |

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ACCOUNT

| ACCOUNT | Jun-19 <br> BUDGET FY20 | May-20 <br> BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 <br> BUDGET <br> FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | - | - | 0.0\% | - | 0.0\% |
| 509081 Advertising - District Promo | - | - | 0.0\% | - | 0.0\% |
| 509101 Employee Incentive Program | - | - | 0.0\% | - | 0.0\% |
| 509121 Employee Training | 13,000 | 13,000 | 0.0\% | 13,000 | 0.0\% |
| 509122 BOD Travel | - | - | 0.0\% | - | 0.0\% |
| 509123 Travel | 2,000 | 7,000 | 250.0\% | 7,000 | 0.0\% |
| 509125 Local Meeting Expense | - | - | 0.0\% | - | 0.0\% |
| 509127 Board Director Fees | - | - | 0.0\% | - | 0.0\% |
| 509150 Contributions | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | 15,000 | 20,000 | 33.3\% | 20,000 | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512011 Facility Lease | 5,000 | 5,000 | 0.0\% | 5,000 | 0.0\% |
| 512061 Equipment Rental | 3,000 | 2,000 | -33.3\% | 2,000 | 0.0\% |
| Totals | 8,000 | 7,000 | -12.5\% | 7,000 | 0.0\% |
| PERSONNEL TOTAL | 1,922,427 | 2,071,515 | 7.8\% | 2,214,826 | 6.9\% |
| NON-PERSONNEL TOTAL | 1,277,000 | 1,369,500 | 7.2\% | 1,369,500 | 0.0\% |
| DEPARTMENT TOTALS | 3,199,427 | 3,441,015 | 7.6\% | 3,584,326 | 4.2\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | 1,057,001 | 1,244,898 | 17.8\% | 1,295,232 | 4.0\% |
| 501013 Bus Operator OT | 249,806 | 250,000 | 0.1\% | 260,109 | 4.0\% |
| 501021 Other Salaries | 627,579 | 672,896 | 7.2\% | 696,680 | 3.5\% |
| 501023 Other OT | 60,981 | 61,000 | 0.0\% | 63,156 | 3.5\% |
| Totals | 1,995,367 | 2,228,794 | 11.7\% | 2,315,176 | 3.9\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 34,121 | 38,215 | 12.0\% | 39,675 | 3.8\% |
| 502021 Retirement | 601,479 | 762,683 | 26.8\% | 831,494 | 9.0\% |
| 502031 Medical Ins | 889,419 | 911,664 | 2.5\% | 962,452 | 5.6\% |
| 502041 Dental Ins | 48,345 | 39,782 | -17.7\% | 40,379 | 1.5\% |
| 502045 Vision Ins | 13,611 | 11,680 | -14.2\% | 12,031 | 3.0\% |
| 502051 Life Ins/AD\&D | 5,142 | 5,025 | -2.3\% | 5,175 | 3.0\% |
| 502060 State Disability Ins (SDI) | 24,194 | 27,092 | 12.0\% | 29,013 | 7.1\% |
| 502061 Long Term Disability Ins | 14,151 | 15,336 | 8.4\% | 16,328 | 6.5\% |
| 502071 State Unemployment Ins (SUI) | 7,345 | 5,292 | -27.9\% | 5,748 | 8.6\% |
| 502081 Worker's Comp Ins | 128,422 | 126,576 | -1.4\% | 130,373 | 3.0\% |
| 502101 Holiday Pay | 62,103 | 70,750 | 13.9\% | 73,469 | 3.8\% |
| 502103 Floating Holiday | 4,960 | 5,208 | 5.0\% | 5,208 | 0.0\% |
| 502109 Sick Leave | 96,534 | 110,003 | 14.0\% | 114,244 | 3.9\% |
| 502111 Annual Leave | 179,640 | 204,209 | 13.7\% | 210,872 | 3.3\% |
| 502121 Other Paid Absence | 14,555 | 16,582 | 13.9\% | 17,219 | 3.8\% |
| 502251 Phys. Exams | 3,183 | 3,183 | 0.0\% | 3,183 | 0.0\% |
| 502253 Driver Lic Renewal | 1,061 | 1,061 | 0.0\% | 1,061 | 0.0\% |
| 502999 Other Fringe Benefits | 3,182 | 3,084 | -3.1\% | 3,118 | 1.1\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B


ACCOUNT


$\begin{array}{llllll} & - & - & 0.0 \% & - & 0.0 \% \\ \text { Totals } & - & - & 0.0 \% & - & 0.0 \%\end{array}$



|  |  |  |  |  | 0 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | 300 | $100.0 \%$ | 300 | $0.0 \%$ |
|  | 2,700 | 2,700 | $0.0 \%$ | 2,700 | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | 3,000 | 3,000 | $0.0 \%$ | 3,000 | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | 6,000 | $5.3 \%$ | 6,000 | $0.0 \%$ |



MISC EXPENSE
509011 Dues/Subscriptions
509101 Employee Incentive Progra
509121 Employee Training
509121 Employee Training
509122 BOD Travel
509125 Local Meeting Expense
509127 Board Director Fees
509150 Contributions
509999 Other Misc Expense
INTEREST EXPENSE
511102 Interest Expense
LEASES \& RENTALS
512011 Facility Lease
512061 Equipment Rental
PERSONNEL TOTAL
NON-PERSONNEL TOTAL
DEPARTMENT TOTALS

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

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Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Operations - 3200


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Bus Operators -3300

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 <br> BUDGET <br> FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | - | - | 0.0\% | - | 0.0\% |
| 509081 Advertising - District Promo | - | - | 0.0\% | - | 0.0\% |
| 509101 Employee Incentive Program | 3,000 | 3,000 | 0.0\% | 3,000 | 0.0\% |
| 509121 Employee Training | 2,000 | 2,000 | 0.0\% | 2,000 | 0.0\% |
| 509122 BOD Travel | - | - | 0.0\% | - | 0.0\% |
| 509123 Travel | - | - | 0.0\% | - | 0.0\% |
| 509125 Local Meeting Expense | - | - | 0.0\% | - | 0.0\% |
| 509127 Board Director Fees | - | - | 0.0\% | - | 0.0\% |
| 509150 Contributions | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | 5,000 | 5,000 | 0.0\% | 5,000 | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512011 Facility Lease | - | - | 0.0\% | - | 0.0\% |
| 512061 Equipment Rental | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| PERSONNEL TOTAL | 17,793,434 | 19,141,193 | 7.6\% | 20,041,990 | 4.7\% |
| NON-PERSONNEL TOTAL | 7,000 | 7,000 | 0.0\% | 7,000 | 0.0\% |
| DEPARTMENT TOTALS | 17,800,434 | 19,148,193 | 7.6\% | 20,048,990 | 4.7\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay |  |  | 0.0\% |  | 0.0\% |
| 501013 Bus Operator OT |  |  | 0.0\% |  | 0.0\% |
| 501021 Other Salaries | 2,026,194 | 2,163,016 | 6.8\% | 2,259,107 | 4.4\% |
| 501023 Other OT | 243,143 | 280,000 | 15.2\% | 292,439 | 4.4\% |
| Totals | 2,269,338 | 2,443,017 | 7.7\% | 2,551,546 | 4.4\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | 39,673 | 42,714 | 7.7\% | 44,533 | 4.3\% |
| 502021 Retirement | 734,165 | 874,639 | 19.1\% | 957,581 | 9.5\% |
| 502031 Medical Ins | 904,357 | 821,277 | -9.2\% | 855,314 | 4.1\% |
| 502041 Dental Ins | 51,325 | 48,026 | -6.4\% | 48,747 | 1.5\% |
| 502045 Vision Ins | 12,029 | 10,290 | -14.5\% | 10,598 | 3.0\% |
| 502051 Life Ins/AD\&D | 4,452 | 4,556 | 2.3\% | 4,693 | 3.0\% |
| 502060 State Disability Ins (SDI) | 27,825 | 30,022 | 7.9\% | 32,294 | 7.6\% |
| 502061 Long Term Disability Ins | 17,713 | 17,542 | -1.0\% | 18,299 | 4.3\% |
| 502071 State Unemployment Ins (SUI) | 6,491 | 4,788 | -26.2\% | 5,080 | 6.1\% |
| 502081 Worker's Comp Ins | 110,505 | 111,861 | 1.2\% | 115,217 | 3.0\% |
| 502101 Holiday Pay | 76,705 | 82,024 | 6.9\% | 85,502 | 4.2\% |
| 502103 Floating Holiday | 6,022 | 6,022 | 0.0\% | 6,022 | 0.0\% |
| 502109 Sick Leave | 115,058 | 123,036 | 6.9\% | 128,253 | 4.2\% |
| 502111 Annual Leave | 250,965 | 272,448 | 8.6\% | 279,894 | 2.7\% |
| 502121 Other Paid Absence | 17,978 | 19,224 | 6.9\% | 20,040 | 4.2\% |
| 502251 Phys. Exams | 1,900 | 1,500 | -21.1\% | 1,500 | 0.0\% |
| 502253 Driver Lic Renewal | 250 | 250 | 0.0\% | 250 | 0.0\% |
| 502999 Other Fringe Benefits | 3,039 | 10,976 | 261.2\% | 11,007 | 0.3\% |

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Fleet Maintenance -4100

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY21 } \end{gathered}$ | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | 7,000 | 8,000 | 14.3\% | 8,000 | 0.0\% |
| 509081 Advertising - District Promo | - | - | 0.0\% | - | 0.0\% |
| 509101 Employee Incentive Program | - | - | 0.0\% | - | 0.0\% |
| 509121 Employee Training | 116,500 | 80,000 | -31.3\% | 80,000 | 0.0\% |
| 509122 BOD Travel | - | - | 0.0\% | - | 0.0\% |
| 509123 Travel | 5,000 | 15,000 | 200.0\% | 15,000 | 0.0\% |
| 509125 Local Meeting Expense | - | - | 0.0\% | - | 0.0\% |
| 509127 Board Director Fees | - | - | 0.0\% | - | 0.0\% |
| 509150 Contributions | - | - | 0.0\% | - | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | 128,500 | 103,000 | -19.8\% | 103,000 | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512011 Facility Lease | - | - | 0.0\% | - | 0.0\% |
| 512061 Equipment Rental | 1,300 | 1,500 | 15.4\% | 1,500 | 0.0\% |
| Totals | 1,300 | 1,500 | 15.4\% | 1,500 | 0.0\% |
| PERSONNEL TOTAL | 4,649,788 | 4,924,211 | 5.9\% | 5,176,368 | 5.1\% |
| NON-PERSONNEL TOTAL | 3,511,800 | 3,613,800 | 2.9\% | 3,613,800 | 0.0\% |
| DEPARTMENT TOTALS | 8,161,588 | 8,538,011 | 4.6\% | 8,790,168 | 3.0\% |

## Attachment B



## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% Change BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MISC EXPENSE |  |  |  |  |  |
| 509011 Dues/Subscriptions | - | - | 0.0\% |  | 0.0\% |
| 509081 Advertising - District Promo | - | - | 0.0\% |  | 0.0\% |
| 509101 Employee Incentive Program | - | - | 0.0\% |  | 0.0\% |
| 509121 Employee Training |  | - | 0.0\% |  | 0.0\% |
| 509122 BOD Travel |  |  | 0.0\% |  | 0.0\% |
| 509123 Travel | - |  | 0.0\% |  | 0.0\% |
| 509125 Local Meeting Expense | - | - | 0.0\% | - | 0.0\% |
| 509127 Board Director Fees |  |  | 0.0\% |  | 0.0\% |
| 509150 Contributions |  |  | 0.0\% |  | 0.0\% |
| 509198 Cash Over/Short | - | - | 0.0\% | - | 0.0\% |
| 509999 Other Misc Expense | . | . | 0.0\% | . | 0.0\% |
| Totals |  |  | 0.0\% |  | 0.0\% |
| INTEREST EXPENSE |  |  |  |  |  |
| 511102 Interest Expense | - | . | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% |  | 0.0\% |
| LEASES \& RENTALS |  |  |  |  |  |
| 512061 Equipment Rental | - | - | 0.0\% |  | 0.0\% |
|  | . | . | 0.0\% | . | 0.0\% |
|  | - |  | 0.0\% |  | 0.0\% |
| PERSONNEL TOTAL | - | - | 0.0\% | - | 0.0\% |
| Non-PERSONNEL TOTAL | - | - | 0.0\% | - | 0.0\% |
| department totals |  |  | 0.0\% |  | 0.0\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Retired Employee Benefits - 9005

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| LABOR |  |  |  |  |  |
| 501011 Bus Operator Pay | - | - | 0.0\% | - | 0.0\% |
| 501013 Bus Operator OT | - |  | 0.0\% |  | 0.0\% |
| 501021 Other Salaries | - |  | 0.0\% |  | 0.0\% |
| 501023 Other OT | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% |  | 0.0\% |
| FRINGE BENEFITS |  |  |  |  |  |
| 502011 Medicare/Soc. Sec. | - |  | 0.0\% |  | 0.0\% |
| 502021 Retirement | - | - | 0.0\% | - | 0.0\% |
| 502031 Medical Ins | 3,206,400 | 3,295,521 | 2.8\% | 3,460,297 | 5.0\% |
| 502041 Dental Ins | 69,649 | 63,014 | -9.5\% | 64,905 | 3.0\% |
| 502045 Vision Ins | 20,579 | 17,539 | -14.8\% | 18,065 | 3.0\% |
| 502051 Life Ins/AD\&D | 7,458 | 6,532 | -12.4\% | 6,728 | 3.0\% |
| 502060 State Disability Ins (SDI) | - | - | 0.0\% | - | 0.0\% |
| 502061 Long Term Disability Ins | - | - | 0.0\% | - | 0.0\% |
| 502071 State Unemployment Ins (SUI) | - | - | 0.0\% | - | 0.0\% |
| 502081 Worker's Comp Ins | - | - | 0.0\% | - | 0.0\% |
| 502101 Holiday Pay | - |  | 0.0\% | - | 0.0\% |
| 502103 Floating Holiday | - |  | 0.0\% | - | 0.0\% |
| 502109 Sick Leave | - | - | 0.0\% | - | 0.0\% |
| 502111 Annual Leave | - | - | 0.0\% | - | 0.0\% |
| 502121 Other Paid Absence | - | - | 0.0\% | - | 0.0\% |
| 502251 Phys. Exams | - | - | 0.0\% | - | 0.0\% |
| 502253 Driver Lic Renewal | - | - | 0.0\% | - | 0.0\% |
| 502999 Other Fringe Benefits | 4,593 | 1,165 | -74.6\% | - | -100.0\% |

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Retired Employee Benefits -9005 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Retired Employee Benefits - 9005

| ACCOUNT | $\begin{gathered} \text { Jun-19 } \\ \text { BUDGET } \\ \text { FY20 } \end{gathered}$ | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | May-20 BUDGET FY22 | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| OTHER MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504205 Freight Out | - | - | 0.0\% | - | 0.0\% |
| 504211 Postage \& Mailing | - | - | 0.0\% | - | 0.0\% |
| 504214 Promotional Items | - | - | 0.0\% | - | 0.0\% |
| 504215 Printing | - | - | 0.0\% | - | 0.0\% |
| 504217 Photo Supp/Process | - | - | 0.0\% | - | 0.0\% |
| 504311 Office Supplies | - | - | 0.0\% | - | 0.0\% |
| 504315 Safety Supplies | - | - | 0.0\% | - | 0.0\% |
| 504317 Cleaning Supplies | - | - | 0.0\% | - | 0.0\% |
| 504409 Repair/Maint Supplies | - | - | 0.0\% | - | 0.0\% |
| 504417 Tenant Repairs | - | - | 0.0\% | - | 0.0\% |
| 504421 Non-Inventory Parts | - | - | 0.0\% | - | 0.0\% |
| 504511 Small Tools | - | - | 0.0\% | - | 0.0\% |
| 504515 Employee Tool Replacement | - | - | 0.0\% | - | 0.0\% |
| Totals | - | - | 0.0\% | - | 0.0\% |


|  | - | - | $0.0 \%$ | - |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
|  | - | - | $0.0 \%$ | - |
|  | - | $0.0 \%$ | - | $0.0 \%$ |
| Totals | - | - | $0.0 \%$ | - |


|  | - | - | $0.0 \%$ | - |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
| - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - |
|  |  | $0.0 \%$ |  |  |
|  | - | - | $0.0 \%$ | - |
| $0.0 \%$ | - | $0.0 \%$ |  |  |
|  | - | - | $0.0 \%$ |  |


|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ |
|  | - | - | $0.0 \%$ | - | $0.0 \%$ | UTILITIES

505011 Gas \& Electric
505021 Water \& Garbage
505031 Telecommunications


507999 Other Taxes

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Retired Employee Benefits - 9005 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY21 \& FY22 DRAFT OPERATING BUDGET
Retired Employee Benefits -9005 $\begin{array}{ccccc}\text { Jun-19 } & \text { May-20 } & \text { \% CHANGE } & \text { May-20 } & \text { \% CHANGE } \\ \text { BUDGET } & \text { BUDGET } & \text { BUDG FY20 } & \text { BUDGET } & \text { BUDG FY21 } \\ \text { FYY20 } & \text { FY21 } & \text { BUDG FY21 } & \text { FY22 } & \text { BUDG FY22 }\end{array}$
Totals


$$
3,308,678 \quad 3,383,772
$$

$\begin{array}{cc}2.3 \% & 3,549,996 \\ 0.0 \% & -\end{array}$

| $3,308,678$ | $3,383,772$ | $2.3 \%$ | $3,549,996$ |
| :--- | :--- | :--- | :--- |

 509081 Advertising - District Promo 509081 Advertising - District Promo 509121 Employee Training 509122 BOD Travel
509125 Local Meeting Expense
509127 Board Director Fees
509127 Board Director Fees
509150 Contributions
509198 Cash Over/Short
509999 Other Misc Expense INTEREST EXPENSE
511102 Interest Expense
LEASES \& RENTALS
512011 Facility Lease
512061 Equipment Rental INTEREST EXPENSE
511102 Interest Expense
LEASES \& RENTALS
512011 Facility Lease
512061 Equipment Rental INTEREST EXPENSE
511102 Interest Expense
LEASES \& RENTALS
512011 Facility Lease
512061 Equipment Rental INTEREST EXPENSE
511102 Interest Expense
LEASES \& RENTALS
512011 Facility Lease
512061 Equipment Rental INTEREST EXPENSE
511102 Interest Expense
LEASES \& RENTALS
512011 Facility Lease
512061 Equipment Rental
XPENSE PERSONNEL TOTAL
NON-PERSONNEL TOTAL
DEPARTMENT TOTALS

## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


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## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

| ACCOUNT | Jun-19 BUDGET FY20 | May-20 BUDGET FY21 | \% CHANGE BUDG FY20 BUDG FY21 | $\begin{gathered} \text { May-20 } \\ \text { BUDGET } \\ \text { FY22 } \end{gathered}$ | \% CHANGE BUDG FY21 BUDG FY22 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SERVICES |  |  |  |  |  |
| 503011 Accting/Audit Fees | 250 | 250 | 0.0\% | 250 | 0.0\% |
| 503012 Admin/Bank Fees | - | - | 0.0\% | - | 0.0\% |
| 503031 Prof/Technical Fees | - | - | 0.0\% | - | 0.0\% |
| 503032 Legislative Services | - | - | 0.0\% | - | 0.0\% |
| 503033 Legal Services | - | - | 0.0\% | - | 0.0\% |
| 503034 Pre-Employment Exams | - | - | 0.0\% | - | 0.0\% |
| 503041 Temp Help | - | - | 0.0\% | - | 0.0\% |
| 503161 Custodial Services | - | - | 0.0\% | - | 0.0\% |
| 503162 Uniforms/Laundry | - | - | 0.0\% | - | 0.0\% |
| 503171 Security Services | - | - | 0.0\% | - | 0.0\% |
| 503221 Classified/Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503222 Legal Ads | - | - | 0.0\% | - | 0.0\% |
| 503225 Graphic Services | - | - | 0.0\% | - | 0.0\% |
| 503351 Repair - Bldg \& Impr | - | - | 0.0\% | - | 0.0\% |
| 503352 Repair - Equipment | - | - | 0.0\% | - | 0.0\% |
| 503353 Repair - Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503354 Repair - Non Rev Vehicle | - | - | 0.0\% | - | 0.0\% |
| 503363 Haz Mat Disposal | - | - | 0.0\% | - | 0.0\% |
| Totals | 250 | 250 | 0.0\% | 250 | 0.0\% |
| MOBILE MATERIALS \& SUPPLIES |  |  |  |  |  |
| 504011 Fuels \& Lubricants - Non Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504012 Fuels \& Lubricants - Rev Veh | - | - | 0.0\% | - | 0.0\% |
| 504021 Tires \& Tubes | - | - | 0.0\% | - | 0.0\% |
| 504161 Other Mobile Supplies | - | - | 0.0\% | - | 0.0\% |
| 504191 Rev Vehicle Parts | - | - | 0.0\% | - | 0.0\% |

Attachment B


## Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT


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## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Administration - 1100 | 5.00 | 4.00 | 5.00 | 4.00 | 5.00 | 4.00 |
| Finance - 1200 | 9.00 | 8.00 | 10.00 | 9.00 | 10.00 | 9.00 |
| Customer Service - 1300 | 19.25 | 17.00 | 19.25 | 16.00 | 19.25 | 16.00 |
| Human Resources - 1400 | 8.00 | 6.00 | 8.00 | 6.00 | 8.00 | 6.00 |
| Information Technology - 1500 | 7.00 | 5.00 | 7.00 | 5.00 | 7.00 | 5.00 |
| Planning, Grants, Governmental Affairs - 1600 | 12.00 | 6.00 | 12.00 | 6.00 | 12.00 | 5.00 |
| District Counsel - 1700 | 3.00 | 0.00 | 3.00 | 0.00 | 3.00 | 0.00 |
| Safety, Security, and Risk Management -1800 | 3.00 | 2.00 | 3.00 | 2.00 | 3.00 | 2.00 |
| Purchasing - 1900 | 10.00 | 9.00 | 11.00 | 8.00 | 11.00 | 8.00 |
| Facilities Maintenance - 2200 | 23.00 | 18.00 | 23.00 | 18.00 | 23.00 | 18.00 |
| Paratransit - 3100 | 54.00 | 43.00 | 55.00 | 42.00 | 55.00 | 42.00 |
| Operations - 3200 | 22.00 | 18.00 | 22.00 | 18.00 | 22.00 | 18.00 |
| Bus Operators - 3300 | 171.00 | 151.00 | 171.00 | 152.00 | 171.00 | 152.00 |
| Fleet Maintenance - 4100 | 58.00 | 38.00 | 58.00 | 38.00 | 58.00 | 38.00 |
|  |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 404.25 | 325.00 | 407.25 | 324.00 | 407.25 | 323.00 |

Attachment C

$$
\begin{aligned}
& \text { FY21 \& FY22 DRAFT OPERATING BUDGET } \\
& \text { Authorized and Funded Personnel - Full Time Equivalent (FTE) } \\
& \text { Administration - } 1100
\end{aligned}
$$

| Position Title |  | $\begin{gathered} \hline \text { Funded } \\ \text { FY21 } \\ 2019 \end{gathered}$ | $\begin{gathered} \text { Authorized } \\ \text { FY21 } \\ 2020 \end{gathered}$ | Funded FY21 2020 | $\begin{gathered} \hline \text { Authorized } \\ \\ \text { FY22 } \\ 2020 \\ \hline \end{gathered}$ | Funded FY22 2020 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| CEO/General Manager | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Chief Operations Officer | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.0 |
| Executive Assistant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | . 00 |
| Administrative Assistant | 2.00 | 1.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Specialist | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Total Ful-Time Equivalent | 5.00 | 4.00 | 5.00 | 4.00 | 5.00 | 4.00 |

## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | :---: |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Chief Financial Officer (CFO) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Finance Deputy Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Accountant II | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Accounting Specialist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Senior Accounting Tech | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Senior Payroll Specialist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Senior Financial Analyst | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Financial Analyst | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Revenue Collection Clerk | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Project Manager* | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Total Full-Time Equivalents (FTEs) |  | 9.00 | 8.00 | 10.00 | 9.00 | 10.00 |

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## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
Marketing, Communications \& Customer Service - 1300

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | :---: |
|  |  |  |  |  |  |  |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Marketing, Communications and Customer |  |  |  |  |  |  |
| Service Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Customer Service Supervisor | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Customer Service Representative | 12.00 | 12.00 | 12.00 | 10.00 | 12.00 | 10.00 |
| Senior Customer Service Representative | 2.00 | 0.00 | 2.00 | 1.00 | 2.00 | 1.00 |
| Customer Service Assistant | 1.25 | 1.00 | 1.25 | 1.00 | 1.25 | 1.00 |
| Revenue Account Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
|  |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 19.25 | 17.00 | 19.25 | 16.00 | 19.25 | 16.00 |

## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)

| Position Title | Authorized $\begin{aligned} & \text { FY21 } \\ & 2019 \end{aligned}$ | Funded $\begin{aligned} & \text { FY21 } \\ & 2019 \\ & \hline \end{aligned}$ | Authorized FY21 $2020$ | Funded <br> FY21 <br> 2020 | Authorized <br> FY22 <br> 2020 | Funded <br> FY22 <br> 2020 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Human Resources Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Human Resources Deputy Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Human Resources Technician | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Principal Human Resources Generalist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Benefits Technician | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Human Resources Specialist | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Human Resources Clerk | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Paralegal II | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Total Full-Time Equivalents (FTEs) | 8.00 | 6.00 | 8.00 | 6.00 | 8.00 | 6.00 |

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FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE) Information Technology - 1500

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | :---: | ---: | :---: | ---: | :---: |
|  |  | FY21 | FY21 | FY21 | FY21 | FY22 | | FY22 |
| :---: |
| Position Title |

Attachment C
FY21 \& FY22 DRAFT OPERATING BUDGET


|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Planning and Development Director | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Grants/Legislative Analyst | 2.00 | 1.00 | 2.00 | 1.00 | 2.00 | 1.00 |
| Transportation Planning Supervisor | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Transportation Planner I | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Senior Transportation Planner | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Transportation Planner II | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Transit Surveyor | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Planning Aide* | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 |
| Planning Data Analyst | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Schedule Analyst | 2.00 | 1.00 | 2.00 | 1.00 | 2.00 | 1.00 |
|  |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 12.00 | 6.00 | 12.00 | 6.00 | 12.00 | 5.00 |

## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)
District Counsel - 1700

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | :---: | ---: | ---: | ---: | ---: | :---: |
|  |  |  |  |  |  |  |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| District Counsel | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Assistant | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Paralegal II | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
|  |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 3.00 | 0.00 | 3.00 | 0.00 | 3.00 | 0.00 |

## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET

## Authorized and Funded Personnel - Full Time Equivalent (FTE) Safety, Security, and Risk Management - 1800

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | 2020 | 2020 | 2020 | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Claims Technician II | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Safety and Training Program | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Specialist I | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Safety, Security and Risk Director |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 3.00 | 2.00 | 3.00 | 2.00 | 3.00 | 2.00 |

Attachment C
FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | :--- |
|  |  |  |  |  |  |  |
|  | FY21 | FY21 | FY21 | FY21 | $\mathbf{F Y 2 2}$ | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Purchasing and Special Projects Director* | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Purchasing Manager | 0.00 | 0.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Administrative Specialist* | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Purchasing Agent | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Purchasing Assistant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Buyer | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Parts and Materials Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Lead Parts and Materials Clerk | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Parts and Materials Clerk | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Administrative Clerk | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|  |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 10.00 | 9.00 | 11.00 | 8.00 | 11.00 | 8.00 |

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FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE) Facilities Maintenance - 2200

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | :---: | ---: | :---: | ---: | :---: |
|  |  | FY21 | FY21 | FY21 | FY21 | FY22 |
| FY22 |  |  |  |  |  |  |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Facilities Maintenance Manager | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Facilities Maintenance Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Lead Facilities Maintenance Worker | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Administrative Specialist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Facilities Maintenance Worker II | 7.00 | 6.00 | 7.00 | 6.00 | 7.00 | 6.00 |
| Facilities Maintenance Worker I | 2.00 | 0.00 | 2.00 | 0.00 | 2.00 | 0.00 |
| Custodial Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Lead Custodial Service Worker | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Custodial Service Worker | 7.00 | 6.00 | 7.00 | 6.00 | 7.00 | 6.00 |
| Administrative Assistant | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Total Full-Time Equivalents (FTEs) |  | 23.00 | 18.00 | 23.00 | 18.00 | 23.00 |

Attachment C
FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE) Paratransit - 3100

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
|  |  | FY21 | FY21 | FY21 | FY21 | FY22 |
| Fosition Title | FY22 |  |  |  |  |  |
|  | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Operations Manager: Paratransit Division | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Operations Manager: Paratransit* | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Accessible Services Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Paratransit Eligibility Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Reservation \& Scheduling Coord | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Safety/Road Response Coord | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Dispatcher/Scheduler | 4.00 | 4.00 | 5.00 | 5.00 | 5.00 | 5.00 |
| Dispatcher | 5.00 | 3.00 | 5.00 | 0.00 | 5.00 | 0.00 |
| Paratransit Clerk I-II-III | 2.00 | 1.00 | 2.00 | 1.00 | 2.00 | 1.00 |
| Van Operator | 34.00 | 30.00 | 34.00 | 30.00 | 34.00 | 30.00 |
| Paratransit Supervisor | 3.00 | 2.00 | 3.00 | 3.00 | 3.00 | 3.00 |
|  |  |  |  |  |  |  |
| Total Full-Time Equivalents (FTEs) | 54.00 | 43.00 | 55.00 | 42.00 | 55.00 | 42.00 |

Attachment C
FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
|  |  |  |  |  |  |  |
|  | FY21 | FY21 | FY21 | FY21 | FY22 | FY22 |
| Position Title | 2019 | 2019 | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ | $\mathbf{2 0 2 0}$ |
|  |  |  |  |  |  |  |
| Assistant Operations Manager | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Operations Manager: Fixed Route Division | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Transit Supervisor | 15.00 | 11.00 | 15.00 | 11.00 | 15.00 | 11.00 |
| Assistant Safety \& Training Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Safety \& Training Coordinator | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Administrative Assistant Supervisor | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Administrative Assistant | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Payroll Specialist | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
|  |  |  |  |  |  | 18.00 |
| Total Full-Time Equivalents (FTEs) | 22.00 | 18.00 | 22.00 | 18.00 | 22.00 | 18.0 |

## Attachment C

|  | Authorized | Funded | Authorized | Funded | Authorized | Funded |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Position Title | $\begin{aligned} & \text { FY21 } \\ & 2019 \end{aligned}$ | $\begin{aligned} & \text { FY21 } \\ & 2019 \end{aligned}$ | $\begin{aligned} & \text { FY21 } \\ & 2020 \end{aligned}$ | $\begin{aligned} & \text { FY21 } \\ & 2020 \end{aligned}$ | $\begin{aligned} & \text { FY22 } \\ & 2020 \end{aligned}$ | $\begin{aligned} & \text { FY22 } \\ & 2020 \end{aligned}$ |
| Bus Operators * | 171.00 | 151.00 | 171.00 | 152.00 | 171.00 | 152.00 |
| Total Full-Time Equivalents (FTEs) | 171.00 | 151.00 | 171.00 | 152.00 | 171.00 | 152.00 |

## Attachment C

FY21 \& FY22 DRAFT OPERATING BUDGET
Authorized and Funded Personnel - Full Time Equivalent (FTE)

| Position Title | Authorized <br> FY21 <br> 2019 | Funded <br> FY21 <br> 2019 | Authorized <br> FY21 <br> 2020 | Funded FY21 $2020$ | Authorized <br> FY22 <br> 2020 | Funded FY22 $2020$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Maintenance Manager | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Assistant Maintenance Manager | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Fleet Maintenance Supervisor | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 | 3.00 |
| Lead Mechanic | 6.00 | 4.00 | 6.00 | 4.00 | 6.00 | 4.00 |
| Mechanic III | 4.00 | 2.00 | 4.00 | 2.00 | 4.00 | 2.00 |
| Mechanic I- II | 18.00 | 14.00 | 18.00 | 14.00 | 18.00 | 14.00 |
| Vehicle Body Repair Mechanic | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Upholsterer I- II | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Administrative Assistant Supervisor | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Administrative Specialist | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Accounting Technician/Senior | 2.00 | 1.00 | 2.00 | 1.00 | 2.00 | 1.00 |
| Administrative Clerk | 1.00 | 0.00 | 1.00 | 0.00 | 1.00 | 0.00 |
| Lead Vehicle Service Worker | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Vehicle Service Detailer | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Vehicle Service Worker I - II | 12.00 | 7.00 | 12.00 | 7.00 | 12.00 | 7.00 |
| Electronic Technician | 2.00 | 1.00 | 2.00 | 1.00 | 2.00 | 1.00 |
| Total Full-Time Equivalents (FTEs) | 58.00 | 38.00 | 58.00 | 38.00 | 58.00 | 38.00 |

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## Attachment E

10 year METRO Unfunded Capital Projects - Summary

| Category | 5-yr need <br> (000s) | 10-yr need <br> (000s) |  |
| :--- | :--- | ---: | ---: |
|  |  |  |  |
| Construction | $\$$ | 72,125 | $\$$ |
| Vehicle State of Good Repair (SGR) | $\$$ | 28,825 | $\$ 475$ |
| Facilities Maintenance | $\$$ | 6,045 | $\$ 3$ |
| Information Technology (IT)/Communications | $\$$ | 7,321 | $\$$ |
|  |  | 7,170 |  |
| Total | $\$$ | $\mathbf{1 1 4 , 3 1 6}$ | $\$$ |


Attachment E
${ }^{* * * *}$ Based on $10 / 31$ ch tong-Range Bus Replace 2019 cost
$* * *$ Based on 10/31/19 Long-Range Bus Replacement Plan
${ }^{* * * *}$ Based on 2019 cost assumptions: CNG $35^{\prime} \& 40^{\prime}-\$ 700$
${ }^{* * *}$ The project year (Bus Replacements 20XX) is the year the bus needs replacement. The funding need is placed in the previous fiscal year because it takes about a year from purchase to receive the bus.



| Unfunded Capital Costs thru FY2030 | $\mathbf{\$}$ | 7,321 | $\$$ | 2,731 | $\$$ | 2,270 | $\$$ | - | $\$ 2,320$ | $\$$ | - | $\$$ | - | $\$$ | - | $\$$ | - | $\$$ | - |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Unfunded Capital Costs thru FY2025 | $\$$ | 7,321 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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May 15, 2020
Pete Rasmussen, Transportation Planner
15.1
Background
Current fare equipment outdated and prone to
breakdowns
Customers want convenience
Explored full replacement; chose small pilot on
Highway 17 Express as first step
Procured Masabi JustRide Fare-Collection-as-a-
Service - can incrementally roll out new features
starting with mobile ticketing

to no need
with you
always


Ease of
time sse for for tourists
account only
Benefits





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Electronic


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local routes?
earn"
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 Summer 2020
。Seek Board approval of updated fare
ordinance and privacy policy

- Highway 17 operator visual validation (option
for soft rollout)
Fall $\mathbf{2 0 2 0}$
-Highway 17 electronic validators ( preferred
rollout)
Spring $\mathbf{2 0 2 1}$
•Evaluate and expand to local fixed routes if
successful

DATE: May 15, 2020
TO: Board of Directors
FROM: John Urgo, Planning and Development Director

## SUBJECT: TRANSIT CORRIDOR ALTERNATIVES ANALYSIS - SCREENING RESULTS AND DRAFT SHORT LIST OF ALTERNATIVES

## I. RECOMMENDED ACTION

Staff proposes the Board of Directors review and provide input on the screening results and draft short list of alternatives for the Transit Corridor
Alternatives Analysis of high-capacity public transit for the Santa Cruz Branch Line

## II. SUMMARY

- This report provides information and background on the Transit Corridor Alternatives Analysis for the Santa Cruz Branch Line. Input is being sought from the Santa Cruz Metropolitan Transit District (METRO) on Milestone 2 the screening results and the draft short list of alternatives to be evaluated quantitatively in Phase 2 of this analysis.


## III. DISCUSSION/BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC), in cooperation with METRO, is developing the Transit Corridor Alternatives Analysis (TCAA) to evaluate transit investment options that provide an integrated transit network for Santa Cruz County utilizing all or part of the length of the Santa Cruz Branch Line as a dedicated transit facility. A performance-based planning approach based on a triple bottom line sustainability framework will be utilized to assess various public transit options for the rail right of way. Transit alternatives will be compared to define a viable project that will provide the greatest benefit to the Santa Cruz County residents, businesses and visitors in terms of equity, environment and economy. Proposed future intercounty and interregional connections to the Bay Area, Monterey, Gilroy and beyond will be considered.

Completed Key Milestones for the project are as follows:

- An Alternatives Analysis Ad Hoc Committee, composed of six members of the RTC, was formed to represent both RTC and METRO in developing the Transit Corridor Alternatives Analysis (TCAA). This Ad Hoc Committee will provide input to the TCAA project team at each key milestone.
- A contract with HDR Engineering, Inc. has been executed to develop the Transit Corridor Alternatives Analysis.
- A TCAA Communications and Stakeholder Involvement Plan has been developed (approved at Jan. 16, 2020 RTC meeting). Milestone 1 - The Goals, Screening Criteria, and Performance Measures and the Initial List of Alternatives were developed (approved at the March 5, 2020 RTC meeting)

The TCAA is utilizing the triple bottom line goals of economy, equity, and environment to evaluate high capacity public transit on the rail right of way. The initial "Universe of Alternatives" has been screened using a high-level screening criteria to reduce the universe of alternatives to a "short list" of alternatives for detailed analysis (Attachment A). Input has already been provided by the Ad Hoc Committee. Input is also being sought from the public, community organizations, partner agencies, and RTC Advisory Committees prior to seeking input and approval from the RTC on June 4, 2020.

Future Key Milestones include:

- Milestone 3 - Performance Analysis Results and Locally Preferred Alternative - Explain performance measure results on short list of alternatives and seek input on locally preferred alternative.

The Transit Corridor Alternatives analysis project team composed of RTC and METRO staff and HDR consultants seek input from the METRO Board of Directors on the screening measure results and the short list of alternatives (Attachment A).

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

Recommendation aligns to the following Strategic Priorities:

- Service Quality and Delivery
- Strategic Alliances and Community Outreach


## V. FINANCIAL CONSIDERATIONSIIMPACT

This project is funded and included in the RTC budget; therefore, there is no fiscal impact to METRO.

## VI. CHANGES FROM COMMITTEE

None.

## VII. ALTERNATIVES CONSIDERED

- Do not provide input on the TCAA. This is not recommended as the intention is for RTC and METRO to work together to determine the best transit option for the Santa Cruz Branch Rail Line.


## VIII. ATTACHMENTS

Attachment A: TCAA - Screening Results and Draft Short List of Alternatives
Attachment B: TCAA Presentation

Prepared by: John Urgo, Planning \& Development Director

## IX. APPROVALS

John Urgo,
Planning \& Development Director


Approved as to fiscal impact:
Angela Aitken, CFO


Alex Clifford, CEO/General Manager







Attachment A

|  |
| :---: |
|  |  |



Level-platform boarding and non-level boarding at on-street stops Propulsion type

- Electric-hydrogen fuel cell, battery
Attachment A

Attachment A


## 





Milestone \#2 Screening Results \& Short List of Alternatives

SANTA CRUZ METRO

## May 15, 2020



16B. 1

Attachment B


RAMEWORK
alternatives analy


## Attachment B




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Commuter Express Bus


16B． 3

Attachment B


16B. 4

## Attachment B

## ALTERNATIVES <br> $\stackrel{4}{\circ}$ <br> UNIVERSE



## Personal Rapid Transit



## Gondola



16B. 5

Attachment B
MILESTONE \#2

- 18 Alternatives were screened based on a triple bottom line
analysis
- Results presented with a 3-level ratings:
- A=most desirable,
- $\mathrm{B}=$ moderately desirable
- $=$ =least desirable
- Data collected from best available information - national data and
previous local studies
- Draft Results - Four alternatives recommended to move forward

16B. 6



16B. 7


16B. 8


Electric Light Rail - Benefits

- Strong transit ridership potential
- Travel time likely to be reliable
- Corridor has least risk of losing continuity of
corridor from loss of easements
- Supportive of GHG reduction goals
- Level boarding is typical component of system
allowing independent accessibility for people with
mobility devices and more space for bicycles
- Compatible with freight rail if temporally separatelo
- Supports Transit Oriented Development
Transit
\& Right-of-Way Bus Rapid
Benefits
Arterial
(BRT) -
- Capital costs relatively lower than other modes Level boarding is typical component of system

Ability to easily integrate with overall transportation system
Greater ability to adapt to new technologies
Depending on permanence of design, could support
Transit Oriented Development


Attachment B
Autonomous Road "Train" (on pavement
with rubber wheels) - Benefits
Strong transit ridership potential

- Level boarding is typical component of system
allowing independent accessibility for people with
mobility devices and more space for bicycles
- Supportive of greenhouse gas emission reduction
- Travel time is likely to be more reliable

Attachment B
STEPS TCAA NEXT
TCAA NEXT STEPS

Attachment B


16B. 13

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## VERBAL PRESENTATION ONLY

## ORAL PACIFIC STATION UPDATE

Alex Clifford

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## NEWS CLIPS

April 24, 2020 - May 15, 2020

# SANTA CRUZ COUNTY ARTICLES 

## Santa Cru MeTRO reduces local service

Due to significantly reduced ridership attributed to shelter-in-place directives, Santa Cruz METRO is further reducing local service starting Thursday.

Routes 3 and 68 service will be suspended. Previously suspended routes will remain suspended: 40 , $41,72 \mathrm{~W}, 74 \mathrm{~S}, 91 \mathrm{X}$.

All School Term (ST) service to UCSC, SLV, and Cabrillo College has been suspended including entire routes: 15, 20D, 22.

Highway 17 Express, which was reduced on April 9, will remain at that level of service.

Visic scmid.com/en/metro-news-bulletins for addi tional information.

## Other Transit Related Articles

## Mass TRaNSIt

## CA: The Post-Shutdown Bay Area Commute May Be Hell

As both state and local shelter-in-place orders are showing signs of relaxing, residents are starting to think about eventually getting back to work and what that may look like.

By: Andrew Chamings | San Francisco Chronicle (TNS)
May 7th, 2020


Casey Horner/Unsplash (CC)

May 6--As both state and local shelter-in-place orders are showing signs of relaxing, residents are starting to think about eventually getting back to work and what that may look like. But with social distancing being a part of life now, many may choose to avoid crowded BART trains, Muni buses and even casual carpools with strangers, and instead opt to get to work in their own vehicles. A new study reveals how this may affect Bay Area traffic -and it's not good.

A new study from Vanderbilt University projects a dramatic rise in traffic in the Bay Area caused by a rush to single-occupancy vehicles after the
shutdown. It could potentially increase the morning commute alone by up to 42 minutes.

The model projected that San Francisco will be harder hit than any other U.S. city, giving rise to $556,000-2,736,000$ added traffic hours per day spent commuting, or 20--80 minutes per person round trip. New York and Los Angeles are expected to be the second and third worst-hit areas, respectively.

The study modeled a range of scenarios and projected that even if just one in four public transit users switched to driving for their commute, the increased time it would take to get to work in San Francisco would be increased by 10 minutes. If three in four riders changed their commutes to cars, commute times would increase by 42 minutes.

One of the authors of the report, Dan Work, told StreetsBlog, "We hope the main takeaway is a simple model that can help decision makers reason through recovery strategies."

## METRO

## 5 Long-term Implications of the COVIID-19 Pandemic on Transit

By: Paul Comfort
May 7, 2020


Transit agencies must aggressively maintain clean vehicles and begin messaging this approach to the public, following the COVID-19 pandemic. Michael Dantzler

Public Transportation has taken a hit from the coronavirus pandemic. Ridership was finally on an increase at the end of 2019 with transit agencies rebooting their bus route networks, adding frequency to key routes, and reducing the friction that slowed service down in central business districts by adding bus only lanes, transit signal priority, and easier faring options like tap and go credit cards and e-faring.

New trends, including agencies adding Mobility as a Service (MaaS) apps by aggregating all the mobility options in their region on one smartphone
app for trip planning and payment, were taking hold and attracting choice riders. Many cities were piloting autonomous vehicles for specialized routes that were attracting attention both from the public and the media.
Then, March 2020 brought North America a global pandemic - causing governments around the world to restrict movement and require their citizens to work from home. Ridership has plummeted across the globe from $60 \%$ to $90 \%$ with commuter services taking the heaviest toll. Agencies are reeling from the impact on their farebox revenue, sales tax subsidy reductions, and the increased cost of dealing with virus spread prevention such as cleaning products, PPE, and sanitizing vehicles and stations.
Governments have worked fast to put together response plans. The U.S. included a massive stimulus package consisting of $\$ 25$ billion for public transit agencies to respond to the pandemic and assist in the recovery from this loss of ridership. These funds represent the largest single infusion of cash ever from the federal government into public transportation and comprises $280 \%$ of the FY 2020 funding allocation.
The CARES Act (Title XII of Division B) provides public transit formula operating and capital grants to prevent, prepare for, and respond to COVID-19. The Federal Transit Administration (FTA) is distributing the transit funds proportionally, based on the ratio of funding of four specific programs: urbanized area formula grants (49 U.S.C. § 5307); rural area formula grants (49 U.S.C. §5311); state-of-good-repair (SOGR) formula grants (49 U.S.C. §5337); and growing/high-density states formula grants (49 U.S.C. § 5340).

What could the long-term implications be for public transit of this coronavirus pandemic?

## 1. Death of the Farebox

As a result of the social distancing requirements mandated by governments and to promote the safety and well-being of their bus operators and passengers, most major transit agencies moved away from front-door boarding of their buses to eliminate potential cross-contamination between the drivers and passengers at the farebox area. Passengers are required to board the bus from the rear door. Since there is usually no farebox and
often no smart card validator there, many agencies have suspended fares or fare enforcement, negating the need for cash to ride the bus or train.

Several years ago, Transport for London (TfL) eliminated cash on their system. The popularity of their Oyster Card (multi-use smart card) and contactless credit cards for fare payment led to under 5\% of riders using cash. Thus, the movement to cashless fares did not cause much of a ripple, according to Simon Reed, head of technology and data, surface transport, at TfL. This pandemic could spark a trend for other agencies to follow suit.

Now, having experience with no cash due to the coronavirus restrictions, North American transit systems could expect many to make this their new normal. Smart card validators are much simpler and less costly than fareboxes. And with the plethora of e-faring options now available, many systems can be expected to stop ordering new fareboxes, beginning a transition to cashless fares.

Title VI concerns in the U.S. can be resolved through smart card technology, allowing users to add value at ticket vending machines or at convenience stores with a point of sale apparatus. So, there appear to be no regulatory hurdles blocking a potential move toward eliminating fareboxes.

Additionally, some U.S. systems have been moving toward zero fares even prior to the coronavirus pandemic. Kansas City Area Transit Authority, under the leadership of CEO Robbie Makinen, received approval from their city council and Mayor to move in this direction in early 2020. Other systems like Intercity Transit in Olympia, Wash., began a five-year zero fare demonstration project that went into effect Jan. 1, 2020. Several midsized European cities, such as Tallinn, the capital city of Estonia with more than 420,000 inhabitants, and small towns around the world have converted their public transportation networks to zero-fare. Recently, Luxembourg became the first country in the world to make all public transport free.

Part of the rationale of moving away from fares and/or cash are the high cost associated with collecting, counting, and depositing fares along with the price of new fareboxes. Additionally, the time it takes to print day passes and other fare media at the farebox dramatically slows onboarding
times. At the MTA in Baltimore, where I served as CEO it took 30 seconds to process the cash purchase of a day pass at the farebox, on average. Calculating total usage showed this one cash-based process caused more than 50,000 hours (annually) of productivity loss on the system as a whole and contributed to a slower than desired system efficiency as measured in average system miles per hour $(\mathrm{MpH})$.

These two movements of cashless fares and zero fares are coalescing, leading many agencies to simply remove their fareboxes entirely or simply phase them out and not order any new ones.

## 2. All-door Boarding

One of the major benefits derived from this movement of eliminating fareboxes is the ability to begin all-door boarding of buses. The requirement for all passengers to queue at the front door of the bus to pay their fare slows the passenger pick up process dramatically and the overall system productivity (MpH).

Bus rapid transit, light rail, and subway systems have taken advantage of all-door boarding for many years. All these modes allow for off-board fare payment with no farebox involved. They move very quickly away from their stops compared to buses, which linger until all passengers pay the fare at the front door and then move pass the standee line.

One of the major complaints from passengers who use public bus transportation is how inefficient it is, often taking longer by bus in congested central business districts during rush hour than walking. Some cities are addressing this by adding bus-only lanes and transit signal priority.

Adding the potential of eliminating farebox payments to the mix of frictionreducing solutions, will prove a powerful elixir in making bus transportation even speedier and more efficient, and help attract riders back to the bus after this pandemic passes.

## 3. Reduced Ridership on commuter bus and trains

Ridership on commuter train services and buses has taken the biggest hit of all the modes. Many systems like Long Island Rail Road have reported drops of $90 \%$ in ridership during this pandemic due to commuters working from home. The boom in the effective usage of Zoom and other tele
meeting software solutions has sparked the realization among company leaders that much of their work can be done from home, and often as efficiently as when they were working from the office.

You can expect many companies and their white-collar employees to continue working from home more often, even when the "all-clear" is given for offices to open back up. Some companies that did not provide this telecommute option for their employees have already indicated they plan to extend this new work-from-home approach. Others will aggressively promote it to reduce office space requirements and perhaps allow for a healthier lifestyle/work-life balance.

All this will impact commuter transit services, which were the highest growing ridership facet of public transportation coming out of 2019 with APTA's ridership statistics. It showed a $4.38 \%$ increase in commuter rail ridership compared to a $0.59 \%$ increase for regular bus service in the third quarter of 2019 vs .2018.

There may also be a residual concern among these office worker passengers about germs on public transit. Many commuter systems seats are full, requiring passengers to stand while holding stanchions and overhead grab rails and be in close physical proximity to other passengers. Lingering health care messaging about hard surfaces being a primary point of contagion and maintaining social distancing practices may become hardwired into these passengers' day-to-day thinking. They may be reticent to come back to this "face-to-face" mode of transit when other options like telecommuting and driving their car with lower gas prices are available.

## 4. Cleaner Vehicles or Fewer Passengers

The overall lingering impact on public transit may be a slow return of riders. Transit agencies must aggressively maintain clean vehicles and begin messaging this approach to the public. High-touch activities such as boarding and riding a bus will need to be reevaluated and re-messaged to allow passengers to feel safe from germs and possible contagion. Hearing Mayors and Governors warn people not to take public transportation during the pandemic will need to be counter-messaged afterward, and clean, safe, efficient transit may be the antidote.

Transit systems utilizing heightened cleaning procedures such as using medical-grade solvents and full cleaning of the interiors of the bus more regularly than once a night may need to continue these practices. Even reducing capacity on buses to maintain social distancing may need to continue for a time to attract choice riders back to the system.

## 5. Increased Federal Funding for Transit

The most impactful realization of the coronavirus pandemic may be the understanding of federal lawmakers and state and local elected officials that public transportation really is an essential service. Those viewing it as a social program or low-income offering now see transit provides access to jobs for frontline workers, which society and the economy rely upon. The third U.S. federal stimulus package (mentioned above) is the most Washington has ever provided in a single year to public transit agencies.
Now, this could become the benchmark, or new norm, as Congress begins to consider even more investment in transit through a new infrastructure funding package. The U.S. may have finally crossed the Rubicon to see public transportation as a federal priority, as most European and Asian nations do.

Federal funding in both the U.S. and Canada can also be expected to remain higher than normal as ridership levels may be slow to recover with the resulting operating expense deficits seen as a federal responsibility.
There will be other lasting impacts of this coronavirus pandemic on public transit operational practices and our image. Pulling together and continuing to share best practices will be more important now than ever.

## CITY LAB

## A Post-Pandemic Reality Check for Transit Boosters

BY: LAURA BLISS

MAY 6, 2020

## After lockdowns ease, public transportation ridership in the U.S. is likely to remain low for years. But some see a way forward for a new understanding of transit's role.

In 1918, streetcars were the top urban transportation mode in the United States. And they were packed: Americans made about 140 trips per capita, about 15 billion trips total, that year.

Then came the Spanish flu. As influenza ripped through cities, crowded systems were forced to make health-centric changes, including requiring masks on passengers, limiting streetcar capacity, and staggering commute hours to keep riders distanced. Some vehicles were briefly decommissioned due to a shortage of operators. Still, the popularity of mass transit did not suffer dramatically in the succeeding years - at least not until the Great Depression put a quarter of the country out of work and, later, when the private automobile began to displace it.

What about today? Coronavirus has walloped bus and rail networks. The top transit systems in the U.S. have seen $70 \%$ to $90 \%$ ridership losses as commuters have been laid off, worked from home, or opted for other means of travel since March. With few passengers, daunting finances, sick operators, and a heightened imperative to sanitize, agencies have dramatically scaled back service. San Francisco's Municipal Transit Agency has ceased rail operations and eliminated nearly 70\% of its bus network. In Washington, D.C., buses are serving just 26 "lifeline" routes and Metro trains are running on Saturday schedules. The New York subway has stopped running 24 hours a day for the first time in 115 years.

Transit's current situation is partly a reflection of the overall travel freeze on driving, flying, and all other modes during stay-at-home orders in major cities. But when lockdowns ease, there are reasons that transit commuters in particular may not return in force.

First, bus and rail ridership tends to be more sensitive to economic changes than other modes, and the financial effects of coronavirus are
poised to stretch long into the future, said Brian Taylor, an urban planning professor and director of the Institute of Transportation Studies at the University of California, Los Angeles.

Second, some proportion of would-be passengers are likely to continue to work remotely, while others may change their commute patterns to driving or biking. "We know that people will be scared to use public transportation from a health perspective," said Ahmed El-Geneidy, a professor of urban planning at McGill University who has studied transit ridership. Based on what's happening in China, a post-pandemic car sales boom may be in the offing.
"For many years we have a lot of aspirations for transit: We want it to beat traffic, fight climate change, and revitalize communities."

Third, assuming rider demand and revenue remain low, transit agencies may have to keep service cuts even after lockdowns lift, despite the fact that more vehicles, not fewer, are needed to allow for social distancing. Academic literature shows that such cuts themselves can be riderdeterrents. "There's an elasticity that shows if you cut service by $10 \%$, you can generally expect ridership goes down 3-6\%," said Greg Erhardt, a civil engineering professor at the University of Kentucky who specializes in travel behavior and transportation planning.

A final and pernicious factor is that 2020 was primed to be the sixth consecutive year of what Taylor calls a "disturbing trend": U.S. transit ridership has been in decline since 2014, even as transit agencies have added service on the whole. Much of that new service has come in light-rail extensions and some bus-rapid transit lines usually designed to attract "discretionary riders," or people who can afford to choose between driving and transit, and often financed through sales tax measures.

Explanations for ridership's downward slide during these years abound. Cheap gas and easy credit for auto loans increased the appeal of car use, while service quality deteriorated on the older parts of transit systems. Ride-hailing services like Uber and Lyft emerged, and a housing affordability crisis pushed many people outside the range of reliable transit.

In Southern California, Taylor and his colleagues have found that the largest drops in ridership have come from groups that were traditionally the
heaviest, most economically dependent users of transit. Lower-income immigrants in particular have abandoned buses as car ownership among those communities has increased. While the share of discretionary riders has increased slightly, thanks to increased investment into rail and rapid bus service geared toward more affluent commuters, "their added trips are still overwhelmed by lost trips from others," Taylor said.

Who will ride in the wake of coronavirus? Passengers will inevitably return in dense cities with extensive systems, such as New York City, Washington, D.C., and San Francisco, where transit is critical for thriving urban economies to function, Taylor said. But the best indication of the future face of transit may be the people on board right now. And there are still a lot of them: By the end of March, New York City subway ridership cratered to $10 \%$ of its usual five million weekday trips, but that still meant it was providing more than 500,000 trips. The $65 \%$ ridership drop on L.A.'s Metro buses, reported in mid-April, still equates to 500,000 daily boardings.

It isn't clear how many of these trips were made by essential workers, but analyses based on census data show that more than $30 \%$ of normal transit riders have jobs that have been deemed pandemic-critical. Individuals riding to work right now are also less likely to have the option to drive, and they are more likely to be people of color, as evidenced in photos of crowded subways and buses that have sparked online outrage in recent weeks. Transit, an urban mobility navigation app, has found that $68 \%$ of the people using it to plan bus and metro trips right now are women, most of them black and Latinx.

There is one grim new potential reservoir of future transit riders, Taylor said: lower-income households that have bought vehicles in the last few years. Their car-owning status could be vulnerable to an economic downturn.

These circumstances point to a potential shift in the way transit is used, viewed, and potentially funded, experts said. Traditionally, a successful transit system is one with a lot of riders, with packed buses and cars and a large share of revenue derived from passenger fares. But in a world where social distancing means life or death, and a 40 -foot bus has an eightpassenger capacity limit, emphasizing ridership and fare recovery as the metrics of success may no longer make sense. Yet the nurses, orderlies, grocery store workers and pharmacists boarding today are proof that transit
itself is a critical social institution. "Transit agencies should be switching their brains to serving those riders," said El-Geneidy. "We have to accept that public transport is an essential service. We can't think about it as a forprofit organization that can make money from ridership."

That could create a stronger demand for federal funding for transit, instead of local agencies continuing rely on fares and tax measures tied to projects like light-rail expansions sold to affluent voters with the promise of congestion relief. For Taylor, that may mean something like a reality check for transit-boosters.
"For many years we have a lot of aspirations for transit: We want it to beat traffic, fight climate change, and revitalize communities," he said. "But the two things it has demonstrably done in last half century is provide mobility for those without - whether that's due to age, income, or disability - and allow highly agglomerated places function. My educated guess is that we will see the rise of transit as a social service."

## METRO

## Creating A Contactless Future For Cities

By: Ben Whitaker
May 5, 2020


Now is the time for cities to take action to reduce that risk wherever possible and make the most optimal mode of transit safer and more appealing. Masabi

Urban populations have been aggressively increasing for years now, and there does not appear to be any signs of this growth slowing down. As of $2018,55 \%$ of the world's population lived in urban areas and that proportion is expected to increase to $68 \%$ by 2050, according to the United Nations. If those populations don't have access to solid public transit options, many will resort to driving into, out of, and around cities, resulting in more traffic and more air pollution.

Cleaner air during COVID-19 lock-downs has shown us just how quickly urban environments could benefit from reduced car usage. Trains, buses, and ferries have long been the most environmentally friendly and affordable options for people to replace car usage, since these modes of transit can cart masses of people quickly, efficiently and, for many, electrically. However, COVID-19 has also made it clear that handling cash and touching equipment - like turnstiles or fare vending machines - to board, could make transit less attractive through the risk of infection.

Now is the time for cities - and specifically, public transit agencies - to take action to reduce that risk wherever possible and make the most optimal mode of transit safer and more appealing.

## Enabling zero-touch ticketing

One thing that has become very clear during city lockdown is that handling cash and touching equipment at the front of every bus has caused real concerns for staff and passengers. Some agencies temporarily suspended fares to avoid this issue, but not without backlash regarding free fares and large gatherings on vehicles. As a result, many agencies have gone back to charging fares, but only accepting cash-free ticket types that don't require touching, such as mobile ticketing, pre-purchased passes, and contactless ISO14443 tickets such smart cards, contactless bank cards, and Apple Pay or Android Pay.

The first stages of formal lockdown are beginning to ease, allowing the general public to board public transit again. However, the threat of further peaks in infection in the foreseeable future will put pressure on agencies to expand their zero-touch ticketing options in order to keep public transit from being seen as a source of the disease.
Unfortunately, for agencies that currently have few zero-touch ticketing options the traditional procurement, bespoke deployment approach can make the rolling out of newer fare technology rather slow and would miss the key periods when the public want these improvements.

## Fare Payments-as-a-Service

As agencies emerge from the first lockdown period and seek to deploy zero-touch ticketing quickly, they should look to Fare Payments as a Service (FPaaS). This new model requires significantly less time and capital to deploy, compared to the legacy approach of issuing complex and detailed procurement specifications, which results in longer and more expensive build, test and launch periods for the vendors. This new model provides a simpler, outcome-based procurement, with a few critical requirements and the rest as optional requirements, thus allowing vendors to respond with what they have off-the-shelf and potentially avoiding customization/bespoke work.

FPaaS allows agencies the option to buy into a multi-tenant platform, where the key functions are already debugged and live, and don't need further development, testing, and deployment, but can simply be configured for that agency's rules and fares. It can then be launched in a few weeks instead of months or years for traditional systems (as fast as 16 days).

Multi-tenant systems are different from basic Software as a Service systems, where the fare collection vendor hosts and manages each agency-specific instance of software, still incurring the costs of creating and maintaining these different instances, which can still become obsolete. Instead, all agencies are on the same server instance, which means all receive every software update at the same time, and their version will never be out of date. FPaaS also means that there is never any waiting for essential security updates to be deployed and tested on a small or large agency brand, as they are all deployed simultaneously by the same top team of developers and support engineers.

Zero-touch FPaaS isn't just about contactless bank cards and mobile ticketing, it can also enable cash-based riders to buy tickets at retail outlets either as smart cards or paper tickets that have barcodes on, and therefore can be scanned on a validator without touching it. It also enables cash digitization on simple mobile phones or via a smart card ABT (accountbased ticketing) system, with all the benefits of fare capping and earning a period pass.

What the next five to 10 years holds is not completely clear. Instead of a procurement team trying to include all possible technology and service requirements in a procurement today, by buying into a platform that is regularly updated for many customers simultaneously, agencies can enjoy new features following industry trends without needing to fund their development ahead of time or to do a rip and replace every few years to get the new features. Many agencies that initially only wanted to deploy lightweight visual mTicketing are now finding that their platform is offering them the option to add automatic validators, or enable ABT, cash digitization, and contactless bank card options on their existing platform without needing to rebuild or re-deploy.

By using a multi-tenant fare payments platform and delivering systems via a FPaaS model, agencies are not only able to meet the latest needs of today's riders, but also remain flexible for the riders of tomorrow. With lower capex and quick deployment technology solutions like this, agencies can spend less time focused on designing, operating, and maintaining ticketing systems and more time on what they do best: operating safe, reliable, and convenient transit services for riders. And, by setting up experiences that increase adoption, agencies will be well on their way to powering more ecofriendly solutions for their cities.

## CAL MATTERS

## California Public Transit Services Face Existential Crisis With COVID-19 Pandemic

By: Joshua W. Shaw, Special to CalMatters
May 4, 2020


During the COVID-19 pandemic, public transit ridership and fare revenues have plummeted by more than $90 \%$ at many California agencies. Photo by iStock

California's public transit agencies deliver a vital service every day, and especially during times of emergency - providing critical mobility options for millions of frontline health care, public safety, grocery and restaurant workers fulfilling essential roles during the COVID-19 pandemic.

But public transit faces an existential crisis over the coming months: a "double whammy" that could result in catastrophic revenue losses threatening the viability and availability of transit services in the near- and long-term.

First, as Californians responsibly shelter in place, transit ridership and fare revenues have plummeted by more than $90 \%$ at many agencies. According to a survey by the California Transit Association, BART saw more than a $94 \%$ reduction in ridership and $\$ 8.9$ million in losses recently. Similarly, LA Metro's ridership is down by $75 \%$ and is losing up to $\$ 5.75$ million weekly in fare revenue. San Diego's MTS weekly ridership is down by $75 \%$ with a nearly $\$ 1.4$ million hit
to revenues. CalTrain ridership is down $95 \%$, costing $\$ 2$ million in revenues per week, while Sacramento Regional Transit is down $80 \%$ and has lost more than $\$ 3$ million over the same time period.

Collectively, California's transit agencies will face approximately $\$ 2$ billion in lost fare revenue and new operational expenses alone due to the COVID-19 pandemic.

In addition to these fare revenue losses and cost increases, we know a second wave will come crashing down on local transit agencies in the coming months. State and local sales tax revenues will plummet with a slowing economy, undercutting a key source of transit funding. Transit agencies in California rely more on sales tax funding for their core, non-fare-based revenue than do most agencies across the country.

Public transportation agencies are already suspending or dramatically curtailing much of their service, deferring payments to contractors, and/or furloughing employees - limiting mobility options for essential workers and disrupting services during this crisis. These disruptions could become permanent without state action.

Fortunately, the federal relief package provides much needed immediate funding for local transit agencies that will help mitigate the worst and most immediate impacts of COVID-19. The stimulus package includes more than $\$ 25$ billion in funding to transit agencies throughout the U.S. California agencies are expected to receive approximately $\$ 3.75$ billion.

But these funds will only stop the immediate bleeding over the coming few months. They will likely not stabilize transit or cover the anticipated losses beyond this summer. By fall, the predicted recession will cut into public transit's sales tax funding base, which the new federal stimulus funding will likely not cover.

On behalf of our nearly 200 members, the California Transit Association will continue to monitor and report on the real-life impact of the crisis. As part of this effort, we will assess the extent to which new federal funding has slowed the demise of local transit services and the anticipated needs of agencies going forward when sales tax funding declines. Then, we will continue to work with Gov. Gavin Newsom and his administration and legislative leaders to determine if further state relief is needed.

It will likely become imperative that the state support local transit agencies further as part of the anticipated August budget revise - providing new funds to keep the doors open and the trains and buses running through the hard times to come.

We understand there are serious and competing needs for limited state resources. Sustainable and available public transit is absolutely vital in this time of crisis, and
also critical to helping our economy get back on track when life resumes to normal by getting millions to work, school, shopping, medical appointments and other obligations. Prior to the current public health crisis, California's public transit agencies provided more than 1 billion trips per year.

Local agency leaders are committed to partnering with the governor and state elected leaders. Without action, public transit as we know it may never be the same.

## Star Tribune

## Germophobes Shumning Pubblic Transit Give Carmakers A Bit Of Hope

People without vehicles are rethinking their ways - which could also damage the ride-share industry.

By: David Welch and Gabrielle Coppola Bloomberg News
April 26, 2020


Ilyas Tayfun Salci• Anadolu Agency via Getty Images/TNS
Fear of coronavirus exposure on public transit is giving a glimmer of hope for carmakers and dealers who need depressed vehicle sales to bounce back.

When Jason Rogers' Buick Rendezvous blew its exhaust system and became undrivable last year, the cable and internet salesman and weekend songwriter decided he would just take the bus to downtown Nashville from his home 10 miles south.

That 45-minute commute worked until the coronavirus hit U.S. cities starting in February. Then, Rogers said, he started renting cars by the week to avoid catching COVID-19 on the bus and bringing it home to his two children. With rental rates costing him $\$ 1,200$ a month, the single father said he's now looking to buy a car and stay off public transit.
"I have no interest in getting on the bus or a ride-sharing system unless I'm in a hazmat suit," Rogers said in a phone interview. "I'm very much erring on the side of caution. I know where the car has been and who has been in it."

Welcome to newly germophobic America, where people are avoiding other humans and anything they might have touched, including steering wheels, bus railings and car armrests.

The precautions Rogers and others are taking are a glimmer of hope for carmakers and dealers who need depressed vehicle sales to bounce back. They also could prolong the crisis for the sharing economy by leaving public transit providers and companies including Uber Technologies Inc. and Lyft Inc. reeling from a long-lasting dearth of riders.

The auto industry is already seeing a couple of positive signs in this regard. In the first two weeks of April, Cars.com's unique visitors bounced back from late-March doldrums. According to a recent survey by the vehicle-shopping website, $20 \%$ of people searching for a car said they don't own one and had been using public transit or ride hailing.

Fear of catching the coronavirus isn't the only reason shared transportation has taken a plunge. Many people are sheltering in place not only out of caution, but because of government-ordered closures of nonessential businesses.

Shutdowns have kept millions of workers at home and hammered public-transit systems, which are now carrying $70 \%$ fewer riders than usual, according to the American Public Transportation Association. Uber said in March that it has seen a similar drop and the company scrapped its earnings forecast. Lyft also said its ridership is way down and withdrew guidance.
"Until there's a vaccine or some kind of antibody that gets developed, people are going to be very concerned about their health," Tom Doll, CEO of Subaru Corp.'s U.S. sales unit, told Bloomberg Television. "So these ride-sharing-type businesses that have come up could face a little bit of headwinds when the economy finally comes back up."

Lyft, which has spent almost $\$ 1.5$ million on cleaning supplies and protective equipment and distributed sanitizing products to drivers across the country, is following U.S. health guidelines and communicating them to drivers to protect themselves and riders, a spokesperson said. Uber didn't immediately respond to a request for comment.

Any bump in car-buying from virus-averse commuters will only mitigate the damage being done to U.S. vehicle sales that IHS Markit sees falling $27 \%$ this year to just 12.5 million cars and trucks.

But slowing or perhaps even reversing the gradual migration from individual car ownership to shared rides could have longer-term ramifications. General Motors Co. announced this week it will permanently shut down its car-sharing service Maven.
"We definitely do see a return to what l'll call personal transportation and trust," Scott Keogh, Volkswagen's U.S. CEO, said by phone. He predicts a shift in consumer mindset to: "I know where this car has been; I know it's mine."

Still, Keogh said he doesn't think Uber and Lyft were taking many sales from carmakers to begin with.
"Will it lead to massive growth? That I don't see," he said. "But I definitely see a reset. If the trend was sharing everything and the car as personal transportation is 20th century - I don't see that."

Vehicle sales could rebound in the U.S. as they have in China once government shutdowns are lifted. Even in Wuhan, the epicenter of the coronavirus outbreak, sales have bounced back with some consumers opting for the safety of their own car rather than China's public transit systems.

Vetter said Cars.com shopper visits rose $10 \%$ from the first week of April to the second week. J.D. Power reported Wednesday that retail sales are slowly recovering from being off almost $60 \%$ in the last full week of March to a still-steep but less-dismal decline of $48 \%$ in the third week of April.

With automakers offering zero-percent financing deals and other big discounts, "new cars are showing a big resurgence," Vetter said.

As for Rogers, he sees so many deals for both new and used models that he's looking at some luxury vehicles like a Range Rover Evoque or Lincoln MKZ hybrid.
"Everything I'm looking at seems to be about $10 \%$ cheaper than it was," Rogers said. "I don't need to be fanned by palms and fed grapes, but I do want a good sound system."

## CITY LAB

## How U.S. Public Transit Can Survive Coronavirus

Subway and bus systems in the U.S. face financial peril as ridership collapses due to lockdowns. To keep transit alive, here's a playbook for immediate and long-term fixes.
By: Alon Levy \& Eric Goldwyn
April 24, 2020
Public transportation has been in a state of crisis since the coronavirus pandemic began. Ridership in major cities in the U.S., Europe and China is down by $50-90 \%$ from precrisis levels. Local taxes used to subsidize systems in America, such as sales taxes, have taken a big hit as well. Transit operators are running out of money quickly. While the federal government has allocated $\$ 25$ billion in emergency aid to help cover operational losses, the next six months will still present an enormous financial challenge to local agencies as they struggle to attract riders back onto buses and subways and continue capital projects.

As urban research scholars specializing in public transit costs, we worry that this dynamic could result in damaging decision-making. Historically, it has been during times of crisis that agencies have deferred maintenance, cut service and canceled expansion projects. It's these choices, made under extreme duress, that have crippled American transit agencies before.

But there is a way forward. We offer these pathways for saving transit, immediately and into the future.

## What to do now

For the duration of the pandemic, agencies need money to continue running service, and to keep operators and passengers safe. Spending priorities need to shift and mimic the best practices used in cities that keep their public spaces clean and their infection rates low. U.S. transit agencies should do all of the following interventions:

- Hire more cleaners to sanitize vehicles and stations frequently. Alex Garcia, an American urbanist researcher living in Taipei, told us that in the event of an outbreak, that city plans to disinfect all of its stations daily, the equipment that passengers touch every four hours, and trains every two hours if there is even a
suspected case traveling by train. Seoul also uses drones to sprinkle disinfectant on hard-to-reach elevated places.
- Use noninvasive handheld or infrared thermometers to scan all passengers' temperature - a technique that is very common outside stores and offices in Asian cities and is now being employed to screen transit users in Taipei.
- Provide front-line workers with masks, gloves, and other protective equipment, especially those tasked with cleaning the system. New York City Transit cleaners have had to work without any PPE, which may have contributed to the elevated death rates among them.
- Require all passengers to cover their faces, and clearly communicate what is and is not allowed. Reusable cloth masks should be acceptable.
- Engage in small-scale capital projects to reduce infection spread, such as coating metal poles on trains with copper, which renders viruses inactive. (One Taipeibased food chain has so coated its doorknobs.)
- For the fast-growing number of operators who have been exposed to the virus already, ensure that they have the job protections and medical care that they require.

On the operations front, agencies should also adjust schedules and consider new kinds of routes and vehicles that serve hospitals, testing centers, industrial clusters and grocery stores rather than office buildings and schools. In San Francisco, the SFMTA dramatically reduced the scope of its network by slashing 72 of 89 routes. Temporary cuts allow transit agencies to focus their workforce and resources into the routes that serve essential workers and medical centers while also maintaining enough service to permit social distancing onboard the bus.

## What to plan over the next year

As the economy begins to recover from the pandemic, transit agencies will have to rebuild ridership. This will be a difficult task: Historically, transit ridership and employment have been intertwined. With unemployment skyrocketing, we expect transit ridership to rebound slowly.

To ensure ridership can scale up when service eventually returns to pre-crisis levels, transit agencies and local departments of transportation should develop plans to increase the throughput of transit vehicles on congested streets or antiquated infrastructure. Strategies for doing so include dedicating lanes to buses, giving buses priority at signalized intersections, enacting congestion pricing, implementing parking restrictions, funding capital projects to fix chronic chokepoints and investing in new technologies that enhance transit operations.

Short-term cuts deployed to save transit agencies money during a crisis should not become permanent once the crisis is over.

As agencies take a beat to figure out how they will continue to operate service beyond April, this is the perfect time for capital construction teams to consider alternatives that will reduce their construction costs and speed up timelines for future lines. The Beverly Hills City Council recently approved the full closure of a three-block stretch of Wilshire Boulevard to expedite construction on the Purple Line extension, which is projected to shave as much as six months off of the construction schedule. While rushing this work comes with its own set of health risks, if construction can continue in a safe manner, agencies should take advantage of stay-at-home orders and push for more aggressive construction timelines.

The aftermath of the 2008 financial crisis offers a lesson in what transit agencies should not do. Many agencies cut service during the ensuing recession. When we examined the change in service hours for buses in New York between 2008 and 2018, we observed that service hours had been slashed by nearly $20 \%$, even as the unemployment rate fell from 2011-19, a time when bus service should have increased; citywide ridership fell by $\underline{22 \%}$ between the same period. While this is merely a correlation - service was cut, ridership fell - there is evidence of causation in the transportation literature.

That's why short-term cuts deployed to save transit agencies money during a crisis should not become permanent once the crisis is over. Transit agency after transit agency made this same mistake after 2008 and saw ridership decline year after year, except Seattle, which increased service and experienced ridership gains.

## Big, structural change is needed

Finally, in the long run, the federal government should work with states to relax local land-use restrictions and nurture a more beneficial transportation-land-use connection. Transit thrives when it is surrounded by a certain level of population density and mix of land uses; because American cities are largely defined by low-density development, many cities with fairly expansive subway and light-rail networks have flagging ridership. If land-use regulations around train stations allowed a greater mix of midand high-rise buildings, they'll attract higher ridership than if they continue to be flanked by single-family houses (as in much of California) or parking lots (as in many newer American light rail networks).

Transit agencies need the funding they are about to receive, but it will hardly solve all of their problems. For starters, the way the federal government apportions money to
transit agencies often comes in the form of competitive grants for capital projects, such as a new light-rail or the extension of a legacy subway network. This $\$ 25$ billion emergency infusion, however, is exclusively for operational costs, the provision of service. While we hope that Covid-19 is a blip on the radar, this shift in funding priorities is an extremely encouraging development that we hope takes shape in future programs that fund state-of-good-repair maintenance.

As transit agencies struggle to find their footing in an uncertain future with dramatically less revenue from the usual sources, it's time to rethink how transit agencies operate and are funded. If agencies reassess their priorities and push forward ambitious plans to reorient cities around their systems, with the assistance of the federal government, buses and subways can thrive when the country is ready to return to regular service.

## The 级的

## Does Widespread Disinfecting Kill the Coronavirus? It's Under Debate

Spraying streets and inside buildings might calm a worried public, but it's too early to know whether such efforts reduce transmission.


A worker in Cannes, France, sprayed disinfectant last week. Scientists say that while hand washing is essential, there is not yet evidence that the virus can be gotten by touching surfaces.Credit...Valery Hache/Agence France-Presse - Getty Images

## By: Karen Weintraub

April 14, 2020
The images are compelling: Fire trucks in Tehran or Manila spray the streets. Amazon tests a disinfectant fog inside a warehouse, hoping to calm workers' fears and get them back on the job. TV commercials show
health care workers cleaning chairs where blood donors sat. Families nervously wipe their mail and newly delivered groceries.

These efforts may help people feel like they and their government are combating the coronavirus. But in these still-early days of learning how to tamp down the spread of the virus - whether it's on steel poles in trains, the streets or the cardboard boxes delivered to homes - experts disagree on how best to banish the infectious germs.
"There is no scientific basis at all for all the spraying and big public works programs," said Michael Osterholm, director of the Center for Infectious Disease Research and Policy at the University of Minnesota. "It's at best wasteful, and at worst we're just putting disinfectants into the environment that we don't need."

Most transmission of the virus comes from breathing in droplets that an infected person has just breathed out - not from touching surfaces where it may be lurking. "Transmission of novel coronavirus to persons from surfaces contaminated with the virus has not been documented," the Centers for Disease Control and Prevention notes on its website.

Hand washing remains important - now and always, Dr. Osterholm said. But to avoid getting sick, the public should focus on staying away from other people, he added.

Other experts are not ready to confidently dismiss disinfecting. There are just too many unknowns about this virus, said Marc Lipsitch, an infectious disease epidemiologist at the Harvard T.H. Chan School of Public Health.
"I'd personally be surprised if disinfecting outdoor spaces has any impact, but that's more of a hunch based on first principles than a scientifically informed view," Dr. Lipsitch said, because no one has studied the issue yet. And it will be difficult to study the effectiveness of such moves, he said on a call with journalists on April 7, because "everyone is throwing a mix of interventions at the problem, as they should."

To conduct scientific research, measures would have to be tried one at a time to gauge their effect.

Joshua Santarpia, an associate professor of pathology and microbiology at the University of Nebraska Medical Center, questions the widespread use of disinfectants outdoors. "It seems like a little much," he said of the trucks spraying in other countries. "It seems unnecessary to do that outside."

Claims made on Facebook that helicopters would be spraying disinfectant in New York City were false, The Associated Press reported.

Dr. Santarpia said that disinfecting surfaces indoors, though - in airports, for example - is a good idea. "You want to make sure an indoor space is decontaminated before you allow people back in," he said.

Airlines, including Delta, have been fogging aircraft with disinfectants. And transit authorities, including those in New York, Boston and Washington, D.C., have stepped up their cleaning practices. The Georgia National Guard has been disinfecting the state's nursing homes.

The virus probably can't survive more than a few days on most surfaces, according to one recent study, and it's not clear whether the concentration of the virus on a surface would be enough to transmit disease.

So theoretically, leaving a space alone for a week should be enough to decontaminate it. But Dr. Santarpia said most people understandably want the extra assurance that cleaning might provide.
"You want to be able to say, 'I cleaned it. I know it's safe,"" he said.
The C.D.C. has issued guidelines on which products are effective at safely getting rid of the coronavirus, and the Environmental Protection Agency has released a list of registered cleaning products that meet its criteria for killing it.

Household cleaners are designed to disinfect surfaces, not to eliminate virus from the air, said Sandy Posa, chief executive of Force of Nature, a start-up making an environmentally friendly disinfectant that meets the E.P.A.'s standard.

Dr. Osterholm of the University of Minnesota said he's spent his 40-year medical career trying to convince people to be more diligent about washing their hands to prevent disease - so he doesn't want to say it's not important. But he believes that social distancing will prevent the majority of Covid-19 infections.


[^0]:    CHECK JOURNAL DETAIL BY CHECK NUMBER
    ALL CHECKS FOR ACCOUNTS PAYABLE

[^1]:    ParaCruz Operations Status Report

[^2]:    | 32 Calendar School Days of SJ SU |
    | :--- |
    | 33 Calendar School Days of Cabrillo |
    | 42 Calendar School Days of UCSC |

[^3]:    ${ }^{1}$ Emergency transportation services may include but are not limited to activities associated with; civil evacuation, transporting first responders to / from affected areas, transportation services to designated Points of Distribution for water, food, supplies and other related activates.

[^4]:    UCSC: reduced by $\$ 90 \mathrm{~K}$
    TDA - LTF Funds: reduced by \$539K
    Other Revenue : increased by $\$ 2 \mathrm{~K}$ (License agreement with Netflix)

[^5]:    | $56,756,266$ | $57,263,399$ | $0.9 \%$ | $57,203,307$ | $-0.1 \%$ |
    | :--- | :--- | :--- | :--- | :--- |

    $(5,038,620) \quad(2,219,967) \quad-55.9 \% \quad(311,464) \quad-86.0 \%$

    | $51,717,646$ | $55,043,433$ | $6.4 \%$ | $56,891,843$ | $3.4 \%$ |
    | :--- | :--- | :--- | :--- | :--- |

    ## 51,717,64

[^6]:    MISC EXPENSE
    509011 Dues/Subscriptions 509081 Advertising - District Promo 509101 Employee Incentive Program 509121 Employee Training 509122 BOD Travel

    509123 Travel 509125 Local Meeting Expense 509127 Board Director Fees
    509150 Contributions
    509198 Cash Over/Short
    509999 Other Misc Expense

[^7]:    *Transferred from Purchasing

[^8]:    *1 FTE transferred to Finance; New Title is Project Manager

