



**SunLine Transit Agency/
SunLine Services Group
April 26, 2023
12:00 p.m.**

**Joint Regular Meeting of the SunLine Transit Agency &
SunLine Services Group Board of Directors
Regular Board of Directors Meeting**

**Board Room
32-505 Harry Oliver Trail
Thousand Palms, CA 92276**

NOTICE TO THE PUBLIC

SunLine has discontinued its COVID-19 Emergency Declaration and has returned its Board and Board Committee meetings to live and in-person attendance at the location noted above. These meetings are no longer available for viewing, attendance, or comment by two-way audiovisual platform, two-way telephonic service, webcasting, or streaming video broadcast. SunLine may prepare audio or video recordings of Board meetings. In accordance with the Brown Act and California Public Records Act, these recordings are subject to public inspection for a period for thirty (30) days after the meeting.

In compliance with the Brown Act, agenda materials distributed to the Board 72 hours or less prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to or at the meeting at SunLine Transit Agency's Administration Building, 32505 Harry Oliver Trail, Thousand Palms, CA 92276 and on the Agency's website, www.sunline.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (760) 343-3456 if special assistance is needed to participate in a Board meeting, including accessibility and translation services. Notification of at least 72 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

ITEM

RECOMMENDATION

- 1. CALL TO ORDER**
- 2. FLAG SALUTE**
- 3. ROLL CALL**

ITEM

RECOMMENDATION

4. PRESENTATIONS

a) Earth Day Presentation

5. FINALIZATION OF AGENDA

6. APPROVAL OF MINUTES

APPROVE

a) [March 22, 2023 Joint Board Meeting](#)

(PAGE 5-8)

7. PUBLIC COMMENTS

RECEIVE COMMENTS

NON AGENDA ITEMS

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items unless authorized. Comments shall be limited to matters not listed on the agenda. Members of the public may comment on any matter listed on the agenda at the time that the Board considers that matter. Each person’s presentation is limited to a maximum of three (3) minutes.

8. BOARD MEMBER COMMENTS

RECEIVE COMMENTS

9. CONSENT CALENDAR

All items on the Consent Calendar will be approved by one motion, and there will be no discussion of individual items unless a Board Member requests a specific item be pulled from the calendar for separate discussion. The public may comment on any item.

RECEIVE & FILE

[9a\) Checks \\$1,000 and Over Report for February 2023](#)

(PAGE 9-13)

[9b\) Credit Card Statement for February 2023](#)

(PAGE 14-22)

[9c\) Monthly Budget Variance Report for February 2023](#)

(PAGE 23-27)

[9d\) Contracts Signed in Excess of \\$25,000 for March 2023](#)

(PAGE 28-29)

[9e\) Union & Non-Union Pension Investment Asset Summary February 2023](#)

(PAGE 30-41)

[9f\) Ridership Report for March 2023](#)

(PAGE 42-45)

[9g\) SunDial Operational Notes for March 2023](#)

(PAGE 46-48)

[9h\) Metrics for March 2023](#)

(PAGE 49-71)

[9i\) Quarterly Capital Projects Update for 1st Quarter Calendar Year 2023](#)

(PAGE 72-76)

[9j\) Board Member Attendance for March 2023](#)

(PAGE 77-78)

[9k\) SSG/SRA Checks \\$1,000 and Over Report for February 2023](#)

(PAGE 79-80)

ITEM

RECOMMENDATION

- 9l) SSG Monthly Budget Variance Report for February 2023 (PAGE 81-83)
- 9m) Taxi Trip Data – March 2023 (PAGE 84-85)
- 10. **RESOLUTION NO. 0803 TO OBTAIN LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDING**
(Kathleen Kelly, Chair of Finance/Audit Committee; Staff: Luis Garcia, Controller/Assistant Chief Financial Officer) **APPROVE**
(PAGE 86-90)
- 11. **PAYROLL SERVICES**
(Kathleen Kelly, Chair of Finance/Audit Committee; Staff: Luis Garcia, Controller/Assistant Chief Financial Officer) **APPROVE**
(PAGE 91-94)
- 12. **ENHANCED SECURITY GUARD SERVICES**
(Kathleen Kelly, Chair of Finance/Audit Committee; Staff: Vanessa Mora, Chief Safety Officer) **APPROVE**
(PAGE 95)
- 13. **EMPLOYEE HANDBOOK**
(Russell Betts, Chair of Board Operations Committee; Staff: Tamara Miles, Chief of Human Relations) **APPROVE**
(PAGE 96-216)
- 14. **APPROVAL OF A LETTER OF AGREEMENT (LOA) WITH TEAMSTERS LOCAL 1932 (TEAMSTERS)**
(Russell Betts, Chair of Board Operations Committee; Staff: Isabel Vizcarra, Chief Transportation Officer) **APPROVE**
(PAGE 217-221)
- 15. **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH AMALGAMATED TRANSIT UNION (ATU) LOCAL 1277**
(Staff: Isabel Vizcarra, Chief Transportation Officer) **APPROVE**
(PAGE 222-409)
- 16. **SUNRIDE CATHEDRAL CITY SERVICE OVERVIEW**
(Staff: Jill Plaza, Taxi/Contracted Transportation Services Administrator) **INFORMATION**
(PAGE 410-420)
- 17. **GENERAL COUNSEL’S REPORT**
- 18. **CEO/GENERAL MANAGER’S REPORT**

ITEM

RECOMMENDATION

19. CLOSED SESSION

a) PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code section 54957(b)(1)

Title: CEO/General Manager

20. NEXT MEETING DATE

May 24, 2023 at 12 p.m.

Board Room

32-505 Harry Oliver Trail

Thousand Palms, CA 92276

21. ADJOURN

MINUTES

Joint SunLine Transit Agency/SunLine Services Group Board of Directors Meeting March 22, 2023

A joint regular meeting of the SunLine Transit Agency and SunLine Services Group Board of Directors was held at 12:00 p.m. on Wednesday, March 22, 2023 in the Board Room at SunLine Transit Agency, 32-505 Harry Oliver Trail, Thousand Palms, CA 92276.

1. CALL TO ORDER

The meeting was called to order at 12:00 p.m. by Chairperson Glenn Miller.

2. FLAG SALUTE

Board Member Betts led the pledge of allegiance.

3. ROLL CALL

Members Present:

Glenn Miller, Chair, SunLine Agency Board Member, City of Indio
Lisa Middleton, Vice-Chair, SunLine Agency Board Member, City of Palm Springs
Denise Delgado, SunLine Agency Board Member, City of Coachella
Nancy Ross, SunLine Agency Board Member, City of Cathedral City
Russell Betts, SunLine Agency Board Member, City of Desert Hot Springs
Ty Peabody, SunLine Agency Board Member, City of Indian Wells
John Peña, SunLine Agency Board Member, City of La Quinta
Kathleen Kelly, SunLine Agency Board Member, City of Palm Desert
Lynn Mallotto, SunLine Agency Board Member, City of Rancho Mirage

Members Absent:

Supervisor V. Manuel Perez, SunLine Agency Board Member, County of Riverside

4. PRESENTATIONS

a) Recognition

Chairperson Glenn Miller presented a proclamation in recognition of former CEO/General Manager, Lauren Skiver.

5. FINALIZATION OF AGENDA

No changes to the agenda.

**SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
MARCH 22, 2023**

6. APPROVAL OF MINUTES FOR THE JOINT STA/SSG JANUARY 25, 2023 BOARD MEETING

Board Member Peabody moved to approve the minutes of the February 22, 2023 Joint STA/SSG Board meeting. The motion was seconded by Board Member Mallotto. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain

7. PUBLIC COMMENTS

One (1) public comment was made by:

- Robert Sneed

8. BOARD MEMBER COMMENTS

None

9. CONSENT CALENDAR

Board Member Betts moved to approve the consent calendar. The motion was seconded by Board Member Peña. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain

10. NOTICE OF EXEMPTION FOR DIVISION 11 AT INDIO FOR HYDROGEN FUELING STATION

Finance/Audit Committee Chair Kelly reported that this item was brought to the committee and they unanimously approved the item. SunLine Transit Agency Board Member Kelly moved to approve the Notice of Exemption for Division II at Indio for Hydrogen Fueling Station. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain

11. RESOLUTION NO. 095 SETTING SPECIAL MUSIC FESTIVAL VENUE FEE

Taxi Committee Chair Kelly reported that this item was brought to the committee and they unanimously approved the item.

Board Member comment was made by:

- Board Member Betts, City of Desert Hot Springs

Following Board Member comment, SunLine Transit Agency Board Member Kelly moved to approve Resolution No. 095 Setting Special Music Festival Venue Fee. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain

**SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
MARCH 22, 2023**

**12. RESOLUTION NO. 096 SETTING FY24 SUNLINE SERVICES GROUP
(SSG) PERMITTING FEES**

Taxi Committee Chair Kelly reported that this item was brought to the committee and they unanimously approved the item. SunLine Transit Agency Board Member Kelly moved to approve Resolution No. 095 Setting Special Music Festival Venue Fee. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain

13. GENERAL COUNSEL'S REPORT

General Counsel had no updates to report.

14. CEO/GENERAL MANAGER'S REPORT

Interim CEO/General Manager, Gloria Salazar, provided a brief oral report.

15. CLOSED SESSION

a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6

Agency designated representatives: Gloria Salazar, Interim CEO/GM SunLine,
Irma Rodriguez Moisa, Special Legal Counsel

Employee organizations: Amalgamated Transit Union Local 1277

a) There was no reportable action taken

b) PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code section 54957(b)(1)

Titles: CEO/General Manager; Chief of Staff; Chief Financial Officer;
Chief Performance Officer; Chief of Information Technology;

Deputy Chief Transportation Officer; Deputy Chief Maintenance Officer

b) There was no reportable action taken

16. NEXT MEETING DATE

April 26, 2023 at 12 p.m.

Board Room

32-505 Harry Oliver Trail

Thousand Palms, CA 92276

**SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
MARCH 22, 2023**

17. ADJOURN

The SunLine Services Group and SunLine Transit Agency meeting concurrently adjourned at 1:14 p.m.

Respectfully Submitted,

Edith Hernandez
Clerk of the Board

A recording of the March 22, 2023 Board proceedings is available [here](#).

SunLine Transit Agency

CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Finance/Audit Committee
Board of Directors

RE: Checks \$1,000 and Over Report February 2023

Summary:

The Checks \$1,000 and Over Report lists all of the checks processed at the Agency with a value of over \$1,000 for a given month.

Recommendation:

Receive and file.

**SunLine Transit Agency
Checks \$1,000 and Over
February 2023**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
PERMA - INSURANCE	Feb/Mar General Liability/Workers Comp Premiums	692029	02/16/2023	450,506.67
PERMA - INSURANCE	Jan General Liability/Workers Comp Premiums	691915	02/03/2023	230,131.71
IMPERIAL IRRIGATION DIST	Utilities	692078	02/23/2023	129,477.68
U.S. BANK INSTITUTIONAL TRUST-WESTERN	Pension Deposit	691975	02/09/2023	117,597.04
U.S. BANK INSTITUTIONAL TRUST-WESTERN	Pension Deposit	692109	02/23/2023	117,088.76
SO CAL GAS CO.	Utilities	692098	02/23/2023	70,904.89
PERMA - INSURANCE	Insurance-General & Auto Liability	692091	02/23/2023	61,900.00
AVAIL TECHNOLOGIES	WIP- Avail Equipment for H2 Ride Project Acct #2215	691988	02/16/2023	46,053.13
BAE SYSTEMS CONTROLS, INC.	Repair Parts-Fixed Route	692057	02/23/2023	39,080.15
IMPERIAL IRRIGATION DIST	Utilities	691951	02/09/2023	37,376.62
ATKINSON, ANDELSON, LOYA RUUD AND ROMO	Legal Services	691883	02/03/2023	31,752.00
MICHELIN NORTH AMERICA, INC.	Lease Tires Services	692019	02/16/2023	25,256.83
NFI PARTS	Inventory Repair Parts	691878	02/03/2023	24,241.57
BURKE, WILLIAMS & SORENSEN, LLP	Legal Service	691991	02/16/2023	22,352.39
WSP USA INC.	TDM & Vanpool Program	692113	02/23/2023	20,971.97
TRUGUARD SECURITY SERVICES, INC	Security Guard Services	692045	02/16/2023	18,326.27
AVAIL TECHNOLOGIES	Inventory Repair Parts	691987	02/16/2023	15,975.88
COACHELLA VALLEY TAXI	SunRide Ride Share Expenses	692081	02/23/2023	15,424.66
GLORIA G. SALAZAR	Consulting	692008	02/16/2023	14,569.65
SONSRAY FLEET SERVICES	Inventory Repair Parts	691924	02/03/2023	13,539.12
SOCALGAS	Utilities	691968	02/09/2023	13,422.73
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	692115	02/23/2023	13,315.88
GALLAGHER BENEFIT SERVICES, INC	Consulting-General	692006	02/16/2023	12,687.50
NATSCO TRANSIT SOLUTIONS INC.	Inventory Repair Parts	691909	02/03/2023	12,532.16
PALM SPRINGS MOTORS, INC.	Inventory Repair Parts	692025	02/16/2023	12,465.77
UNUM	Group Dental & Vision Premiums	692039	02/16/2023	11,545.99
VERIZON WIRELESS	Wireless Telephone Service	691977	02/09/2023	11,221.15
ELDORADO NATIONAL (CALIFORNIA), INC.	Inventory Repair Parts	692000	02/16/2023	10,484.38
NFI PARTS	Inventory Repair Parts	691978	02/16/2023	10,263.19
TOWNSEND PUBLIC AFFAIRS, INC	Consulting-General	691974	02/09/2023	9,000.00
OLD GREEN HOUSE LLC	Planning Consultant	692034	02/16/2023	7,830.00
DYNAMIC BUILDING MAINTENANCE INC	Janitorial Services	691945	02/09/2023	7,734.00
CALIFORNIA HYDROGEN BUSINESS COUNCIL	Membership Renewal	691937	02/09/2023	7,500.00
TRACKIT LLC	Computer/Network Software Agreement	692044	02/16/2023	7,350.00
TRANSIT PRODUCTS & SERVICES	Inventory Repair Parts	692108	02/23/2023	7,161.50
TEC EQUIPMENT, INC.	Inventory Repair Parts	692105	02/23/2023	6,772.81
RIDECO US INC	SunRide Ride Share Expenses	692093	02/23/2023	6,665.58
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	691928	02/03/2023	6,621.41
PRUDENTIAL OVERALL SUPPLY	Uniforms	692092	02/23/2023	6,188.72

**SunLine Transit Agency
Checks \$1,000 and Over
February 2023**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
DESERT SUN PUBLISHING LLC	Advertising	691897	02/03/2023	6,000.00
AMALGAMATED TRANSIT UNION	Union Dues	691930	02/09/2023	5,966.36
AMALGAMATED TRANSIT UNION	Union Dues	692056	02/23/2023	5,774.84
ANDREA CARTER & ASSOCIATES	Marketing & Communication Services	691985	02/16/2023	5,770.00
OPW FUELING COMPONENTS	Inventory Repair Parts	692086	02/23/2023	5,557.22
SUN CHEMICAL	WIP-Pressure Washer Project Acct#2207	692032	02/16/2023	5,385.95
CLEAN ENERGY	Inventory Repair Parts	691939	02/09/2023	5,383.14
US BANK VOYAGER FLEET SYSTEMS	Unleaded/Diesel Fuel	692047	02/16/2023	5,098.72
PALM SPRINGS MOTORS, INC.	Inventory Repair Parts	692088	02/23/2023	4,893.77
SONSRAY FLEET SERVICES	Inventory Repair Parts	692043	02/16/2023	4,679.31
SAFETY-KLEEN CORPORATION	Lubricants- Oil	691917	02/03/2023	4,453.78
TPX COMMUNICATIONS	Communication Service	692107	02/23/2023	4,141.75
ANDERSON COMMUNICATIONS	Radio Repeater Hill Top Rental	691989	02/16/2023	4,000.00
BUREAU VERITAS NORTH AMERICA	Inventory Repair Parts	692059	02/23/2023	3,750.94
TWO KNIGHTS INSURANCE SERVICES	Benefit Management Expenses	691973	02/09/2023	3,464.00
FRANKLIN TRUCK PARTS, INC	Inventory Repair Parts	692005	02/16/2023	3,434.30
NFI PARTS	Inventory Repair Parts	692055	02/23/2023	3,382.79
SC FUELS	Lubricants- Oil	692036	02/16/2023	3,200.18
HOME DEPOT CREDIT SERVICES	Facility Maintenance	691949	02/09/2023	3,167.77
CDW GOVERNMENT, INC	WIP-View Sonic Computer Monitors Project Acct#1903	691994	02/16/2023	3,104.46
IMPERIAL IRRIGATION DIST	Utilities	691901	02/03/2023	3,102.82
CHARTER COMMUNICATIONS	Utilities	692037	02/16/2023	2,974.98
BURRTEC WASTE & RECYCLING SERVICES	Trash Service	691934	02/09/2023	2,885.13
FULTON DISTRIBUTING	Bus Stop Supplies	692068	02/23/2023	2,841.26
PRUDENTIAL OVERALL SUPPLY	Uniforms	692030	02/16/2023	2,836.79
PACKET FUSION, INC.	Communications	692087	02/23/2023	2,819.03
NFI PARTS	Inventory Repair Parts	691929	02/09/2023	2,805.29
GILLIG LLC	Inventory Repair Parts	691898	02/03/2023	2,787.53
ELDORADO NATIONAL (CALIFORNIA), INC.	Inventory Repair Parts	691893	02/03/2023	2,769.15
FORENSIC DRUG TESTING SERVICES	Alcohol & Drug Testing	691896	02/03/2023	2,670.75
HOLLAND GLASS AND MIRROR	Repair Claims	691892	02/03/2023	2,610.00
CALIFORNIA STATE DISBURSEMENT UNIT	Garnishment	691938	02/09/2023	2,584.66
CALIFORNIA STATE DISBURSEMENT UNIT	Garnishment	692061	02/23/2023	2,498.35
FORENSIC DRUG TESTING SERVICES	Alcohol & Drug Testing	692004	02/16/2023	2,433.00
INLAND LIGHTING SUPPLIES, INC.	Electrical Expenses	691903	02/03/2023	2,406.60
VALLEY OFFICE EQUIPMENT, INC.	Copier Services	692048	02/16/2023	2,404.75
ROBERT BACH	Consulting-General	692033	02/16/2023	2,377.24
ALLIED REFRIGERATION, INC	Freon & Coolant	691982	02/16/2023	2,322.43
BROADLUX, INC.	Repair Parts-CNG	691884	02/03/2023	2,243.10

**SunLine Transit Agency
Checks \$1,000 and Over
February 2023**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
A-1 ALTERNATIVE FUEL SYSTEMS/A-1 AUTO	Inventory Repair Parts	691983	02/16/2023	2,165.91
PASTION INDUSTRIES, INC	WIP-Fire Alarm (5) Additional Pull Station Project Acct#1912-02	692089	02/23/2023	2,150.00
INTERNATIONAL E-Z UP, INC.	Board Room Supplies	691904	02/03/2023	2,142.38
SOUTH COAST AQMD	Permits & Licenses	691969	02/09/2023	2,026.89
QUADIENT FINANCE USA, INC.	Postage	691964	02/09/2023	2,000.00
ELDORADO NATIONAL (CALIFORNIA), INC.	Inventory Repair Parts	692069	02/23/2023	1,876.77
JOSEPH LYNN FRIEND	Contracted Services	692015	02/16/2023	1,852.50
SWRCB ACCOUNTING OFFICE	Permits & Licenses	692042	02/16/2023	1,738.00
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	692097	02/23/2023	1,636.35
GILLIG LLC	Inventory Repair Parts	692007	02/16/2023	1,619.40
HD INDUSTRIES	Outside Repair-Fixed Route	691948	02/09/2023	1,605.00
WELTYS ENTERPRISES, INC.	Printing Expense	692111	02/23/2023	1,573.91
GRAINGER	Facility Maintenance	692009	02/16/2023	1,572.86
COMPRESSOR DESIGN AND SERVICES INC	Repair Parts-CNG	691889	02/03/2023	1,546.67
N/S CORPORATION	Facility Maintenance	691908	02/03/2023	1,525.92
FRONTIER COMMUNICATIONS	Utilities- OPS Bldg	692072	02/23/2023	1,525.00
WILLIAM LOPER	Consulting-General	692112	02/23/2023	1,500.00
TOTAL CARE WORK INJURY CLINIC	Medical Exam & Testing	692053	02/16/2023	1,495.00
MILE3 WEB DEVELOPMENT	Website Maintenance	692020	02/16/2023	1,470.00
DESERT SUN PUBLISHING CO., THE	Advertising	692067	02/23/2023	1,443.20
C V WATER DISTRICT	Utilities	692065	02/23/2023	1,429.89
SERVEXO	Security Services	691921	02/03/2023	1,423.50
GILLIG LLC	Inventory Repair Parts	692074	02/23/2023	1,400.22
OMNITRACS, LLC	General Services	691960	02/09/2023	1,380.00
MAGALDI & MAGALDI, INC.	Inventory Repair Parts	692018	02/16/2023	1,351.97
WELTYS ENTERPRISES, INC.	Bus Stop Schedules	692050	02/16/2023	1,336.42
ROMAINE ELECTRIC CORP.	Inventory Repair Parts	692035	02/16/2023	1,303.30
ROMAINE ELECTRIC CORP.	Inventory Repair Parts	692095	02/23/2023	1,275.20
CDW GOVERNMENT, INC	SunRide Ride Share Expenses	691886	02/03/2023	1,256.67
OPW FUELING COMPONENTS	Inventory Repair Parts	691912	02/03/2023	1,246.57
SC FUELS	Lubricants- Oil	691919	02/03/2023	1,229.70
CAMERON WELDING SUPPLY	WIP- Nitrogen 6 pack Project Acct#2107	692062	02/23/2023	1,226.74
GRAINGER	Inventory Repair Parts	692075	02/23/2023	1,223.57
HD INDUSTRIES	Inventory Repair Parts	692010	02/16/2023	1,185.73
CALIFORNIA DEPARTMENT OF TAX & FEE	Permits & Licenses	692060	02/23/2023	1,182.00
HOLLAND GLASS AND MIRROR	Repair Claims	691999	02/16/2023	1,180.00
DESERT PROMOTIONAL AND EMBROIDERY, LLC	Employee Expense	691997	02/16/2023	1,178.85
C V WATER DISTRICT	Utilities	691888	02/03/2023	1,057.66
FULTON DISTRIBUTING	Emergency Preparedness Supplies	691944	02/09/2023	1,055.95

**SunLine Transit Agency
Checks \$1,000 and Over
February 2023**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
ULINE, INC.	Emergency Preparedness Supplies	692046	02/16/2023	1,009.74
Total Checks Over \$1,000	\$1,883,671.34			
Total Checks Under \$1,000	\$38,029.25			
Total Checks	\$1,921,700.59			

SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Finance/Audit Committee
Board of Directors

RE: Credit Card Statements for February 2023

Summary:

The attached report summarizes the Agency's credit card expenses for February 2023. Credit card transactions through the CEO/General Manager credit card align with the statement closing date of March 3, 2023. The report also summarizes transactions for the credit card utilized for Procurement which aligns with the statement closing date of February 28, 2023.

Recommendation:

Receive and file.

SunLine Transit Agency Visa Credit Card Statement

Closing Date: 03/03/2023

Name on Card: Lauren Skiver

Trans. Date	Post Date	Reference	Detail - Description	Credits	Charges
1 2/9/2023	2/9/2023	Panera	Panera Catering Order; ATU and SunLine Negotiations Meeting		\$153.35
2 2/8/2023	2/10/2023	Domino's	Domino's Catering Order; Performance Department Team Meeting		\$76.06
3 2/16/2023	2/19/2023	Planet Hollywood	2023 Marketing & Communications Workshop in Las Vegas, NV - Lodging Deposit; Ruby Galvan, Communications Coordinator		\$213.16
4 2/26/2023	2/27/2023	Grand Hyatt	2023 APTA Legislative Conference in Washington, D.C. - Lodging Deposit; Lauren Skiver, CEO/General Manager		\$406.92
Credits and Charges:				\$0.00	\$849.49



SUB ACCOUNT MEMO STATEMENT

Prepared For	SUNLINE TRANSIT LAURA SKIVER
Sub Account Number	[REDACTED]
Statement Closing Date	03/03/23
Next Statement Date	04/03/23

For Customer Service Call:
800-231-5511

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Monthly Spending Limit*	\$40,000
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*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

Purchases and Other Charges	+	\$849.49
Cash Advances	+	\$0.00
Credits	-	\$0.00
Statement Total		\$849.49

The transactions detailed reflect activity on this card number only. The company control account has been billed for all transactions. Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	Post	Reference Number	Description	Credits	Charges
02/09	02/09	24692161834GXMJZ	PANERA BREAD #601771 O 760-895-8948 CA		153.35
02/08	02/10	244450018EJ27WMQE	DOMINO'S 8148 562-522-2583 CA		76.06
02/16	02/19	24943001G05MX27LW	PLANET HOLLYWD ADV DEPO 8662094732 NV		213.16
02/26	02/27	24943001TM0EN39R9	GRAND HYATT WASHINGTON 8558690846 DC		406.92
03/03	03/03	000000000000COMPC	TOTAL PURCHASES	\$849.49	
			TOTAL	\$849.49	

All transactions detailed above have been billed to the company control account.

Wells Fargo News

Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone.

Automatic Payments: Never miss a payment, avoid late charges, and protect your credit rating.

See reverse side for important information.



The transactions detailed on this statement are for informational use only.

Sub Account Number	[REDACTED]
No Payment is due on this Sub Account	




 ELITE CARD PAYMENT CENTER YTG
 PO BOX 77066 29
 MINNEAPOLIS MN 55480-7766

SUNLINE TRANSIT
 LAURA SKIVER 71989
 32505 HARRY OLIVER TRL S302
 THOUSAND PALMS CA 92276-3501


SunLine Transit Agency Visa Credit Card Statement

Closing Date: 02/28/2023

Name on Card: Walter Watcher (Procurement Card)

Trans. Date	Post. Date	Name	Detail-Description	Credits	Charges
1 2/1/2023	2/2/2023	Amazon	Lamp Instant Start Electronic Ballast		\$ 202.20
2 2/2/2023	2/3/2023	Amazon	Alexa for Business Subscription		\$ 6.40
3 2/2/2023	2/3/2023	Amazon	Replacement UPS Batteries		\$ 538.74
4 2/3/2023	2/6/2023	Coach and Equip. mfg.	Kinro Scissor Latch Assembly (Qty: 15)		\$ 328.35
5 2/6/2023	2/7/2023	Audiosears Corporation	Cradle for Avial Handset		\$ 451.25
6 2/7/2023	2/8/2023	Sams Club	Bottle Water for "We Love Our Customers" Marketing Initiative		\$ 142.78
7 2/7/2023	2/8/2023	Branon Instrument Co.	WIKA Needle Valve		\$ 169.26
8 2/7/2023	2/8/2023	Newark Corporation	Resistor HS Series		\$ 105.84
9 2/7/2023	2/8/2023	Sams Club	Napkins		\$ 34.44
10 2/8/2023	2/9/2023	Amazon	Automotive relay (2-pack)		\$ 17.23
11 2/8/2023	2/9/2023	Amazon	Logitech Wireless Keyboard and mouse combo		\$ 77.49
12 2/8/2023	2/9/2023	Walmart	Weed Control Solution for Landscaping on Agency Property		\$ 63.36
13 2/8/2023	2/10/2023	Sams Club	Boardroom Supplies		\$ 15.06
14 2/8/2023	2/10/2023	Sams Club	Boardroom Supplies		\$ 370.13
15 2/14/2023	2/15/2023	Amazon	Fuses		\$ 71.55
16 2/14/2023	2/16/2023	The Home Depot	Graffiti remover/ Stiff Chisel Scraper		\$ 228.96
17 2/15/2023	2/16/2023	Qr-code-Generator.com	QR Code Service for Marketing		\$ 193.80
18 2/17/2023	2/20/2023	Cotterman Co.	Replacement Base Panel for Ladder		\$ 397.95
19 2/18/2023	2/20/2023	Amazon	Pegboard Hooks shelving Fit 1/8" and 1/4" Peg board		\$ 48.38
20 2/23/2023	2/24/2023	Amazon	10 -Bussmann Fuses		\$ 67.54
21 2/25/2023	2/27/2023	Priority Tire LLC	165/70R12 77T Tires for Support Vehicle		\$ 292.81
22 2/26/2023	2/27/2023	Amazon	4pack Original charger lightning to USB		\$ 45.21
23 2/26/2023	2/27/2023	Amazon	Milton 1/4" NPT Rubber Filer Spout Faucet		\$ 60.66
24 2/27/2023	2/28/2023	Amazon	Logitech H390 Wired Headset, stereo headphones		\$ 70.74
				\$ -	\$ 4,000.13



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Walter Watcher	Company	Sunline Transit Agency
Account #	XXXX-XXXX-XXXX-7572	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
1 2/1/2023	2/2/2023	Amzn Mktp Us					202.20
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Lighting Ballasts (10) - Facilities					
<hr/>							
2 2/2/2023	2/3/2023	Amazon Web Services					6.40
		Purchase Amazon Web Services	General Ledger Code: 5039903800 Fund: 00				
		Amazon - Alexa for Business Subscription - Executive					
<hr/>							
3 2/2/2023	2/3/2023	Amzn Mktp Us					538.74
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Replacement UPS Battery - IT Department					
<hr/>							
4 2/3/2023	2/6/2023	Coach & Equipment Mfg.					328.35
		Purchase Coach & Equipment Mfg.	General Ledger Code: 5099900002 Fund: 00				
		Coach Bus & Equipment - Egress Handles Parts Inventory - Finance					
<hr/>							
5 2/6/2023	2/7/2023	Audiosears Corporation					451.25
		Purchase Audiosears Corporation	General Ledger Code: 5049900010 Fund: 00				
		Audiosears - Avail Replacement Cradles (20) Inventory- Finance					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
6 2/7/2023	2/8/2023	Sams Club #6609					142.78
		Purchase Sams Club #6609	General Ledger Code: 5099900002 Fund: 00				
		Sam's Club - Bottled Water Cases (11) - Marketing					
7 2/7/2023	2/8/2023	Branom Instrument Comp					169.26
		Purchase Branom Instrument Comp	General Ledger Code: 5099900002 Fund: 00				
		Branom Instrument - Wika Needle Valves (2) - SunFuels					
8 2/7/2023	2/8/2023	Newark Corporation					105.84
		Purchase Newark Corporation	General Ledger Code: 5040300200 Fund: 00				
		Newark - Bus Lift Resistors (6) - Facilities					
9 2/7/2023	2/8/2023	Samsclub #6609					34.44
		Purchase Samsclub #6609	General Ledger Code: 5099900002 Fund: 00				
		Sam's Club - Napkins (2) - Facilities					
10 2/8/2023	2/9/2023	Amzn Mktp Us					17.23
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Engine Relays (2) Fixed Route - Maintenance					
11 2/8/2023	2/9/2023	Amzn Mktp Us					77.49
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Keyboard & Mouse Combo (3) - IT Department					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
12 2/8/2023	2/9/2023	Walmart.Com					63.36
		Purchase Walmart.Com	General Ledger Code: 5099900002 Fund: 00				
		Walmart.com - Lawn Maintenance Supply - Facilities					
13 2/8/2023	2/10/2023	Samsclub.Com					385.19
		Purchase Samsclub.Com	General Ledger Code: 5099900002 Fund: 00				
		Sam's Club - Boardroom Supplies - Facilities					
14 2/14/2023	2/15/2023	Amzn Mktp Us					71.55
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Bussman Fuses (10) - Facilities					
15 2/14/2023	2/16/2023	The Home Depot #0667					228.96
		Purchase The Home Depot #0667	General Ledger Code: 5049900011 Fund: 00				
		Home Depot - Graffiti Remover (10) & Scrapers (10) - Maintenance					
16 2/15/2023	2/16/2023						1.92
		Other Debits Currency Conversion Fee	Fund: 00				
		QR Code Software - Currency Fee - Marketing					
17 2/15/2023	2/16/2023	Qr-Code-Generator.Com					191.88
		Purchase Qr-Code-Generator.Com	General Ledger Code: 5030300011 Fund: 00				
		QR Code Generator - QR Code Software Subscription - Marketing					
18 2/17/2023	2/20/2023	Cotterman Co.					397.95
		Purchase Cotterman Co.	General Ledger Code: 5049900010 Fund: 00				
		Cotterman - Repairs Parts Rolling Ladder - Facilities					

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
19 2/18/2023	2/20/2023	Amzn Mktp Us					48.38
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Pegboard Hooks Parts Department - Finance					
20 2/23/2023	2/24/2023	Amzn Mktp Us					67.54
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Bussman Fuses (10) - Facilites					
21 2/25/2023	2/27/2023	Priority Tire Llc					292.81
		Purchase Priority Tire Llc	General Ledger Code: 5039903800 Fund: 00				
		Priority Tire - Safety Cart Tires (2) - Maintenance					
22 2/26/2023	2/27/2023	Amzn Mktp Us					45.21
		Purchase Amzn Mktp Us	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Charging Cable Lightning (12) - IT Department					
23 2/26/2023	2/27/2023	Amazon.Com*hd1g32og1					60.66
		Purchase Amazon.Com*hd1g32og1	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Rubber Water Filler Spouts (3) - Maintenance					
24 2/27/2023	2/28/2023	Amazon.Com*hd8tm4zi1 Amzn					70.74
		Purchase Amazon.Com*hd8tm4zi1 Amzn	General Ledger Code: 5099900002 Fund: 00				
		Amazon - Wired Headsets USB (3) - IT Department					

Transaction Count: 24

Total: 4,000.13

Employee Signature

Date

Authorized Approver Signature

Date

SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Finance/Audit Committee
Board of Directors

RE: Monthly Budget Variance Report for February 2023

Summary:

The budget variance report compares revenues and expenses to the respective line item budgets. The report identifies current monthly revenues and expenses as well as fiscal year to date (FYTD) values. The budgetary figures are represented as a straight line budget. Accordingly, the current monthly budget values are calculated by taking 1/12th of the annual budget. The FYTD budget values for the month of February 2023 are equal to 8/12^{ths} of the yearly budget.

Year to Date Summary

- As of February 28, 2023, the Agency's FYTD revenues are \$110,289 or 10.56% above the FYTD budget due to an increase in ridership over FY22.
- As of February 28, 2023, the Agency's FYTD expenditures are \$1,943,166 or 6.32% below the FYTD budget.

Monthly Spotlight:

- The negative variance in CNG fuel is primarily attributed to increased usage of CNG fixed route vehicles over budgeted estimates and an increase in the cost of natural gas.

Recommendation:

Receive and file.

SunLine Transit Agency
Budget Variance Report
February 2023

Description	FY23 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Positive (Negative)	FYTD Actual	FY23 FYTD Budget	Positive (Negative)	Percentage Remaining
Operating Revenues:								
Passenger Revenue	1,529,001	136,690	127,417	9,273	1,128,485	1,019,334	109,151	26.2%
Other Revenue	37,500	2,720	3,125	(405)	26,228	25,000	1,228	30.1%
Total Operating Revenue	1,566,501	139,410	130,542	8,868	1,154,713	1,044,334	110,379	26.3%
Operating Expenses:								
Operator & Mechanic Salaries & Wages	9,851,638	689,072	820,970	131,898	5,648,444	6,567,759	919,314	42.7%
Operator & Mechanic Overtime	1,067,000	49,513	88,917	39,404	964,960	711,333	(253,627)	9.6%
Administration Salaries & Wages	6,986,398	491,042	582,200	91,158	4,081,925	4,657,599	575,674	41.6%
Administration Overtime	105,449	(187)	8,787	8,975	61,462	70,300	8,838	41.7%
Fringe Benefits	10,874,750	716,045	906,229	190,184	6,372,379	7,249,834	877,455	41.4%
Communications	277,879	20,225	23,157	2,932	165,370	185,253	19,883	40.5%
Legal Services	398,485	30,146	33,207	3,061	358,488	265,657	(92,832)	10.0%
Computer/Network Software Agreement	750,000	59,272	62,500	3,228	476,929	500,000	23,071	36.4%
Uniforms	132,610	7,560	11,051	3,491	35,876	88,407	52,530	72.9%
Contracted Services	704,809	71,749	58,734	(13,015)	415,275	469,873	54,598	41.1%
Equipment Repairs	34,000	1,188	2,833	1,645	2,899	22,667	19,767	91.5%
Security Services	200,000	19,007	16,667	(2,340)	153,540	133,333	(20,207)	23.2%
Fuel - CNG	1,599,327	659,648	133,277	(526,371)	2,088,249	1,066,218	(1,022,031)	-30.6%
Fuel - Hydrogen	1,250,000	71,959	104,167	32,208	932,993	833,333	(99,660)	25.4%
Tires	237,165	9,328	19,764	10,436	133,821	158,110	24,289	43.6%
Office Supplies	71,085	3,784	5,924	2,140	38,962	47,390	8,428	45.2%
Travel/Training	136,980	5,745	11,415	5,670	50,331	91,320	40,989	63.3%
Repair Parts	1,627,700	160,013	135,642	(24,371)	1,109,706	1,085,133	(24,573)	31.8%
Facility Maintenance	49,300	3,506	4,108	602	43,515	32,867	(10,649)	11.7%
Electricity - CNG & Hydrogen	1,345,000	82,395	112,083	29,688	1,014,868	896,667	(118,202)	24.5%
Natural Gas	2,325,000	819,683	193,750	(625,933)	2,375,672	1,550,000	(825,672)	-2.2%
Water and Gas	13,500	988	1,125	137	7,998	9,000	1,002	40.8%
Insurance Losses	1,650,000	454,173	137,500	(316,673)	964,328	1,100,000	135,672	41.6%
Insurance Premium - Property	79,394	11,033	6,616	(4,417)	88,821	52,929	(35,892)	-11.9%
Repair Claims	200,000	16,901	16,667	(234)	132,685	133,333	648	33.7%
Fuel Taxes	70,998	10,660	5,916	(4,744)	83,593	47,332	(36,261)	-17.7%
Other Expenses	7,014,340	554,397	584,528	30,131	4,013,475	4,676,227	662,752	42.8%
Self Consumed Fuel	(2,967,162)	(736,188)	(247,264)	488,924	(3,035,968)	(1,978,108)	1,057,860	-2.3%
Total Operating Expenses (Before Depreciation)	46,085,646	4,282,658	3,840,471	(442,188)	28,780,598	30,723,764	1,943,166	37.5%
Operating Expenses in Excess of Operating Revenue		\$ (4,143,249)			\$ (27,625,886)			
Subsidies:								
Local - Measure A, Commuter 10, Haul Pass	11,231,000	1,045,232	935,917	(109,315)	6,969,279	7,487,333	518,055	37.9%
State - LTF, LCTOP	24,349,683	2,266,144	2,029,140	(237,004)	15,109,939	16,233,122	1,123,183	37.9%
Federal	8,938,462	831,873	744,872	(87,001)	5,546,668	5,958,975	412,306	37.9%
Total Subsidies	44,519,145	4,143,249	3,709,929	(433,320)	27,625,886	29,679,430	2,053,544	37.9%
Net Operating Gain (Loss) After Subsidies	\$ -	\$ -			\$ -			

SunLine Transit Agency
Budget Variance Report
February 2023

Description	FY23 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Positive (Negative)	FYTD Actual	FY22 FYTD Budget	Positive (Negative)	Percentage Remaining
Operating Expenses:								
Wages & Benefits	28,885,236	1,945,484	2,407,103	461,619	17,129,170	19,256,824	2,127,654	40.7%
Services	5,284,960	393,363	440,413	47,051	3,149,361	3,523,307	373,945	40.4%
Fuels & Lubricants	3,064,617	747,351	255,385	(491,967)	3,156,572	2,043,078	(1,113,494)	-3.0%
Tires	237,165	9,328	19,764	10,436	133,821	158,110	24,289	43.6%
Materials and Supplies	2,265,936	188,872	188,828	(44)	1,385,516	1,510,624	125,108	38.9%
Utilities	4,029,280	945,340	335,773	(609,566)	3,646,627	2,686,187	(960,441)	9.5%
Casualty & Liability	3,561,934	672,331	296,828	(375,503)	2,391,975	2,374,623	(17,352)	32.8%
Taxes and Fees	70,998	10,660	5,916	(4,744)	83,593	47,332	(36,261)	-17.7%
Miscellaneous Expenses	1,652,682	106,117	137,724	31,607	739,931	1,101,788	361,857	55.2%
Self Consumed Fuel	(2,967,162)	(736,188)	(247,264)	488,924	(3,035,968)	(1,978,108)	1,057,860	-2.3%
Total Operating Expenses (Before Depreciation)	46,085,646	4,282,658	3,840,471	(442,188)	28,780,598	30,723,764	1,943,166	37.5%
Revenues:								
Passenger Revenue	1,529,001	136,690	127,417	9,273	1,128,485	1,019,334	109,151	26.2%
Other Revenue	37,500	2,720	3,125	(405)	26,228	25,000	1,228	30.1%
Total Operating Revenue	1,566,501	139,410	130,542	8,868	1,154,713	1,044,334	110,379	26.3%
Net Operating Gain (Loss)		\$ (4,143,249)			\$ (27,625,886)			
Subsidies:								
Local - Measure A, Commuter 10, Haul Pass	11,231,000	1,045,232	935,917	(109,315)	6,969,279	7,487,333	518,055	37.9%
State - LTF, LCTOP	24,349,683	2,266,144	2,029,140	(237,004)	15,109,939	16,233,122	1,123,183	37.9%
Federal - CMAQ,5307,5309,5310,5311,5311(f),5312	8,938,462	831,873	744,872	(87,001)	5,546,668	5,958,975	412,306	37.9%
Total Subsidies	44,519,145	4,143,249	3,709,929	(433,320)	27,625,886	29,679,430	2,053,544	37.9%
Net Operating Gain (Loss) After Subsidies	\$ -	\$ -			\$ -			

Budget Variance Analysis - SunLine Transit Agency

Passenger Revenue

- The positive variance in passenger revenue is due to an 20.4% increase in ridership over FY22.
- As of February, ridership was at 20.4% above FY22 FYTD totals.
- Total system ridership was 259,213 trips above FY22 FYTD amounts.

Ridership

	FY22-February	FY23-February	Variance	%Δ
Fixed Route	175,268	213,317	38,049	21.7%
Paratransit	7,838	8,895	1,057	13.5%
SolVan	1,234	1,580	346	28.0%
SunRide	317	784	467	147.3%
System Total	184,657	224,576	39,919	21.6%

Ridership

	FYTD-FY22	FYTD-FY23	Variance	%Δ
Fixed Route	1,375,280	1,666,156	290,876	21.2%
Paratransit	65,389	70,271	4,882	7.5%
SolVan	10,735	12,789	2,054	19.1%
SunRide	3,322	4,642	1,320	39.7%
System Total	1,454,726	1,753,858	299,132	20.6%

Other Revenue

- Other revenue is within an accepted range of the budget amount.

Operator & Mechanic Salaries & Wages

- The positive variance in operator and mechanic wage expenditures is attributed to absences and vacant positions.

Operator & Mechanic Overtime

- The negative variance is primarily attributed to required overtime for operators and mechanics to cover absences.

Administration Salaries & Wages

- The positive variance in administrative salaries and wages is attributed to vacant positions across the Agency.

Administration Overtime

- Administrative overtime expenses are within an accepted range of the budget amount.

Fringe Benefits

- Savings in fringe benefit expenditures are associated with vacancies across the Agency.

Communications

- Savings in communications are primarily attributed to fewer YTD cellular expenditures.

Legal Services

- Legal service fees are a variable cost that change depending on usage; expenditures vary from month-to-month.
- Legal services have had higher expenses due to negotiations and labor legal counsel.

Computer/Network Software Agreement

- Software agreement expenditures are dependent on annual renewals of software agreements.

Uniforms

- Savings in uniform expenditures are related to fewer employees utilizing the entire uniform allowance.

Contracted Services

- The positive variance in contracted services is attributed to multiple expense line items which have not yet been incurred.

Equipment Repairs

- The positive variance in equipment repair is attributed to fewer YTD repairs than budgeted.

Security Services

- Security service costs have increased due to an increase in scope and services of the security guards.

Fuel - CNG

- The negative variance is primarily attributed to increased usage of CNG fixed route vehicles over budgeted estimates for FY23.
- The negative variance is also attributed to an increase in the cost of natural gas.

Fuel - Hydrogen

- The negative variance is attributed to an increase cost of hydrogen production.

Tires

- The lower tire expenditures are attributed to fewer miles than the budgeted amount.

Office Supplies

- Office Supplies expenditures are within an acceptable range of the budgeted amount.

Travel/Training

- The favorable variance for travel & training savings can be attributed to different times at which training sessions are attended.

Repair Parts

- The negative variance is primarily attributed to higher FYTD expenses for fixed route vehicles in the months of September through November.

Facility Maintenance

- The negative variance primarily due to bus vacuum repairs in the month of January.

Electricity - CNG & Hydrogen

- The unfavorable variance is due to the increased kilowatt usage in production of hydrogen.

Natural Gas

- The negative variance is attributed to increased natural gas usage due to an increase in outside fuel sales and cost of natural gas used to produce CNG.

Water and Gas

- Water and gas expenses are within an acceptable range of the budget.

Insurance Losses

- Insurance loss experience has not exceeded budgeted expectations as of January.

Insurance Premium - Property

- Insurance premiums for property increased exceeding budgeted amount.

Repair Claims

- Repair claim expenses are within an acceptable range of the budget.

Fuel Taxes

- The negative variance in fuel taxes is due to larger fleet fuel sales.

Other Expenses

- Costs vary from month to month depending on the needs of the Agency or when programs are active.

Self-Consumed Fuel

- The positive variance in self-consumed fuel is due to higher fuel cost.

SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023 **RECEIVE & FILE**

TO: Finance/Audit Committee
Board of Directors

RE: Contracts Signed between \$25,000 and \$250,000 for March 2023

Summary:

In accordance with Chapter 2, Section 1.2 of the Procurement Policy, the attached report summarizes SunLine's contracts, purchase orders and amendments signed in excess of \$25,000 and less than \$250,000. This ensures the Board is aware of the obligations entered into under the CEO/General Manager's authority.

There was one (1) agreement, one (1) amendment and one (1) purchase order executed between \$25,000 and \$250,000:

Vendor	Purpose	Amount
BAE Systems	HV Batteries for Fuel Cell Bus	\$39,190.00
AALRR	Labor Counsel	\$120,000.00
TruGuard Security Services	Increase Coverage of Security Guards	\$56,940.00

Recommendation:

Receive and file.

Contracts Signed Between \$25,000 and \$250,000

March 2023

Vendor	Product/Service	Need	Budgeted	Budgeted Amount	Cost	Type
BAE Systems	Batteries	HV Batteries for Fuel Cell Bus	FY23	\$39,190.00	\$39,190.00	Purchase Order
AALRR	Legal Services	Labor Counsel	FY23 FY24	\$120,000.00	\$120,000.00	Agreement
Truguard Security Services	Enhanced Security	Increase Coverage of Security Guards	FY23	\$56,940.00	\$56,940.00	Amendment

SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023 **RECEIVE & FILE**

TO: Finance/Audit Committee
Board of Directors

RE: Union & Non-Union Pension Investment Asset Summary for February
2023

Summary:

The pension asset summary demonstrates the market value of all assets as well as the total asset allocation for SunLine's union and non-union retirement plans. The following table states the target and range values for asset allocations based on the current investment policy:

Asset Class		Target	Range
Growth Assets			
	Domestic Equity	36.0%	16% – 56%
	International Equity	19.0%	0% - 39%
	Other		0% – 20%
Income Assets			
	Fixed Income	45.0%	25% - 65%
	Other	0.0%	0% – 20%
Real Return Assets		0.0%	0% – 20%
Cash Equivalents		0.0%	0% – 20%

For the month of February, SunLine's investments fell within the approved range of investment type for the union and non-union assets.

Union

Asset Class		Actual	Range
Growth Assets			
	Domestic Equity	35.6%	16% – 56%
	International Equity	18.6%	0% - 39%
	Other	1.4%	0% – 20%
Income Assets			
	Fixed Income	42.5%	25% - 65%
	Other	1.1%	0% – 20%
Real Return Assets		0.0%	0% – 20%

Cash Equivalents	0.9%	0% – 20%
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Non-Union

Asset Class		Actual	Range
Growth Assets			
	Domestic Equity	35.6%	16% – 56%
	International Equity	18.6%	0% - 39%
	Other	1.4%	0% – 20%
Income Assets			
	Fixed Income	42.5%	25% - 65%
	Other	1.1%	0% – 20%
Real Return Assets		0.0%	0% – 20%
Cash Equivalents		0.8%	0% – 20%

Components may not sum to 100.0% due to rounding.

For the month of February, the market value of assets decreased by \$907,242 and \$894,637 for the union and non-union plans, respectively. The negative returns mirrored the overall market loss due to uncertain market conditions. Short-term losses are expected over the long-term investment strategy for the Agency's pension plans

Month to Month Asset Comparison

Month	Market Value - Union	Market Value – Non-Union
January 2023	\$36,638,388	\$36,711,529
February 2023	\$35,731,146	\$35,816,892
Increase (Decrease)	(\$907,242)	(\$894,637)

Recommendation:

Receive and file.



Detail of Securities Held & Market Analytics

For the Month Ending **February 28, 2023**

SUNLINE EMPLOYEES RETIREMENT BARGAINING - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Exchange-Traded Fund - Bond									
ISHARES CORE U.S. AGGREGATE	464287226	AGG	19,342.00	98.65	1,908,088.30	97.31	1,882,170.02	(25,918.28)	5.27
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	2,389.00	60.31	144,080.59	49.87	119,139.43	(24,941.16)	0.33
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	2,720.00	57.68	156,892.32	49.87	135,646.40	(21,245.92)	0.38
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	1,146.00	61.13	70,054.98	49.87	57,151.02	(12,903.96)	0.16
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	965.00	61.01	58,874.65	49.87	48,124.55	(10,750.10)	0.13
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	631.00	56.69	35,771.39	49.87	31,467.97	(4,303.42)	0.09
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	7,097.00	50.33	357,192.01	49.87	353,927.39	(3,264.62)	0.99
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	633.00	56.99	36,074.67	49.87	31,567.71	(4,506.96)	0.09

Security Type Sub-Total			34,923.00		2,767,028.91	446.40	2,659,194.49	(107,834.42)	7.44
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Exchange-Traded Fund - Equity									
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	2,440.00	155.89	380,371.12	146.60	357,704.00	(22,667.12)	1.00
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	3,263.00	156.88	511,899.11	146.60	478,355.80	(33,543.31)	1.34
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	4,594.00	140.55	645,686.70	146.60	673,480.40	27,793.70	1.88
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	161.00	143.44	23,093.84	146.60	23,602.60	508.76	0.07
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	2,500.00	138.29	345,724.75	146.60	366,500.00	20,775.25	1.03
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	2,656.00	276.40	734,118.40	259.34	688,807.04	(45,311.36)	1.93
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	610.00	239.53	146,112.45	259.34	158,197.40	12,084.95	0.44
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	751.00	234.30	175,958.55	259.34	194,764.34	18,805.79	0.55
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,784.00	95.51	170,388.77	102.39	182,663.76	12,274.99	0.51
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,818.00	94.10	171,073.44	102.39	186,145.02	15,071.58	0.52
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,257.00	107.25	134,813.12	102.39	128,704.23	(6,108.89)	0.36
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,234.00	106.97	132,000.86	102.39	126,349.26	(5,651.60)	0.35
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	884.00	106.82	94,428.35	102.39	90,512.76	(3,915.59)	0.25
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	3,251.00	117.36	381,537.03	102.39	332,869.89	(48,667.14)	0.93
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	5,979.00	49.91	298,408.30	44.17	264,092.43	(34,315.87)	0.74
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	9,194.00	39.68	364,817.92	44.17	406,098.98	41,281.06	1.14
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	6,816.00	38.86	264,869.76	44.17	301,062.72	36,192.96	0.84
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	2,614.00	37.17	97,162.38	44.17	115,460.38	18,298.00	0.32
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	2,193.00	42.18	92,500.74	44.17	96,864.81	4,364.07	0.27



Detail of Securities Held & Market Analytics

For the Month Ending **February 28, 2023**

SUNLINE EMPLOYEES RETIREMENT BARGAINING - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Exchange-Traded Fund - Equity									
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	3,049.00	49.33	150,405.34	44.17	134,674.33	(15,731.01)	0.38
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	15,565.00	42.95	668,507.41	44.17	687,506.05	18,998.64	1.92
VANGUARD TOTAL INTL STOCK	921909768	VXUS	593.00	56.01	33,213.93	53.81	31,909.33	(1,304.60)	0.09
VANGUARD TOTAL INTL STOCK	921909768	VXUS	6,979.00	65.37	456,217.23	53.81	375,539.99	(80,677.24)	1.05
VANGUARD TOTAL INTL STOCK	921909768	VXUS	8,244.00	52.51	432,892.44	53.81	443,609.64	10,717.20	1.24
VANGUARD TOTAL INTL STOCK	921909768	VXUS	21,430.00	52.12	1,116,931.60	53.81	1,153,148.30	36,216.70	3.23
VANGUARD TOTAL INTL STOCK	921909768	VXUS	2,875.00	51.82	148,982.21	53.81	154,703.75	5,721.54	0.43
VANGUARD TOTAL INTL STOCK	921909768	VXUS	18,820.00	47.87	900,909.64	53.81	1,012,704.20	111,794.56	2.83
VANGUARD TOTAL INTL STOCK	921909768	VXUS	553.00	64.35	35,585.55	53.81	29,756.93	(5,828.62)	0.08
VANGUARD TOTAL INTL STOCK	921909768	VXUS	1,932.00	53.54	103,439.28	53.81	103,960.92	521.64	0.29
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	1,546.00	226.21	349,720.35	199.52	308,457.92	(41,262.43)	0.86
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	4,809.00	195.76	941,409.84	199.52	959,491.68	18,081.84	2.70
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	433.00	233.92	101,287.36	199.52	86,392.16	(14,895.20)	0.24
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	27,008.00	169.04	4,565,432.32	199.52	5,388,636.16	823,203.84	15.08
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	764.00	191.49	146,298.36	199.52	152,433.28	6,134.92	0.43
Security Type Sub-Total			168,599.00		15,316,198.45	3,862.63	16,195,160.46	878,962.01	45.32
Money Market Mutual Fund									
FIRST AMERICAN GOVERNMENT OBLIGATION - Z	31846V567	FGZXX	306,769.63	1.00	306,769.63	1.00	306,769.63	0.00	0.86
Security Type Sub-Total			306,769.63		306,769.63	1.00	306,769.63	0.00	0.86
Mutual Fund - Bond									
BAIRD CORE PLUS BOND - INST	057071870	BCOIX	418,256.91	11.14	4,657,317.90	9.90	4,140,743.36	(516,574.54)	11.59
BBH LIMITED DURATION I	05528X851	BBBIX	106,858.76	10.00	1,068,612.83	10.04	1,072,861.97	4,249.14	3.00
DOUBLELINE CORE FIXED INCOME I	258620301	DBLFX	198,015.03	10.59	2,097,595.41	9.26	1,833,619.21	(263,976.20)	5.13
MAINSTAY MACKAY HIGH YIELD CORP BD R6	56063N881	MHYSX	60,087.04	5.61	337,328.25	4.94	296,829.99	(40,498.26)	0.83
PACIFIC FUNDS FLOATING RATE INCOME FUND	69447T771	PLFRX	216.69	9.34	2,023.89	9.33	2,021.74	(2.15)	0.01
PRUDENTIAL TOTAL RETRN BND-Q	74440B884	PTRQX	284,146.37	14.10	4,007,729.62	11.80	3,352,927.16	(654,802.46)	9.38



Detail of Securities Held & Market Analytics

For the Month Ending **February 28, 2023**

SUNLINE EMPLOYEES RETIREMENT BARGAINING - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Mutual Fund - Bond									
VOYA INTERMEDIATE BOND R6	92913L569	IIBZX	212,579.00	10.20	2,169,002.50	8.59	1,826,053.64	(342,948.86)	5.11
Security Type Sub-Total			1,280,159.81		14,339,610.40	63.86	12,525,057.07	(1,814,553.33)	35.05
Mutual Fund - Equity									
HARDING LOEVNER INTERNATIONAL EQUITY POR	412295107	HLMIX	27,166.56	27.62	750,346.39	24.52	666,124.07	(84,222.32)	1.86
HRTFRD SCHR EM MRKT EQ-SDR	41665H789	SEMTX	21,733.96	19.29	419,204.67	14.88	323,401.33	(95,803.34)	0.91
JENSEN QUALITY GROWTH-Y	476313408	JENYX	33,754.25	51.40	1,734,969.00	53.96	1,821,379.16	86,410.16	5.10
JOHCM INTERNATIONAL SELECT I	46653M849	JOHIX	15,699.95	27.19	426,844.20	21.04	330,326.98	(96,517.22)	0.92
MFS EMERGING MARKETS DEBT R6	552746364	MEDHX	0.01	11.25	0.09	11.54	0.09	0.00	0.00
VANGUARD TOT INST ST IDX - ADM	921909818	VTIAX	0.00	33.33	0.03	28.96	0.03	0.00	0.00
Security Type Sub-Total			98,354.73		3,331,364.38	154.90	3,141,231.66	(190,132.72)	8.79
Separate Account									
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	49,000.00	1.00	49,000.00	101.47	49,718.50	718.50	0.14
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	24,500.00	1.00	24,500.00	101.47	24,859.25	359.25	0.07
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	45,325.00	1.00	45,325.00	101.47	45,989.61	664.61	0.13
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	30,625.00	1.00	30,625.00	101.47	31,074.06	449.06	0.09
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	21,070.00	1.00	21,070.00	101.47	21,378.95	308.95	0.06
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	49,000.00	1.00	49,000.00	101.47	49,718.49	718.49	0.14
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	49,980.00	1.00	49,980.00	101.47	50,712.87	732.87	0.14
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	12,074.46	1.00	12,074.46	101.47	12,251.51	177.05	0.03
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	45,325.00	1.00	45,325.00	101.47	45,989.61	664.61	0.13
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	22,050.00	1.00	22,050.00	101.47	22,373.32	323.32	0.06
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	34,300.00	1.00	34,300.00	101.47	34,802.95	502.95	0.10
NB SECONDARY OPPORTUNITIES V OFFSHORE	NBSOFV007	SA425	130,837.59	1.00	130,837.59	131.59	172,166.35	41,328.76	0.48
NB SECONDARY OPPORTUNITIES V OFFSHORE	NBSOFV007	SA425	191,676.07	1.00	191,676.07	131.59	252,222.38	60,546.31	0.71



Detail of Securities Held & Market Analytics

For the Month Ending February 28, 2023

SUNLINE EMPLOYEES RETIREMENT BARGAINING - [REDACTED]									
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Separate Account									
NB SECONDARY OPPORTUNITIES V OFFSHORE	NBSOFV007	SA425	68,756.25	1.00	68,756.25	131.59	90,474.86	21,718.61	0.25
Security Type Sub-Total			774,519.37		774,519.37	1,510.89	903,732.71	129,213.34	2.53
Managed Account Sub-Total			2,663,325.54		36,835,491.14	6,039.68	35,731,146.02	(1,104,345.12)	99.99
Securities Sub-Total			\$2,663,325.54		\$36,835,491.14	\$6,039.68	\$35,731,146.02	(\$1,104,345.12)	99.99%
Accrued Interest							\$0.00		
Total Investments							\$35,731,146.02		



Portfolio Summary and Statistics

For the Month Ending **February 28, 2023**

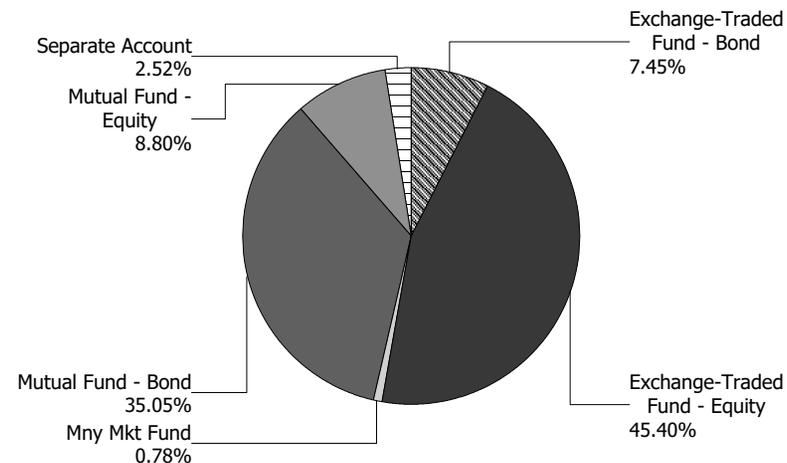
SUNLINE EMPLOYEES RETIREMENT NON-BARGAIN - [REDACTED]

Account Summary

Description	Par Value	Market Value	Percent
Separate Account	774,519.37	903,732.71	2.52
Mutual Fund - Equity	98,679.09	3,151,271.55	8.80
Mutual Fund - Bond	1,283,321.21	12,555,211.80	35.05
Money Market Mutual Fund	278,562.72	278,562.72	0.78
Exchange-Traded Fund - Equity	169,126.00	16,260,833.15	45.40
Exchange-Traded Fund - Bond	35,029.00	2,667,279.67	7.45
Managed Account Sub-Total	2,639,237.39	35,816,891.60	100.00%
Accrued Interest		0.00	
Total Portfolio	2,639,237.39	35,816,891.60	

Unsettled Trades **0.00** **0.00**

Sector Allocation





Detail of Securities Held & Market Analytics

For the Month Ending **February 28, 2023**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAIN - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Exchange-Traded Fund - Bond									
ISHARES CORE U.S. AGGREGATE	464287226	AGG	19,401.00	98.65	1,913,908.65	97.31	1,887,911.31	(25,997.34)	5.27
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	982.00	61.01	59,911.82	49.87	48,972.34	(10,939.48)	0.14
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	1,113.00	61.13	68,037.69	49.87	55,505.31	(12,532.38)	0.16
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	631.00	56.69	35,771.39	49.87	31,467.97	(4,303.42)	0.09
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	2,405.00	60.31	145,045.55	49.87	119,937.35	(25,108.20)	0.33
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	633.00	56.99	36,074.67	49.87	31,567.71	(4,506.96)	0.09
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	2,734.00	57.68	157,699.85	49.87	136,344.58	(21,355.27)	0.38
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	7,130.00	50.33	358,852.90	49.87	355,573.10	(3,279.80)	0.99

Security Type Sub-Total			35,029.00		2,775,302.52	446.40	2,667,279.67	(108,022.85)	7.45
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Exchange-Traded Fund - Equity									
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	4,620.00	140.55	649,341.00	146.60	677,292.00	27,951.00	1.89
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	2,515.00	138.29	347,799.10	146.60	368,699.00	20,899.90	1.04
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	2,437.00	155.89	379,903.45	146.60	357,264.20	(22,639.25)	1.00
INVESCO S&P 500 EQUAL WEIGHT ETF	46137V357	RSP	3,264.00	156.88	512,055.99	146.60	478,502.40	(33,553.59)	1.34
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	2,662.00	276.40	735,776.80	259.34	690,363.08	(45,413.72)	1.93
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	751.00	234.30	175,958.55	259.34	194,764.34	18,805.79	0.54
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	616.00	239.53	147,549.62	259.34	159,753.44	12,203.82	0.45
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,256.00	107.25	134,705.87	102.39	128,601.84	(6,104.03)	0.36
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,798.00	95.51	171,725.90	102.39	184,097.22	12,371.32	0.51
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	886.00	106.82	94,641.99	102.39	90,717.54	(3,924.45)	0.25
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,836.00	94.10	172,767.23	102.39	187,988.04	15,220.81	0.52
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	3,250.00	117.36	381,419.68	102.39	332,767.50	(48,652.18)	0.93
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	1,233.00	106.97	131,893.89	102.39	126,246.87	(5,647.02)	0.35
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	2,614.00	37.17	97,162.38	44.17	115,460.38	18,298.00	0.32
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	2,211.00	42.18	93,259.98	44.17	97,659.87	4,399.89	0.27
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	9,189.00	39.68	364,619.52	44.17	405,878.13	41,258.61	1.13
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	15,623.00	42.95	670,998.48	44.17	690,067.91	19,069.43	1.93
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	5,980.00	49.91	298,458.21	44.17	264,136.60	(34,321.61)	0.74
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	6,915.00	38.86	268,716.90	44.17	305,435.55	36,718.65	0.85



Detail of Securities Held & Market Analytics

For the Month Ending **February 28, 2023**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAIN - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Exchange-Traded Fund - Equity									
VANGUARD FTSE DEVELOPED MARKETS ETF	921943858	VEA	3,112.00	49.33	153,513.09	44.17	137,457.04	(16,056.05)	0.38
VANGUARD TOTAL INTL STOCK	921909768	VXUS	6,883.00	65.37	449,941.71	53.81	370,374.23	(79,567.48)	1.03
VANGUARD TOTAL INTL STOCK	921909768	VXUS	580.00	56.01	32,485.80	53.81	31,209.80	(1,276.00)	0.09
VANGUARD TOTAL INTL STOCK	921909768	VXUS	18,935.00	47.87	906,414.66	53.81	1,018,892.35	112,477.69	2.84
VANGUARD TOTAL INTL STOCK	921909768	VXUS	2,875.00	51.82	148,982.21	53.81	154,703.75	5,721.54	0.43
VANGUARD TOTAL INTL STOCK	921909768	VXUS	8,570.00	52.51	450,010.70	53.81	461,151.70	11,141.00	1.29
VANGUARD TOTAL INTL STOCK	921909768	VXUS	1,714.00	53.54	91,767.56	53.81	92,230.34	462.78	0.26
VANGUARD TOTAL INTL STOCK	921909768	VXUS	21,287.00	52.12	1,109,478.44	53.81	1,145,453.47	35,975.03	3.20
VANGUARD TOTAL INTL STOCK	921909768	VXUS	632.00	64.35	40,669.20	53.81	34,007.92	(6,661.28)	0.09
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	4,931.00	195.76	965,292.56	199.52	983,833.12	18,540.56	2.75
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	1,551.00	226.21	350,851.40	199.52	309,455.52	(41,395.88)	0.86
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	26,984.00	169.04	4,561,375.36	199.52	5,383,847.68	822,472.32	15.03
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	433.00	233.92	101,287.36	199.52	86,392.16	(14,895.20)	0.24
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	983.00	191.49	188,234.67	199.52	196,128.16	7,893.49	0.55
Security Type Sub-Total			169,126.00		15,379,059.26	3,716.03	16,260,833.15	881,773.89	45.39
Money Market Mutual Fund									
FIRST AMERICAN GOVERNMENT OBLIGATION - Z	31846V567	FGZXX	278,562.72	1.00	278,562.72	1.00	278,562.72	0.00	0.78
Security Type Sub-Total			278,562.72		278,562.72	1.00	278,562.72	0.00	0.78
Mutual Fund - Bond									
BAIRD CORE PLUS BOND - INST	057071870	BCOIX	419,232.28	11.13	4,667,529.87	9.90	4,150,399.55	(517,130.32)	11.59
BBH LIMITED DURATION I	05528X851	BBBIX	107,110.10	10.00	1,071,126.27	10.04	1,075,385.41	4,259.14	3.00
DOUBLELINE CORE FIXED INCOME I	258620301	DBLFX	198,480.44	10.59	2,102,868.88	9.26	1,837,928.89	(264,939.99)	5.13
MAINSTAY MACKAY HIGH YIELD CORP BD R6	56063N881	MHYSX	60,388.84	5.61	339,025.23	4.94	298,320.87	(40,704.36)	0.83
PACIFIC FUNDS FLOATING RATE INCOME FUND	69447T771	PLFRX	217.69	9.34	2,033.23	9.33	2,031.07	(2.16)	0.01
PRUDENTIAL TOTAL RETRN BND-Q	74440B884	PTRQX	284,814.62	14.10	4,016,666.33	11.80	3,360,812.57	(655,853.76)	9.38
VOYA INTERMEDIATE BOND R6	92913L569	IIBZX	213,077.23	10.21	2,174,475.97	8.59	1,830,333.44	(344,142.53)	5.11



Detail of Securities Held & Market Analytics

For the Month Ending **February 28, 2023**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAIN - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Security Type Sub-Total			1,283,321.21		14,373,725.78	63.86	12,555,211.80	(1,818,513.98)	35.05
Mutual Fund - Equity									
HARDING LOEVNER INTERNATIONAL EQUITY POR	412295107	HLMIX	27,260.23	27.58	751,954.90	24.52	668,420.82	(83,534.08)	1.87
HRTFRD SCHR EM MRKT EQ-SDR	41665H789	SEMTX	21,806.78	19.29	420,684.42	14.88	324,484.86	(96,199.56)	0.91
JENSEN QUALITY GROWTH-Y	476313408	JENYX	33,855.64	51.41	1,740,587.34	53.96	1,826,850.44	86,263.10	5.10
JOHCM INTERNATIONAL SELECT I	46653M849	JOHIX	15,756.43	27.17	428,171.05	21.04	331,515.30	(96,655.75)	0.93
MFS EMERGING MARKETS DEBT R6	552746364	MEDHX	0.01	11.25	0.09	11.54	0.09	0.00	0.00
VANGUARD TOTAL STOCK MARKET INDEX	922908801	VITSX	0.00	75.00	0.03	97.22	0.04	0.01	0.00
Security Type Sub-Total			98,679.09		3,341,397.83	223.16	3,151,271.55	(190,126.28)	8.81
Separate Account									
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	49,980.00	1.00	49,980.00	101.47	50,712.87	732.87	0.14
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	45,325.00	1.00	45,325.00	101.47	45,989.61	664.61	0.13
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	34,300.00	1.00	34,300.00	101.47	34,802.95	502.95	0.10
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	24,500.00	1.00	24,500.00	101.47	24,859.25	359.25	0.07
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	30,625.00	1.00	30,625.00	101.47	31,074.06	449.06	0.09
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	21,070.00	1.00	21,070.00	101.47	21,378.95	308.95	0.06
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	49,000.00	1.00	49,000.00	101.47	49,718.50	718.50	0.14
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	12,074.46	1.00	12,074.46	101.47	12,251.51	177.05	0.03
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	49,000.00	1.00	49,000.00	101.47	49,718.49	718.49	0.14
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	45,325.00	1.00	45,325.00	101.47	45,989.61	664.61	0.13
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	22,050.00	1.00	22,050.00	101.47	22,373.32	323.32	0.06
NB SECONDARY OPPORTUNITIES V OFFSHORE	NBSOFV008	SA426	68,756.25	1.00	68,756.25	131.59	90,474.86	21,718.61	0.25
NB SECONDARY OPPORTUNITIES V OFFSHORE	NBSOFV008	SA426	191,676.07	1.00	191,676.07	131.59	252,222.38	60,546.31	0.70
NB SECONDARY OPPORTUNITIES V OFFSHORE	NBSOFV008	SA426	130,837.59	1.00	130,837.59	131.59	172,166.35	41,328.76	0.48
Security Type Sub-Total			774,519.37		774,519.37	1,510.89	903,732.71	129,213.34	2.52



Detail of Securities Held & Market Analytics

For the Month Ending February 28, 2023

SUNLINE EMPLOYEES RETIREMENT NON-BARGAIN - [REDACTED]									
Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Ticker	Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Managed Account Sub-Total			2,639,237.39		36,922,567.48	5,961.34	35,816,891.60	(1,105,675.88)	100.00
Securities Sub-Total			\$2,639,237.39		\$36,922,567.48	\$5,961.34	\$35,816,891.60	(\$1,105,675.88)	100.00%
Accrued Interest							\$0.00		
Total Investments							\$35,816,891.60		

SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILETO: Finance/Audit Committee
Board of Directors

RE: Ridership Report for March 2023

Summary:

	Monthly Ridership		Monthly Variance	
	Mar-23	Mar-22	Net	Percent
Fixed Route	234,896	213,938	20,958	9.8%
SolVan	1,817	1,621	196	12.1%
SunRide	1,045	419	626	59.9%
Taxi Voucher*	245	245	0	0%
SunDial	9,809	9,349	460	4.9%
Total	247,812	225,572	22,240	9.9%

*Taxi Voucher rides are included for the system total; however, they are not NTD reportable.

Yearly Ridership	
Fiscal Year 2023	2,003,655
Fiscal Year 2022	1,682,483
Ridership Increase	321,172

Fiscal year to date system ridership is up by 321,172 rides or 19.1% increase compared to the previous fiscal year. The baseline of the attached COVID-19 Recovery chart is calendar year 2020, this allows a comparison of three (3) years.

Recommendation:

Receive and file.

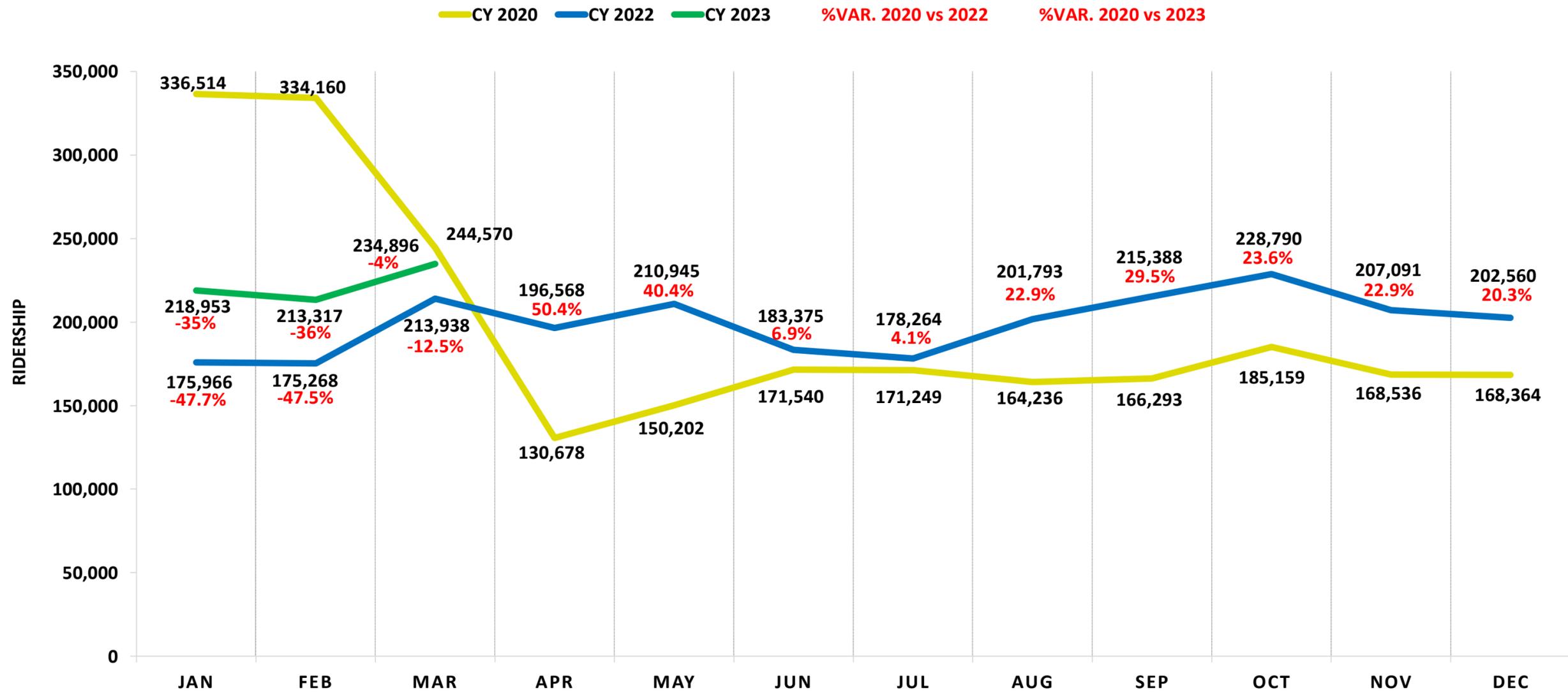


SunLine Transit Agency Monthly Ridership Report March 2023

Fixed Route	Mar 2023	Mar 2022	FY 2023	FY 2022	Monthly KPI		Bikes		Wheelchairs	
			YTD	YTD	Passengers/ Rev. Hours	Passengers/ Rev. Miles	Monthly	FYTD	Monthly	FYTD
Route 1 Coachella - Hwy 111 - Palm Springs	92,748	84,771	781,829	651,087	16.0	1.0	3,727	33,927	697	6,590
Route 2 Desert Hot Springs - Palm Springs - Cathedral City	61,775	53,655	503,835	431,781	19.8	1.5	2,124	19,238	541	4,855
Route 3 Desert Hot Springs - Desert Edge	6,212	6,203	52,556	44,128	14.0	0.8	138	1,187	47	709
Route 4 Westfield Palm Desert - Palm Springs	19,311	18,219	156,797	138,279	10.1	0.7	826	6,261	90	921
Route 5 Desert Hot Springs - CSUSB - Palm Desert	2,447	1,870	16,578	8,500	7.8	0.3	72	528	7	50
Route 6 Coachella - Fred Waring - Westfield Palm Desert	10,388	8,691	74,651	56,175	7.5	0.5	311	2,588	63	417
Route 7 Bermuda Dunes - Indian Wells - La Quinta	7,286	6,174	53,084	48,070	12.1	0.8	252	1,989	17	328
Route 8 North Indio - Coachella -Thermal/Mecca	15,575	13,561	125,204	94,067	9.5	0.6	447	3,723	61	558
Route 9 North Shore - Mecca - Oasis	7,893	8,366	58,246	48,450	6.9	0.3	62	477	24	183
Route 10 Indio - CSUSB - San Bernardino - Metrolink	2,633	2,881	20,530	14,226	13.4	0.2	36	215	12	51
Route 200 SB Palm Springs High School AM Tripper	204	391	2,276	2,552	27.8	1.6	-	12	-	1
Route 400 SB Raymond Cree / Palm Springs HS Tripper	140	205	819	1,354	9.6	0.5	-	-	-	1
Route 401 SB Palm Canyon / Stevens AM Tripper	-	-	-	206	-	-	-	-	-	-
Route 402 NB Palm Canyon / Stevens AM Tripper	25	63	203	382	3.1	0.2	-	-	-	2
Route 403 NB Vista Chino /Sunrise PM Tripper	74	174	481	984	13.7	0.5	-	8	-	-
Route 500 SB Westfield Palm Desert PM Tripper	297	392	2,031	1,991	36.7	2.4	52	63	-	3
Route 501 NB Palm Desert High School AM Tripper	-	-	-	95	-	-	-	5	-	-
Route 700 SB/NB Harris / Washington - Calle Madrid / Ave Vallejo AM Tripper	307	452	2,534	2,962	19.2	1.2	-	71	-	1
Route 701 SB/NB Harris / Washington - Calle Madrid / Ave Vallejo PM Tripper	693	1,297	5,398	7,067	39.6	2.6	5	31	-	3
Route 800 NB Shadow Hills High School AM Tripper	1,308	909	8,913	14,236	63.2	3.1	1	4	-	-
Route 801 SB Jackson / 44th PM Tripper	2,632	2,630	16,241	16,581	114.8	6.8	-	122	-	4
Route 802 SB Hwy 111 / Golf Center Pkwy PM Tripper	627	889	4,855	2,895	34.7	1.8	-	25	-	8
Route 803 NB Shadow Hills High School AM Tripper	2,321	2,145	13,991	3,150	119	6	-	1	-	-
Fixed Route Total	234,896	213,938	1,901,052	1,589,218	13.9	0.9	8,053	70,475	1,559	14,685
SolVan	1,817	1,621	14,652	12,356						
SunRide	1,045	419	5,687	3,741						
Taxi Voucher	245	245	2,184	2,430						
SunDial	9,809	9,349	80,080	74,738	1.9	0.1				
System Total	247,812	225,572	2,003,655	1,682,483	10.6	0.7				
	Mar-23	Mar-22								
Weekdays:	23	23								
Saturdays:	4	4								
Sundays:	4	4								
Total Days:	31	31								

On Sunday, May 2, 2021, SunLine resumed fare collection. Haul Pass Programs returned, Haul Pass COD contributed with 7,555 rides, CSUSB with 1726 rides. Mobile Ticketing contributed with 39,974 rides, the total for March 2023 includes 159 paratransit mobile tickets.

Fixed Route Ridership COVID-19 Recovery



The COVID-19 pandemic caused a major national and global disruption with closures of businesses, schools and entertainment venues due to the implementation of national and statewide public health policies. Variances are in red close to their corresponding ridership number. 2022 and 2023 are referring to the baseline of 2020.

CY 2021 has been removed to reflect the two (2) most recent years in recovery. CY 2020 will remain on the chart since it is the baseline needed to compare ridership recovery for CY 2022 & CY 2023.

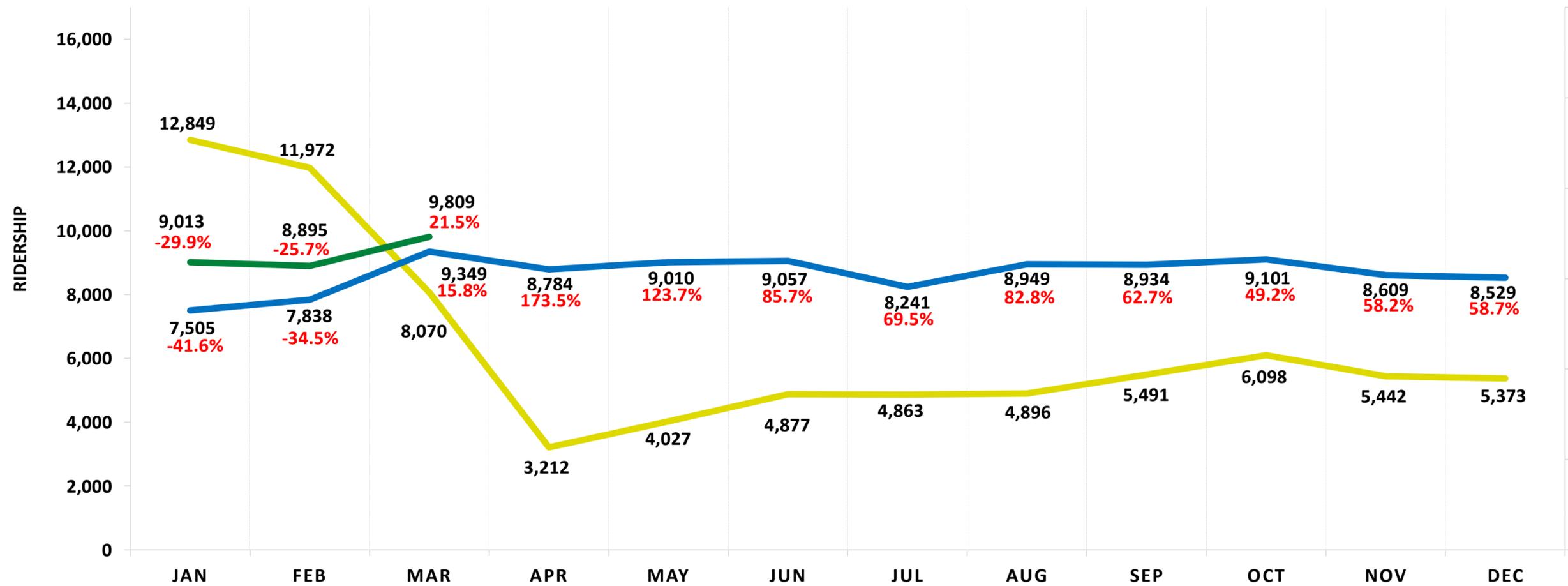
Ridership:

FY 2022 Actual = 2,303,785

FY 2023 SRTP Predicted = 2,506,993

Paratransit Ridership COVID-19 Recovery

— CY 2020
 — CY 2022
 — CY 2023
 %VAR. 2020 vs 2022
 %VAR. 2020 vs 2023



Beginning January 2022, instead of comparing the ridership to the 2019 pre COVID levels, we will be moving forward with comparing from 2020 and 2022. Variances are in red close to their corresponding ridership number. 2022 and 2023 are referring to the baseline of 2020. January 2020 and February 2020 show pre-pandemic COVID-19 ridership numbers.

CY 2021 has been removed to reflect the two (2) most recent years in recovery. CY 2020 will remain on the chart since it is the baseline needed to compare ridership recovery for CY 2022 & CY 2023.

SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Finance/Audit Committee
Board of Directors

RE: SunDial Operational Notes for March 2023

Summary:

The attached report summarizes SunDial's operation for the month of March 2023. This report identifies that for the month of March, the on-time performance for SunDial did meet the internal service goal of 85% which is comparable to the fixed route service goal. The on-time performance for the month of March was 85.4%.

Fiscal-year-to-date, SunDial has maintained an on-time performance of 87.6%. Total vehicle miles for March 2023 increased by 3,114 compared to March 2022. Total trips for the month of March were 9,290. When compared to March 2022, this is an increase of 369 trips or 4.1%.

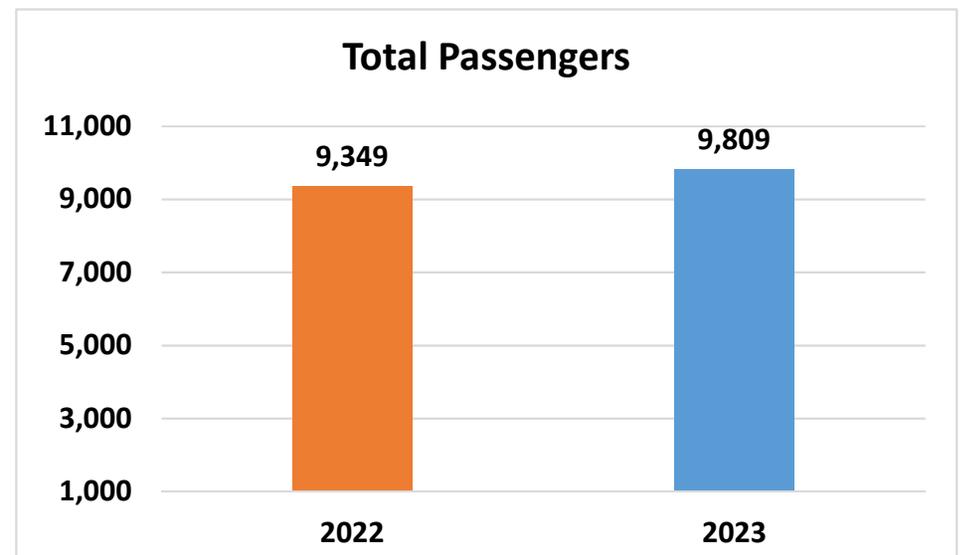
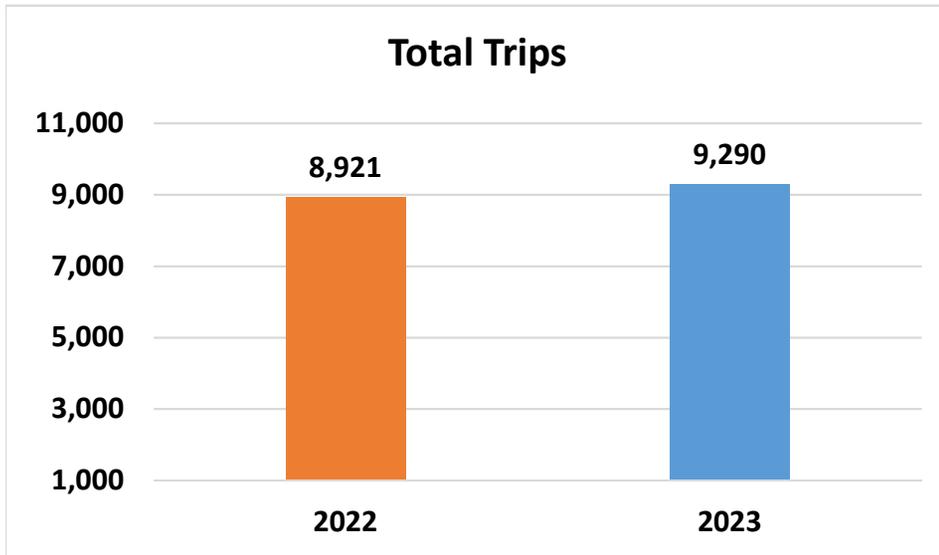
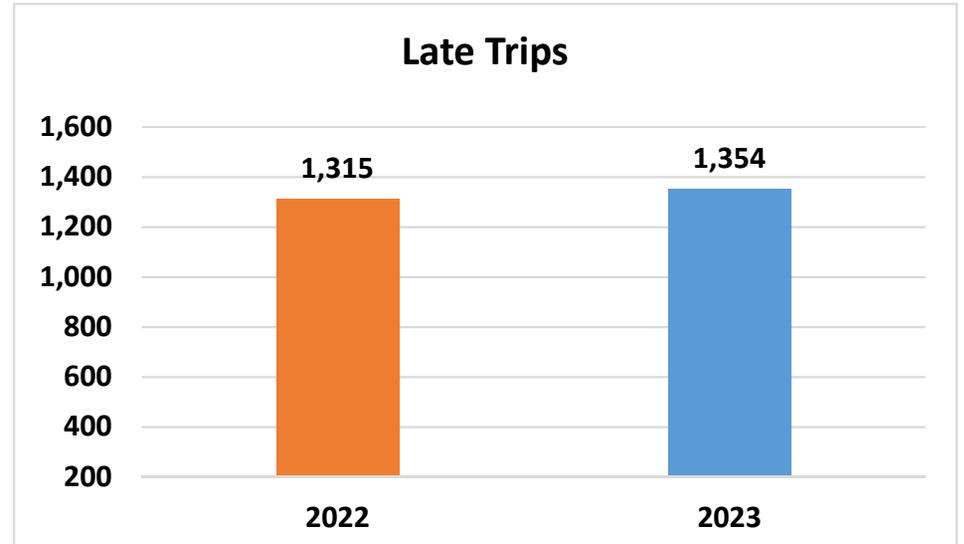
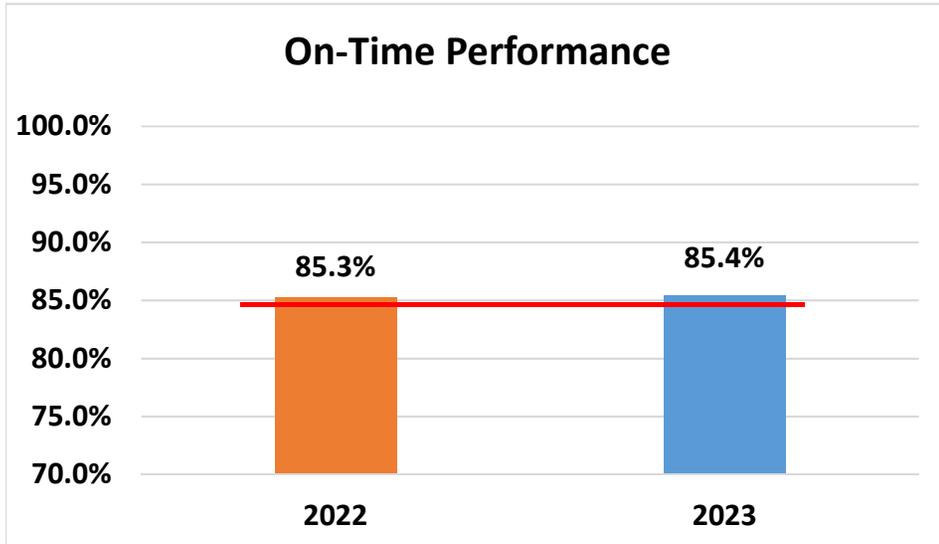
Total passengers for the month of March were 9,809. When compared to March 2022, this is a increase of 460 passengers or 4.9%. Mobility device boardings for March 2023 increased by 303 or 24% compared to March 2022. Field Supervisors performed 52 onboard inspections and 55 safety evaluations which included pre-trip inspections and trailing evaluations.

Recommendation:

Receive and file.

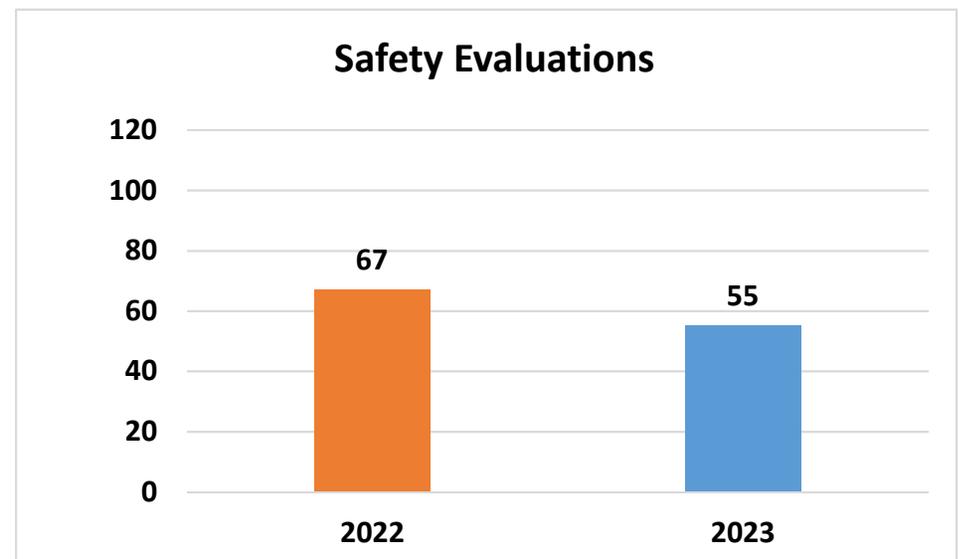
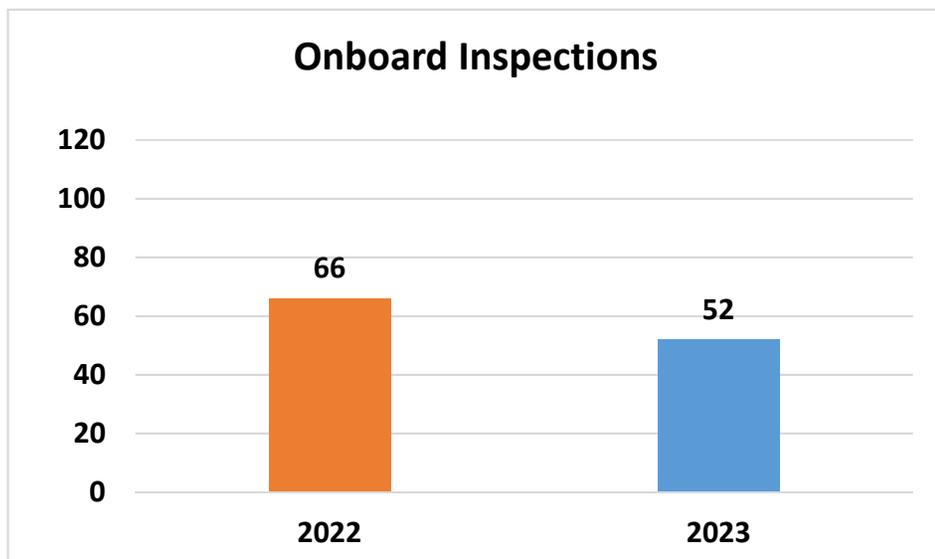
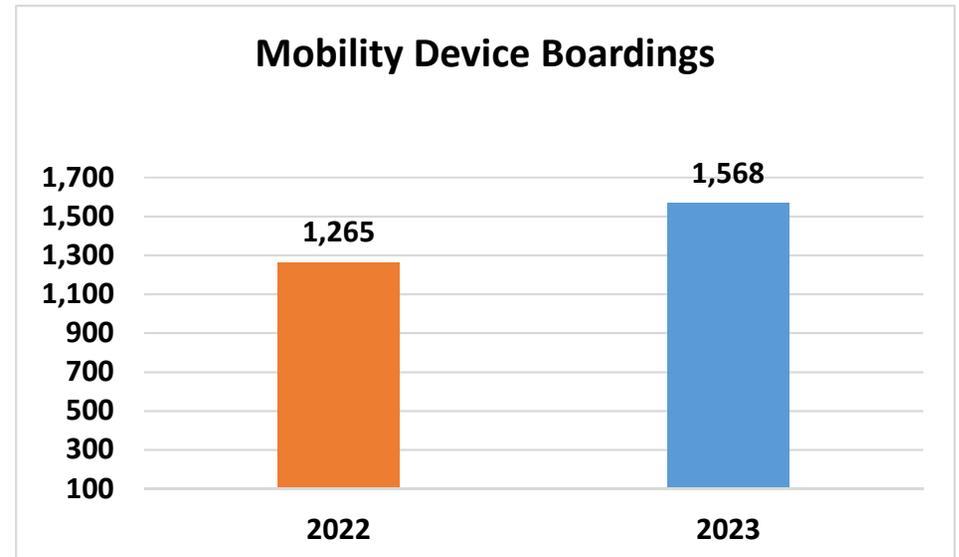
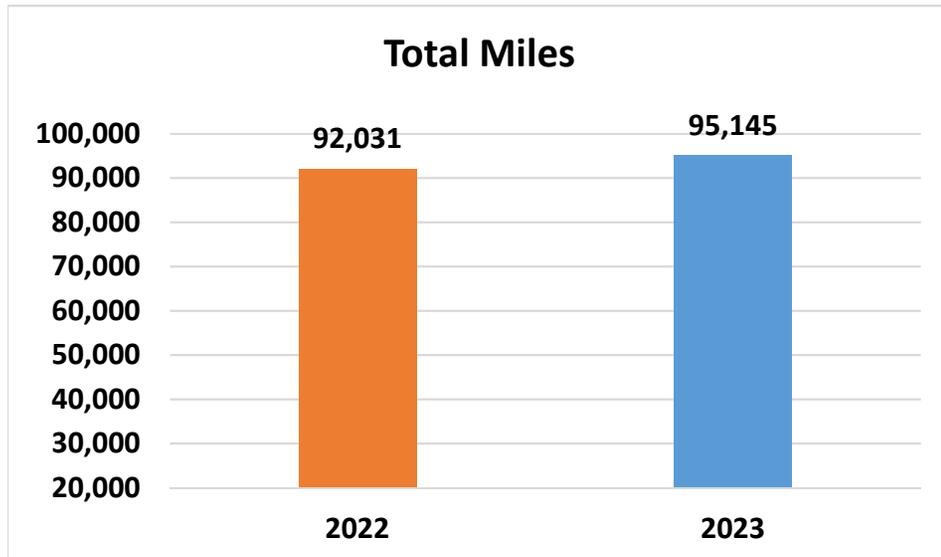
SunDial Operational Charts

March 2022 vs. March 2023



SunDial Operational Charts

March 2022 vs. March 2023



SunLine Transit Agency
CONSENT CALENDAR

DATE: April 26, 2023 **RECEIVE & FILE**

TO: Finance/Audit Committee
Board of Directors

RE: Metrics for March 2023

Summary:

The metrics packet includes data highlighting on-time performance, early departures, late departures, late cancellations, operator absences, fixed route customer complaints, paratransit customer complaints, advertising revenue and system performance. SunRide performance includes system-wide, trip booking method and geo-fence metrics for Desert Hot Springs/Desert Edge, Palm Desert, Coachella, Mecca/North Shore, Indio, Cathedral City and Palm Springs. Included in this packet is ridership data for the mobile ticketing usage of the Token Transit application and the Haul Pass programs with the various High Schools in the Coachella Valley, College of the Desert (COD) and California State University San Bernardino (CSUSB) Palm Desert Campus.

SunRide

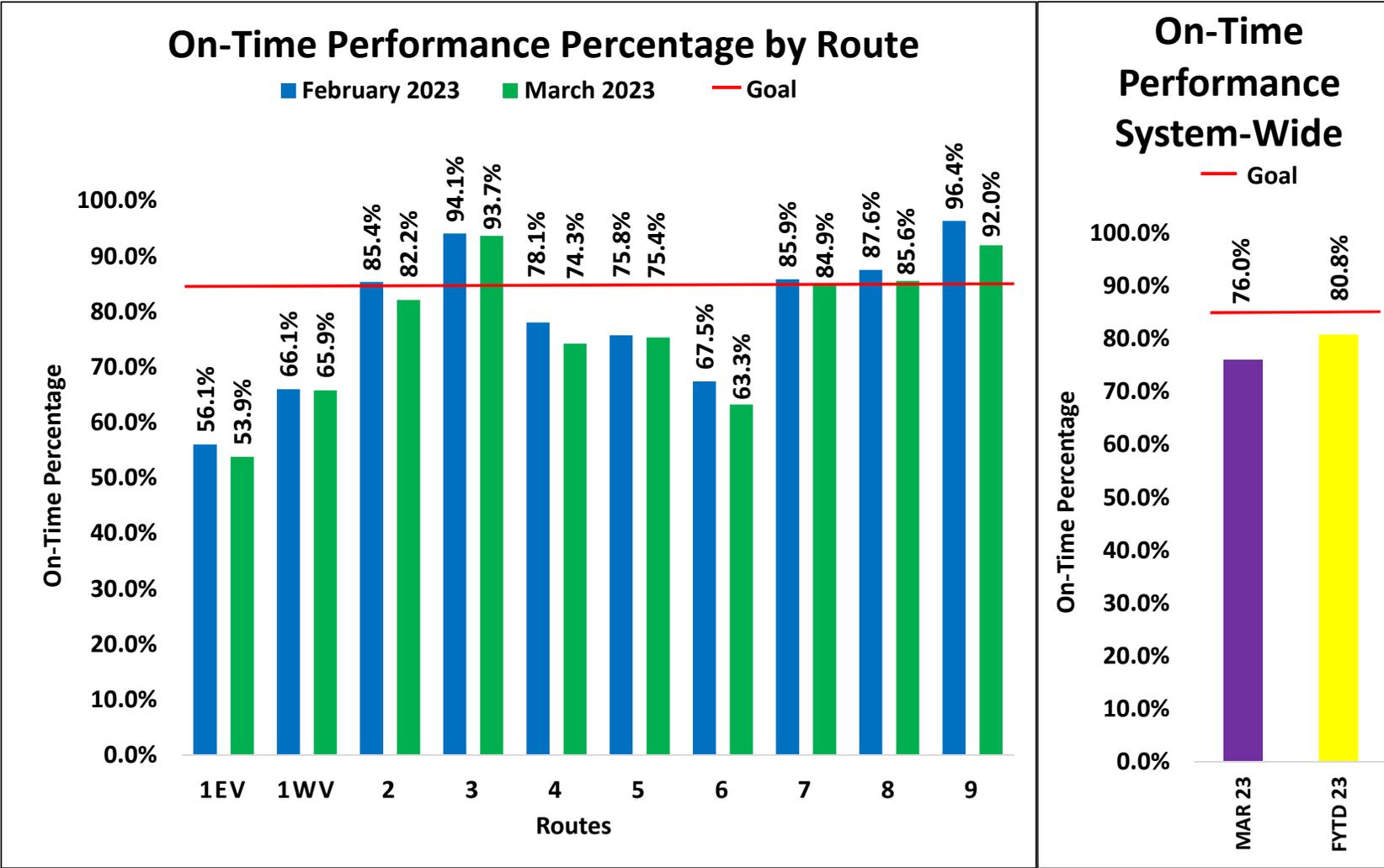
- Four (4) of the seven (7) geo-fences had their best month to date in March.
 - Desert Hot Springs with 204 trips by 242 passengers, up 14%.
 - Palm Desert had 353 trips by 367 passengers, up 41%.
 - Indio had 104 trips by 106 passengers, up 53%.
 - Palm Springs had 163 trips by 175 passengers, up 94%.
- SunRide system-wide also had its best month to date with 972 trips by 1,045 passengers, up 34%.
- Palm Desert remains strong with 250 rides by 264 passengers, its best month to date.
- The geo-fence boundaries for Cathedral City will be expanded based on failed searches in an effort to grow this zone.

Fixed Route

- Fixed route's on-time performance had a decrease of 3.4% from February 2023 to March 2023. Multiple routes experienced heavy delays due to weather conditions and road closures.
- For the month of March 2023, the Agency did not meet its service standard goal of 85%. Routes 1, 2, 4, 5 and 6 did not meet their on-time performance for the month. All routes were impacted due to construction, weather conditions, traffic, shortage of operators.
 - Route 1 – 1WV experienced road construction in Rancho Mirage and Indian Wells. 1EV experienced traffic delays due to the tennis tournament. Staff has observed running times for the route and will adjust with the upcoming May service change.
 - Routes 2 & 4 – Wash closures at Gene Autry Trl. and Vista Chino.
 - Route 6 – Experienced traffic delays due to the tennis tournament. Staff has observed running times for the route and will adjust with the upcoming May service change.
- Early departures decreased by 1% compared to the previous month. This is attributed to the supervisors interacting with operators with early departures in the field.
- Late departures for March 2023 had a decrease of 0.5% when compared to the previous month.
- Route 5 continues to experience high traffic delays exiting Desert Hot Springs near the I-10 freeway and evening traffic delays at Palm Dr. going northbound.
- For the month of March 2023, 21% of SunLine's fixed route operator workforce was absent when compared to March 2022 at 17%.
- Workforce for March 2023 was at a total of 133 operators when compared to March 2022 at 154 operators.
- The High School Haul Pass ridership for March 2023 is the highest ridership month since the inception of the program in August 2021, with 23,936 rides.

Recommendation:

Receive and file.



On-Time: When a trip departs a time point within a range of zero (0) minutes early to five (5) minutes late.

Goal: Minimum target for On-Time Performance is 85%.

Note: For the month of March 2023, the Agency's on-time performance was at 72.6% when compared to March 2022 at 82.5%. This is a decrease of 9.9%.

Multiple routes experienced heavy delays due to weather conditions and road closures.

Early Departure Percentage by Route

■ February 2023 ■ March 2023

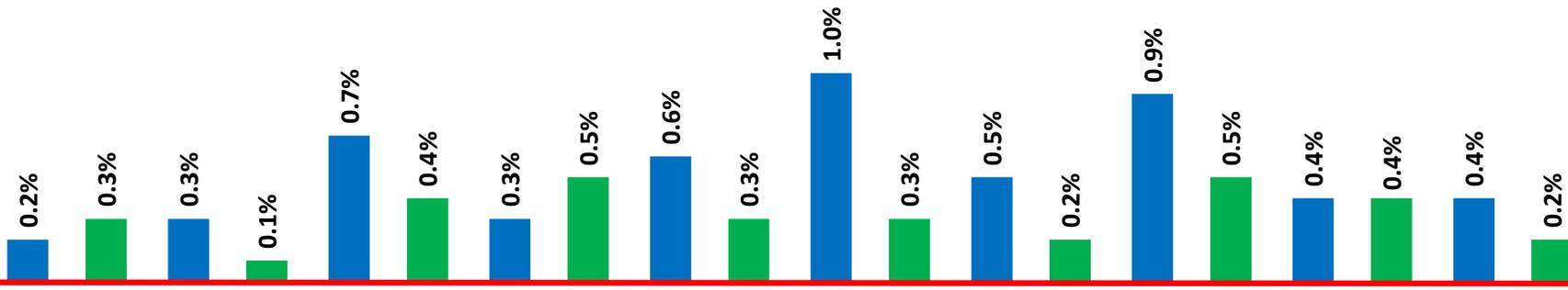
Early Departure Percentage

2.0%

0.0%

1EV 1WV 2 3 4 5 6 7 8 9

Routes

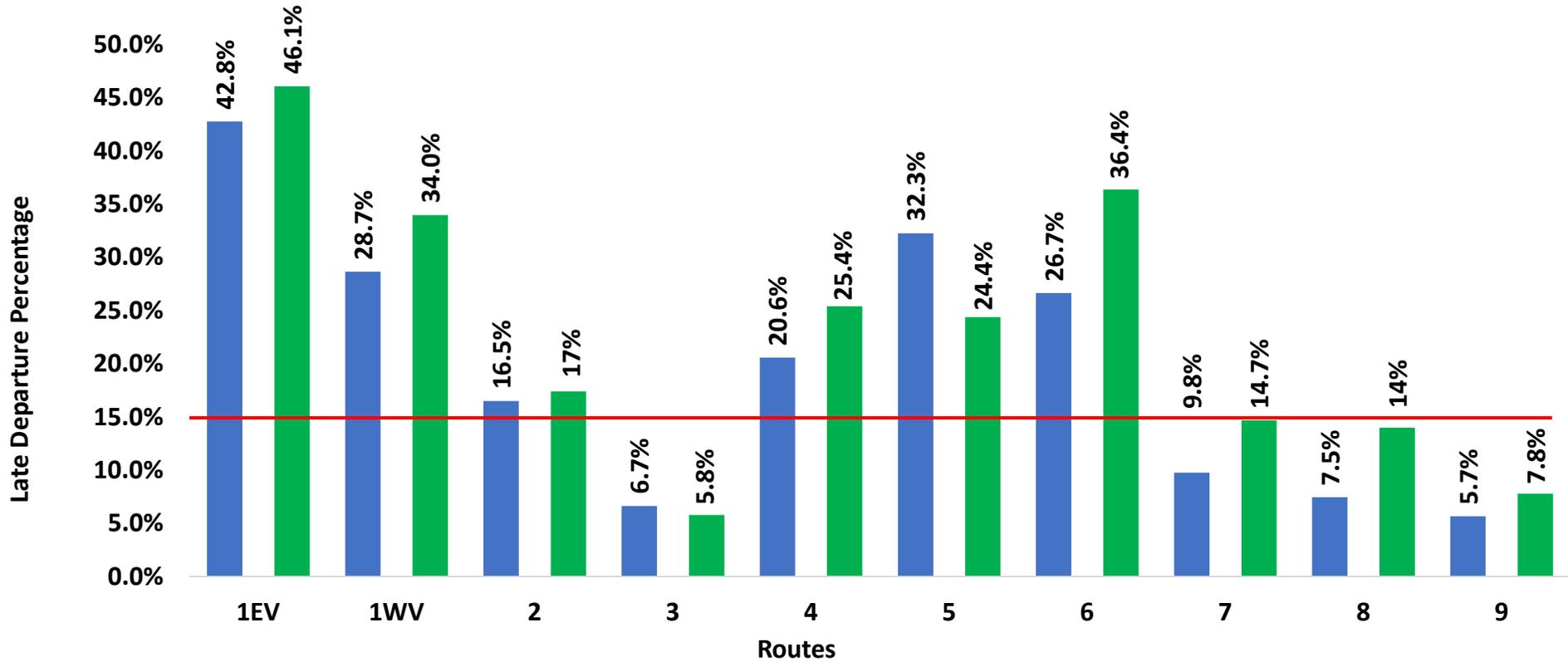


Early Departure: When a bus leaves a time point ahead of the scheduled departure time.

Goal: To reduce early departures to 0%.

Late Departure Percentage by Route

■ February 2023 ■ March 2023 — Goal

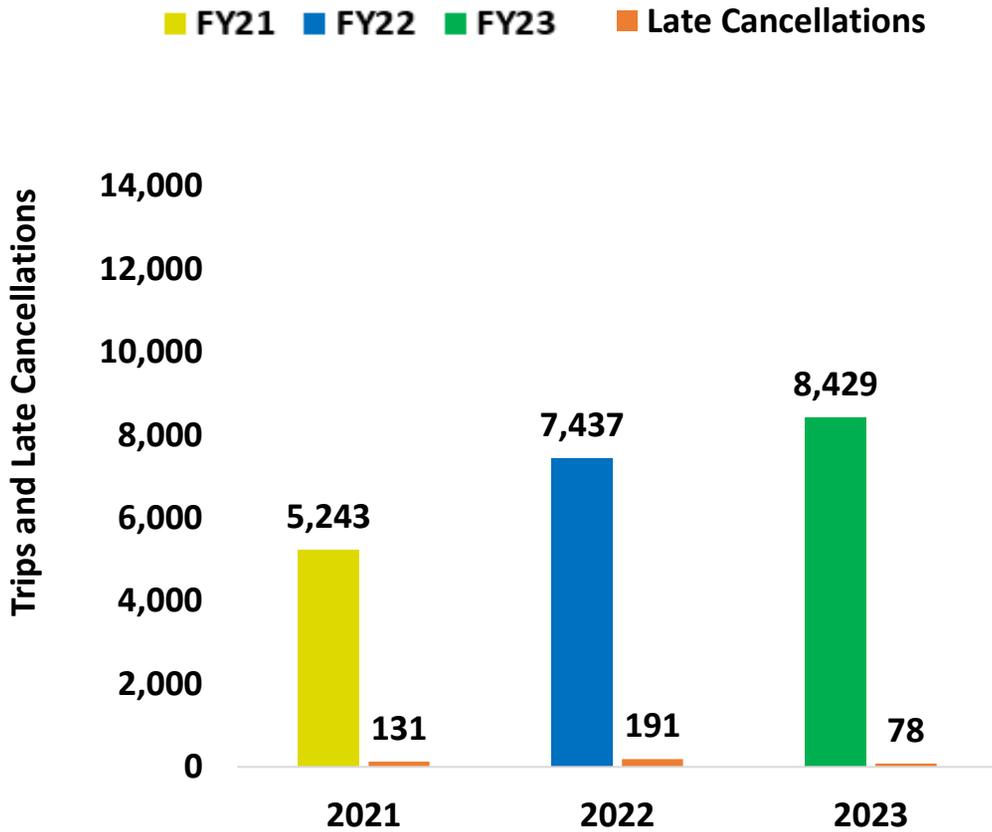


Late Departure: When a bus leaves a time point after the scheduled departure time and the route is running late with a departure greater than five (5) minutes.

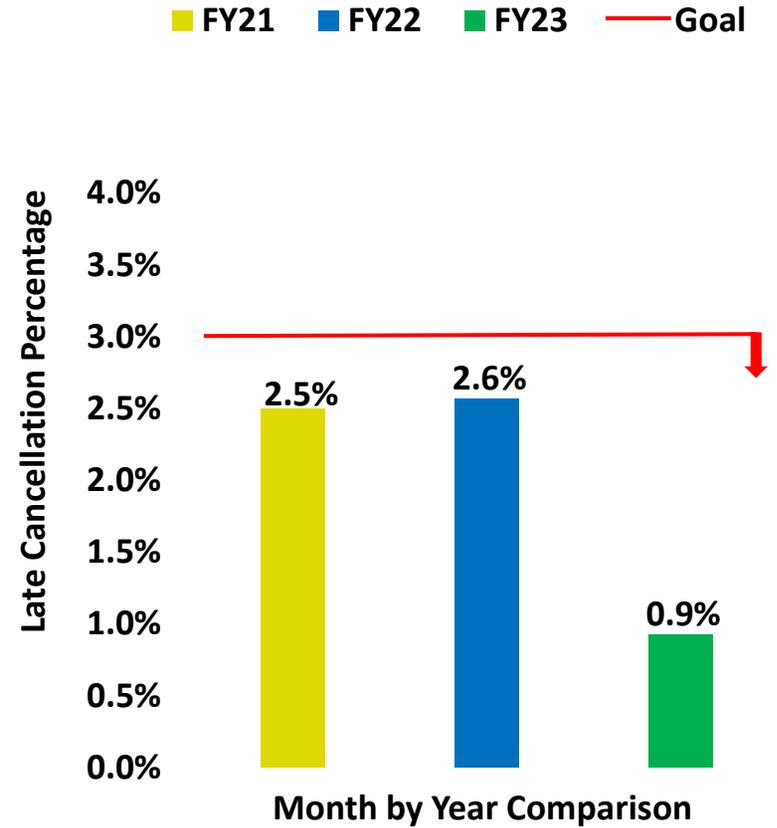
Goal: To ensure late departures remain below 15%.

Note: For the month of March 2023, we did not meet the Agency's overall goal of 85% due to road closures/detours caused by construction, weather conditions, traffic, shortage of operators.

Total Trips vs. Late Cancellations March



Late Cancellations by Percentage



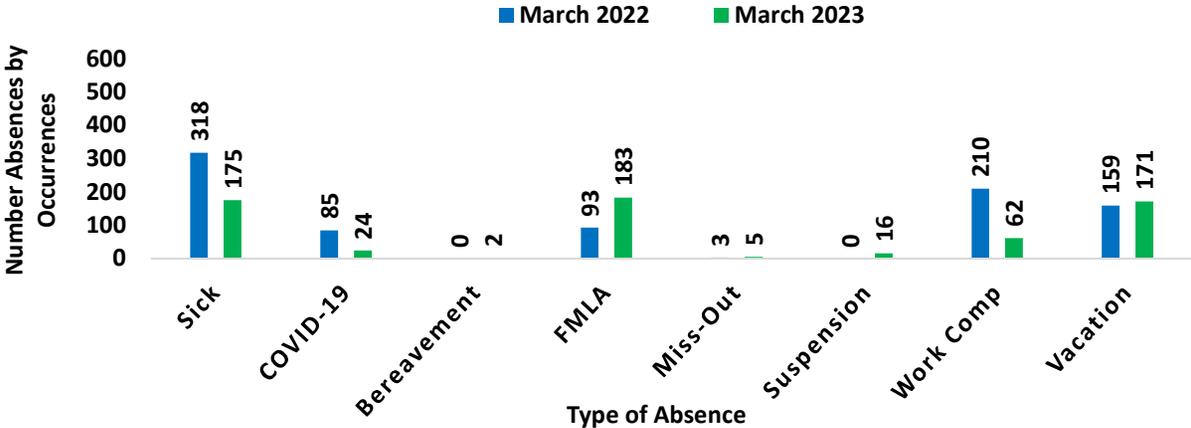
Trip: A one-way trip booked by the rider. A round trip is counted as two (2) trips.

Late Cancellation: A trip for which a rider cancels two (2) hours or less before the scheduled pick-up time.

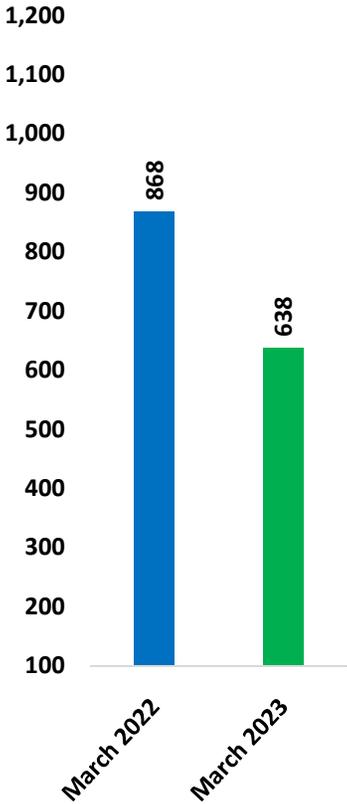
Goal for Late Cancellations: 3% or below.

Total Trips: Total one-way trips completed.

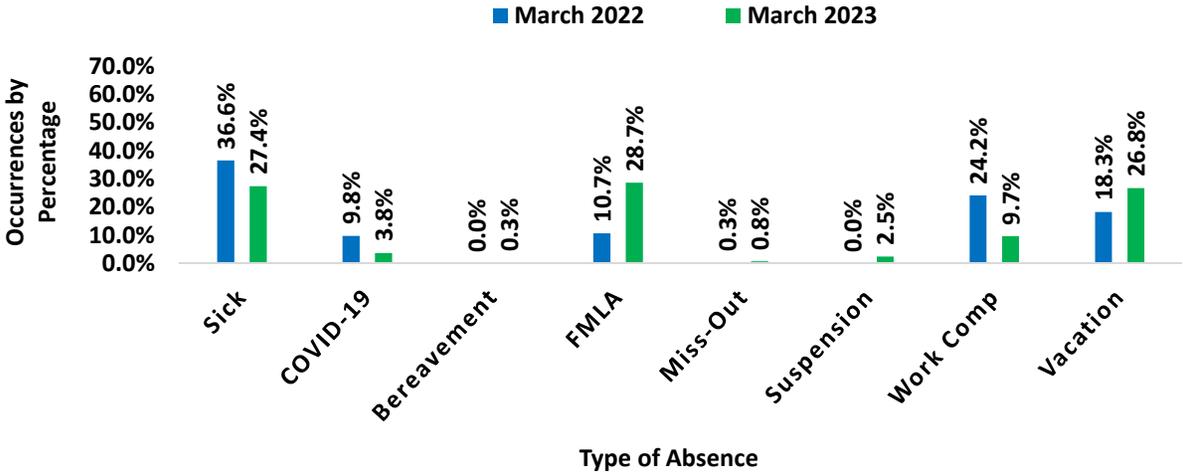
Operator Absence by Type



Total Absence Occurrences

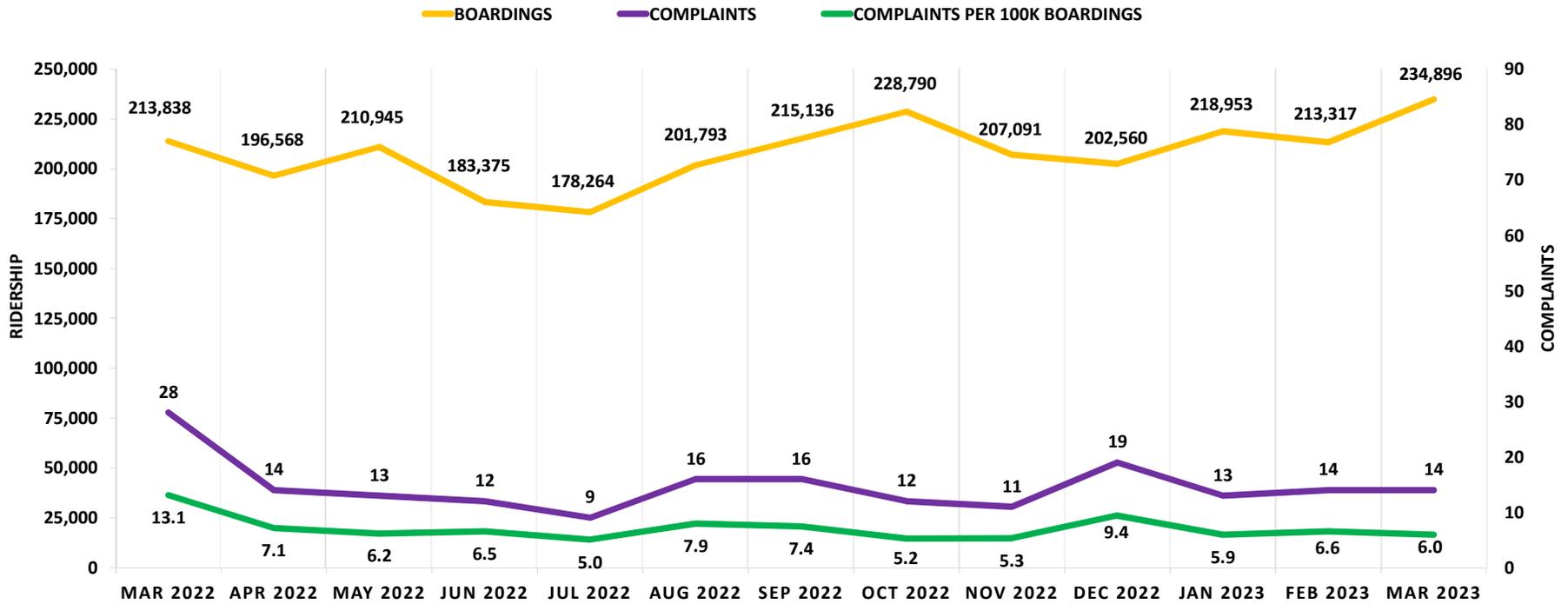


Operator Absence Type by Percentage



This chart includes unplanned/unscheduled and COVID-19 absences for Fixed Route drivers. For the month of March 2022, 17% of SunLine's fixed route operator workforce was absent when compared to March 2023 at 21%. Workforce for March 2022 was at a total of 154 operators when compared to March 2023 at 13 operators.

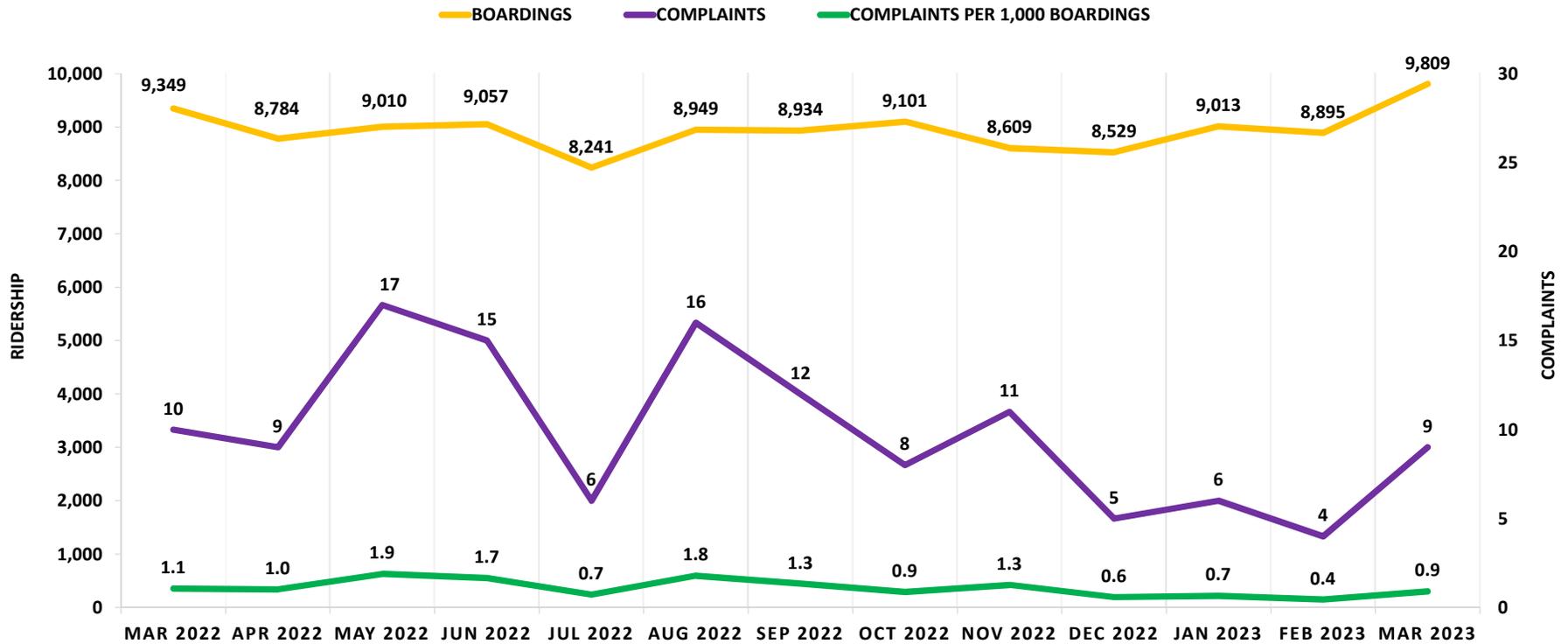
Fixed Route Customer Complaints March 2023



This chart represents the number of boardings and total valid complaints, as well as the number of valid complaints per 100,000 boardings for the fixed route system.

For the month of March, 99.99% of our total boardings did not receive a complaint.

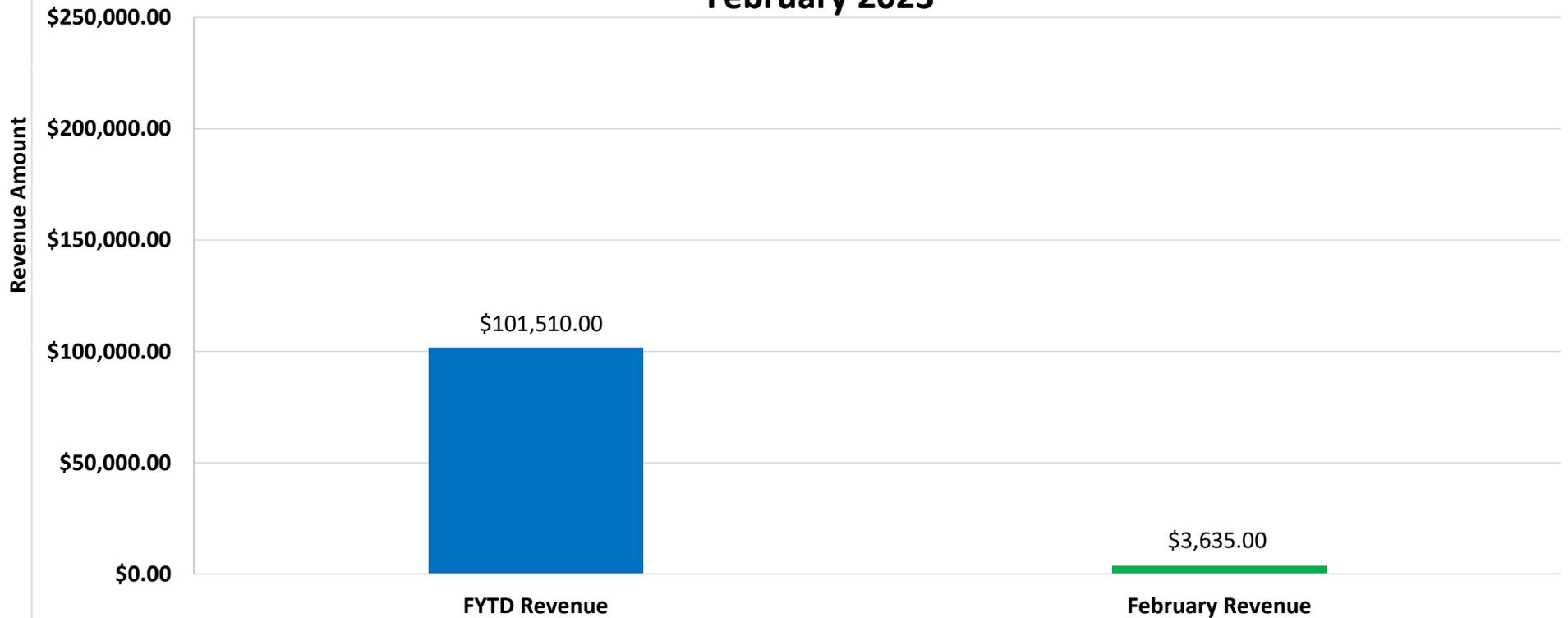
Paratransit Customer Complaints March 2023



This chart represents the total number of boardings and valid complaints, as well as the number of valid complaints per 1,000 boardings for the paratransit service.

For the month of March, 99.91% of our total boardings did not receive a complaint.

Advertising Revenue FYTD Budget vs FYTD Agency Revenue February 2023

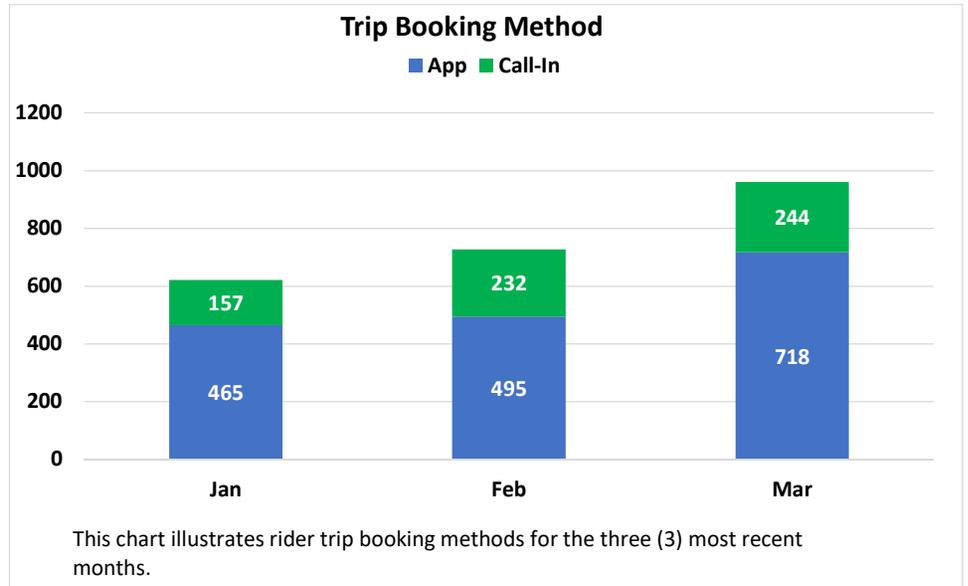
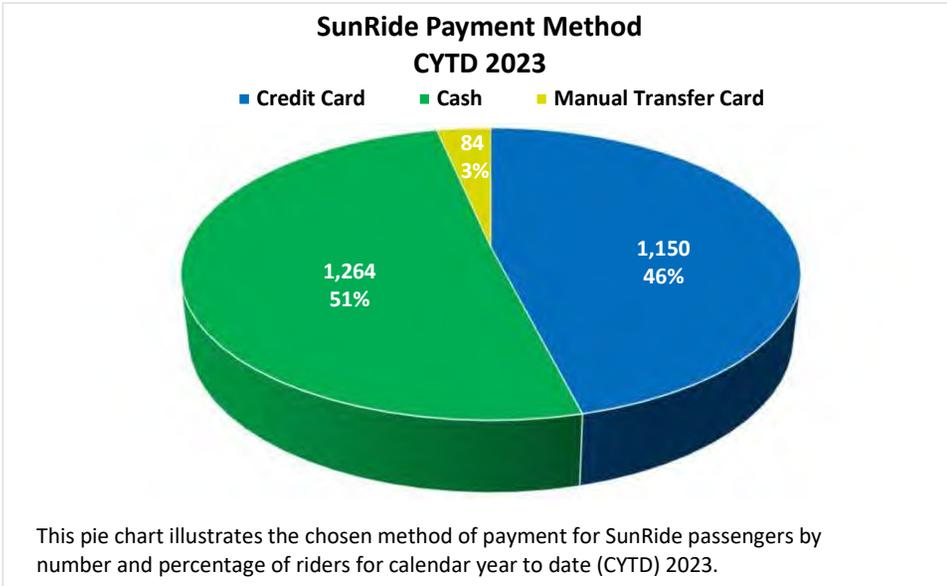
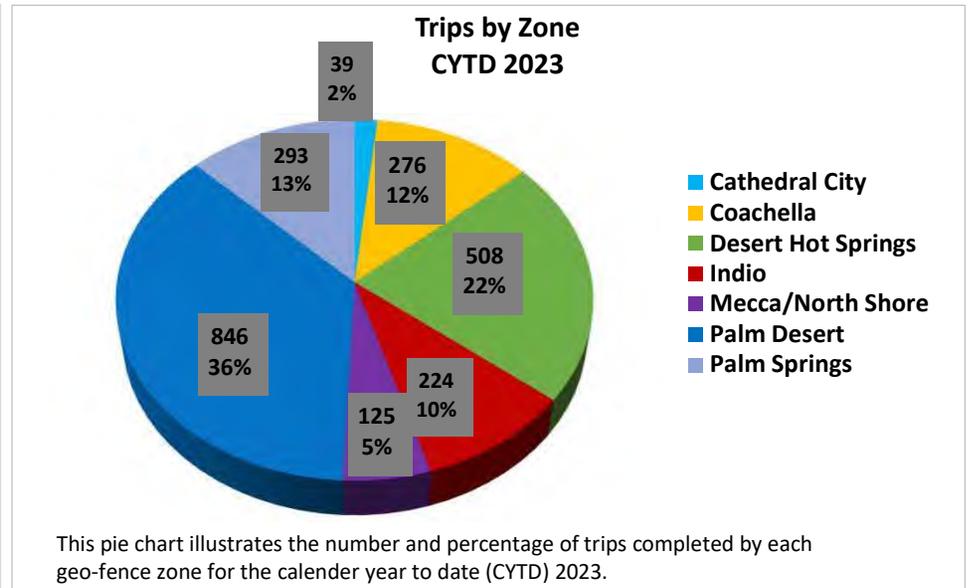
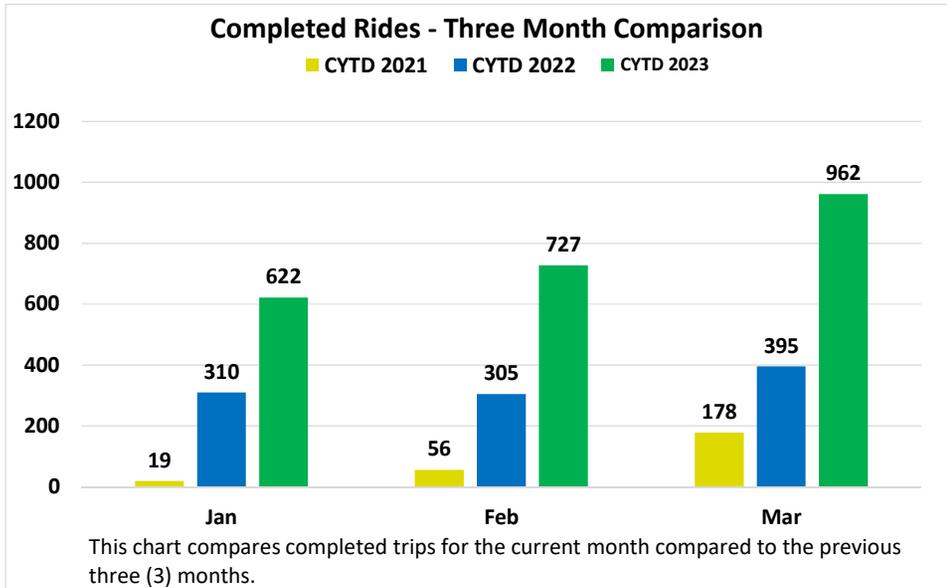


Advertising revenue tracks revenue of invoiced contracts for bus shelter and bus wrap advertising. The graph tracks FYTD revenue accrued with the monthly revenue accrued. The annual budget amount for FY23 is \$250,000 (*advertising revenues follow Finance Department reporting from the previous two (2) months*).

SunRide System-Wide Metrics CYTD 2023

Total Completed Trips: 2,311

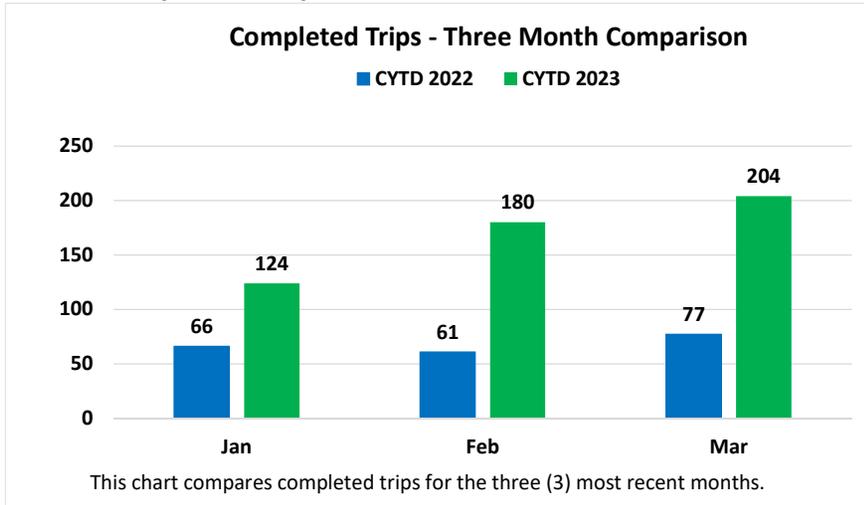
Total Number of Passengers: 2,498



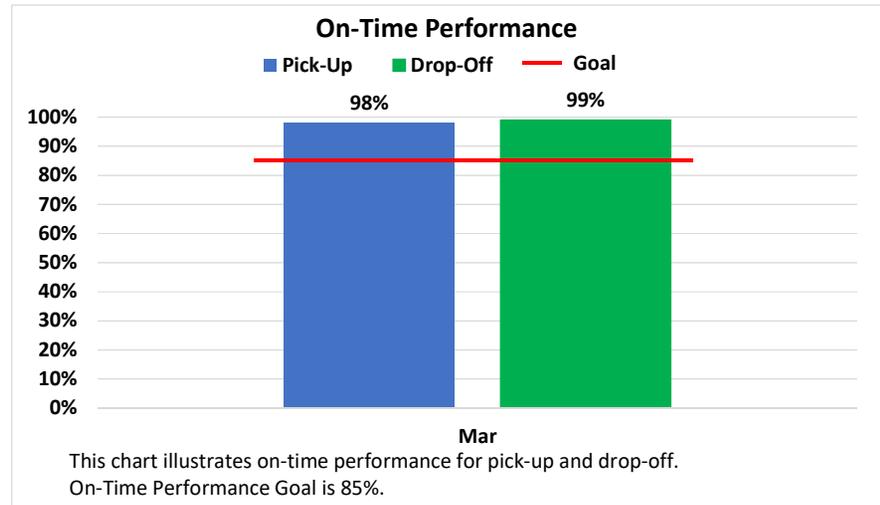
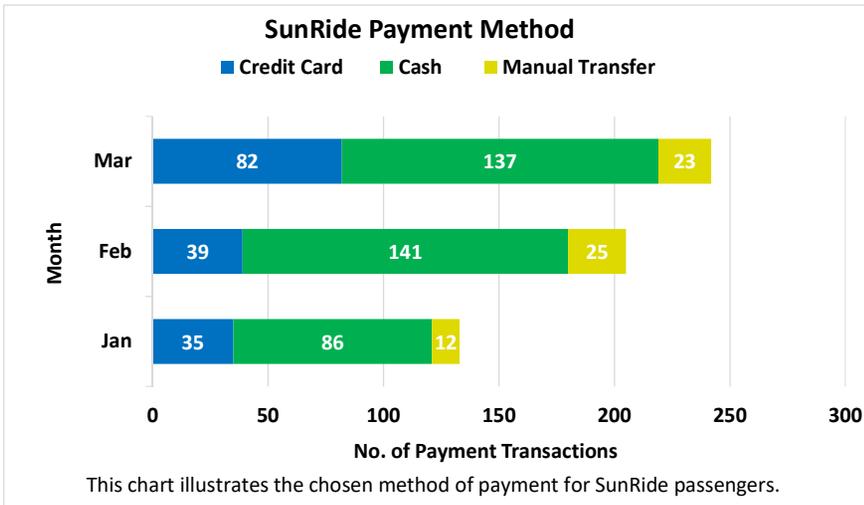
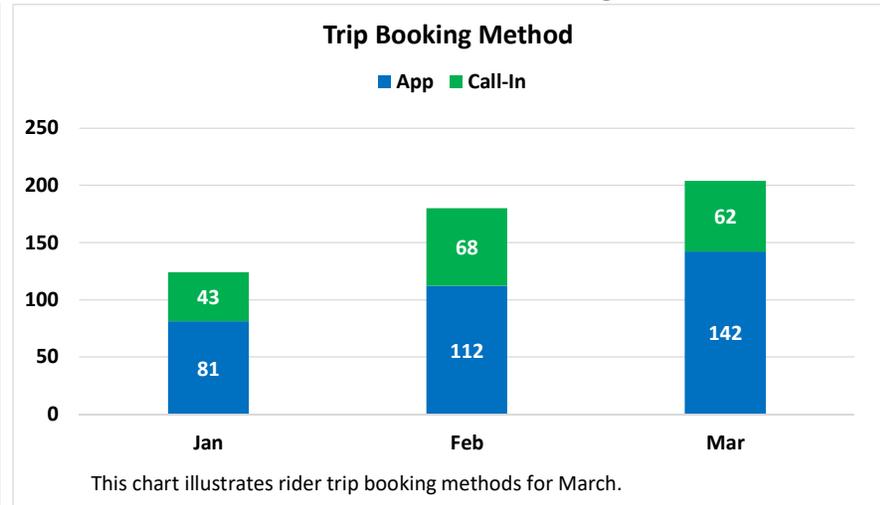
Percentage of Trips System-wide as Ridesharing: 11%

Desert Hot Springs/Desert Edge Geo-Fence Metrics CYTD 2023

Total Completed Trips: 508



Total Number of Passengers: 580



Percentage of Trips as Ridesharing: 11%

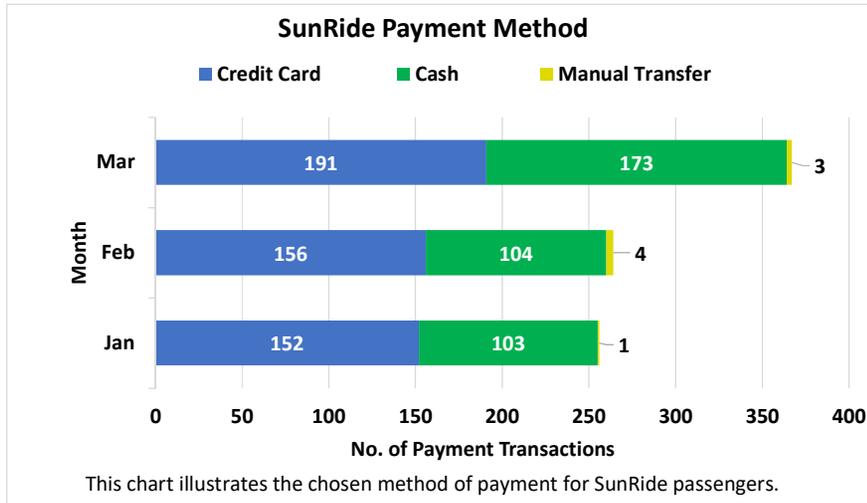
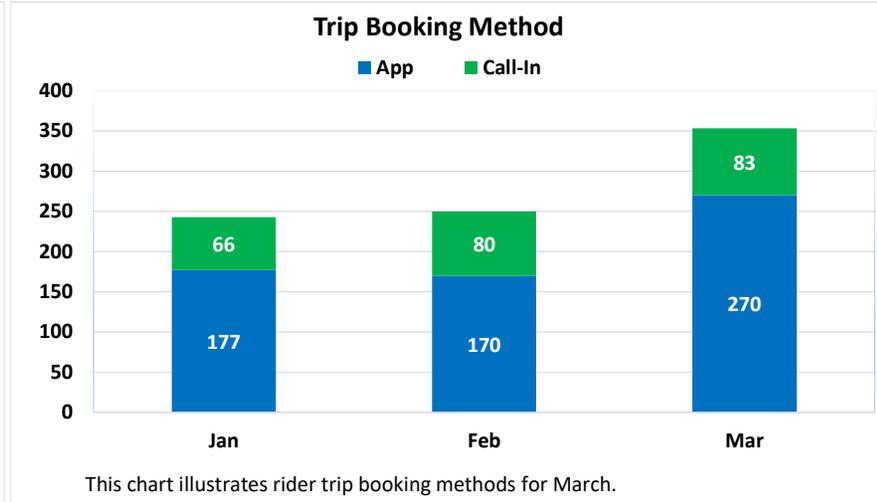
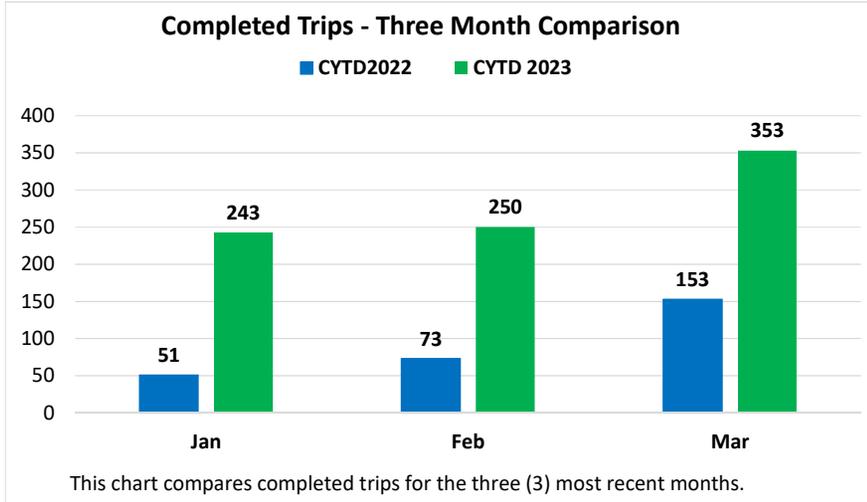
Customer Satisfaction Rating
Avg. rider trip rating 4.9
Goal: 4.5



Palm Desert Geo-Fence Metrics CYTD 2023

Total Completed Trips: 846

Total Number of Passengers: 887



Percentage of Trips as Ridesharing: 36%

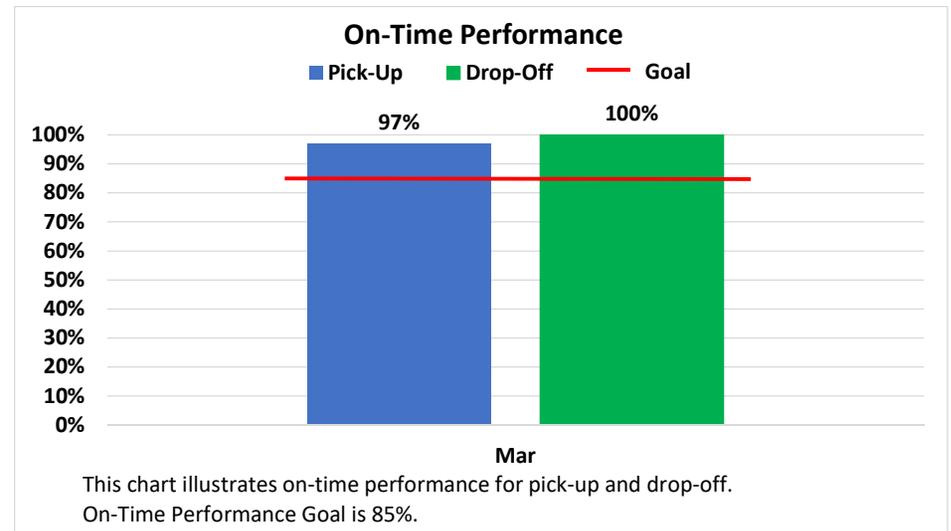
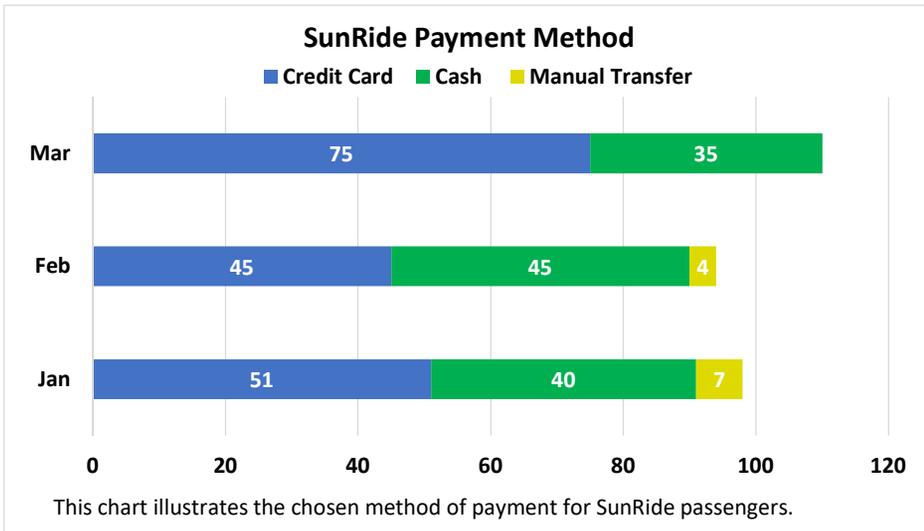
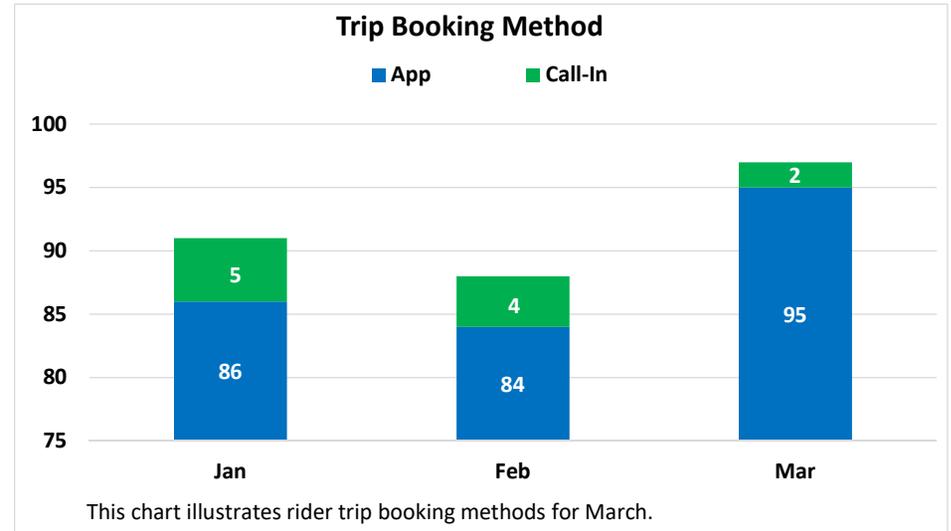
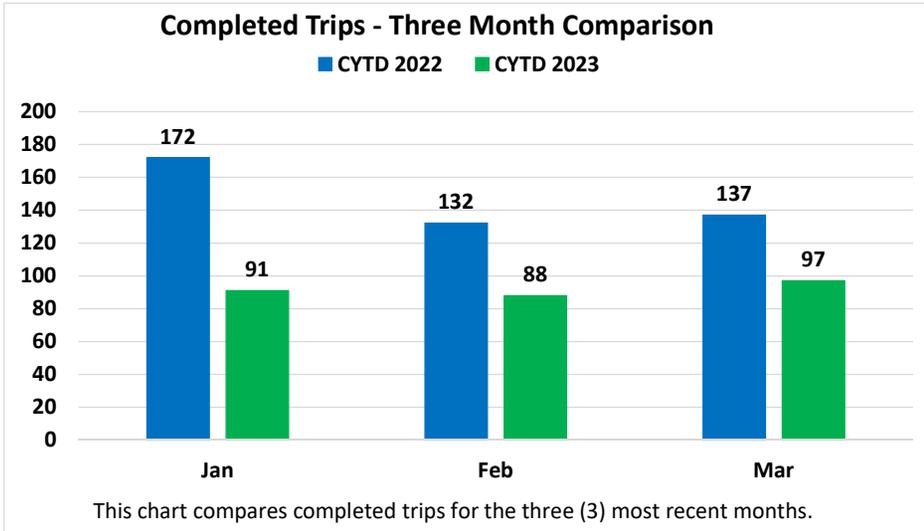
Customer Satisfaction Rating
Avg. rider trip rating: 5.0
Goal: 4.5



Coachella Geo-Fence Metrics CYTD 2023

Total Completed Trips: 276

Total Number of Passengers: 302



Percentage of Trips as Ridesharing: 12%

Customer Satisfaction Rating
Avg. rider trip rating: 4.9
Goal: 4.5

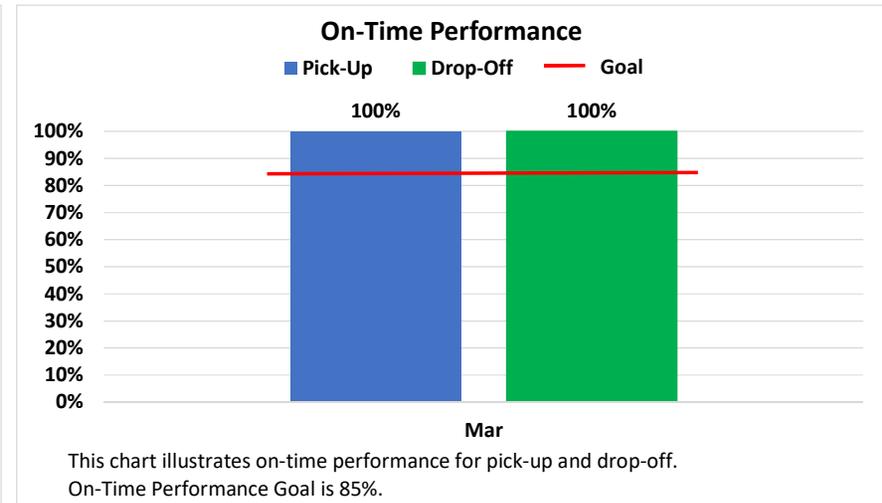
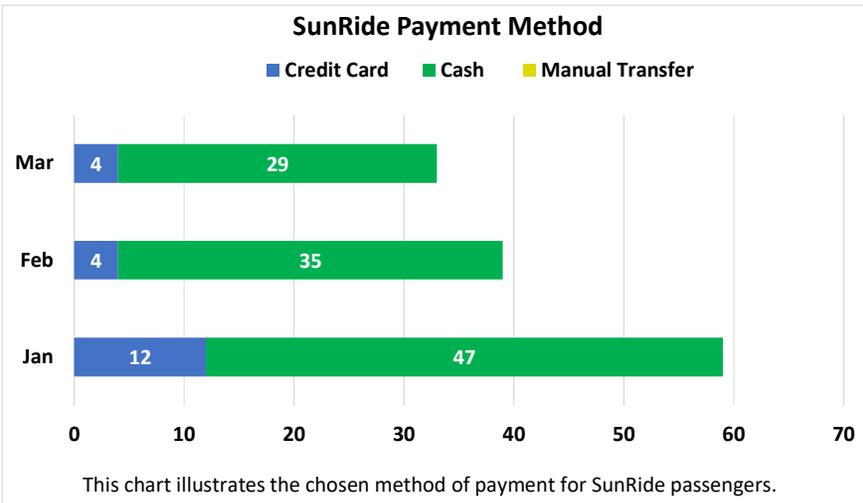
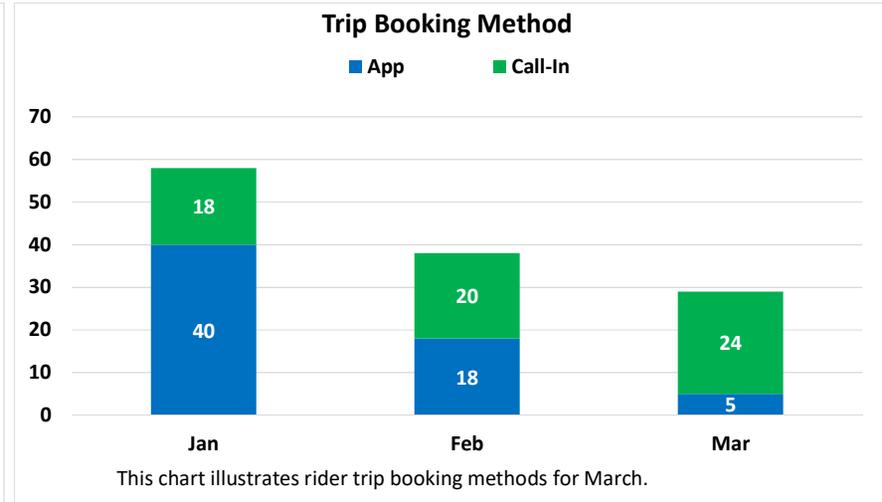
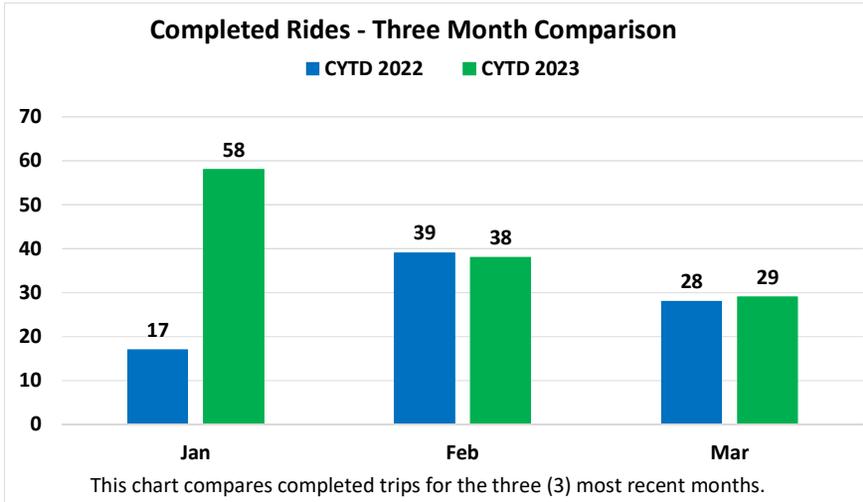


EXCEEDS GOAL!

Mecca/North Shore Geo-Fence Metrics CYTD 2023

Total Completed Trips: 125

Total Number of Passengers: 131



Percentage of Trips as Ridesharing: Zero (0) percent

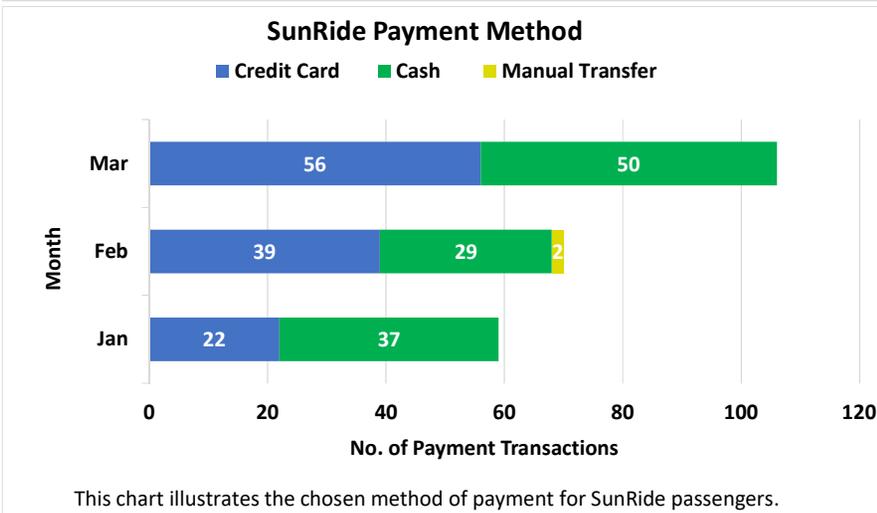
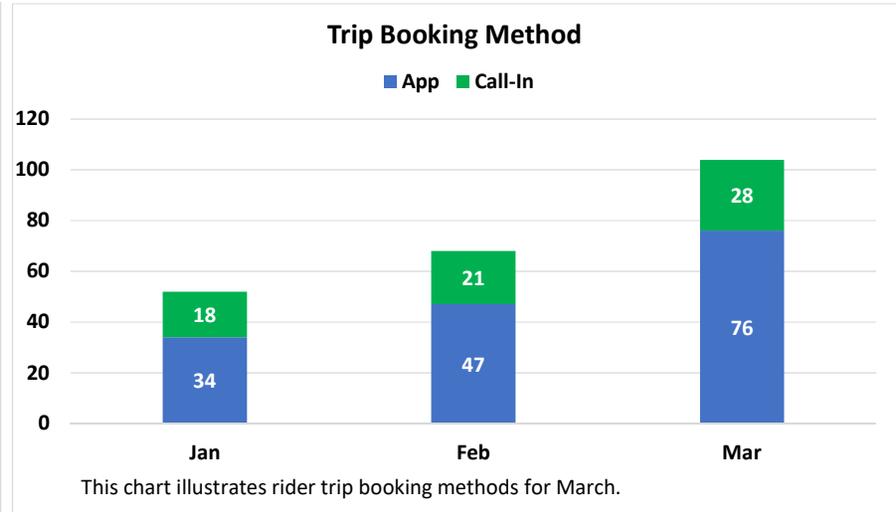
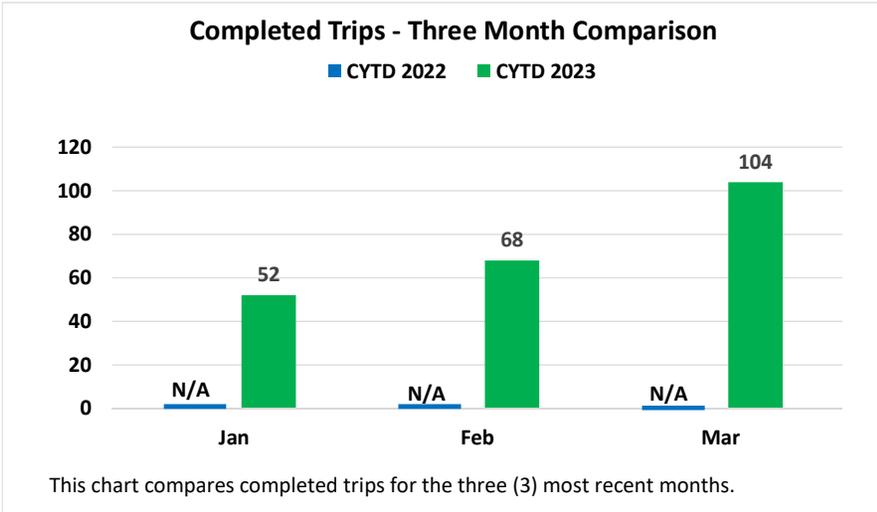
Customer Satisfaction Rating
Avg. rider trip rating: 5.0
Goal: 4.5



Indio Geo-Fence Metrics CYTD 2023

Total Completed Trips: 224

Total Number of Passengers: 235



Percentage of Trips as Ridesharing: Eight (8) percent

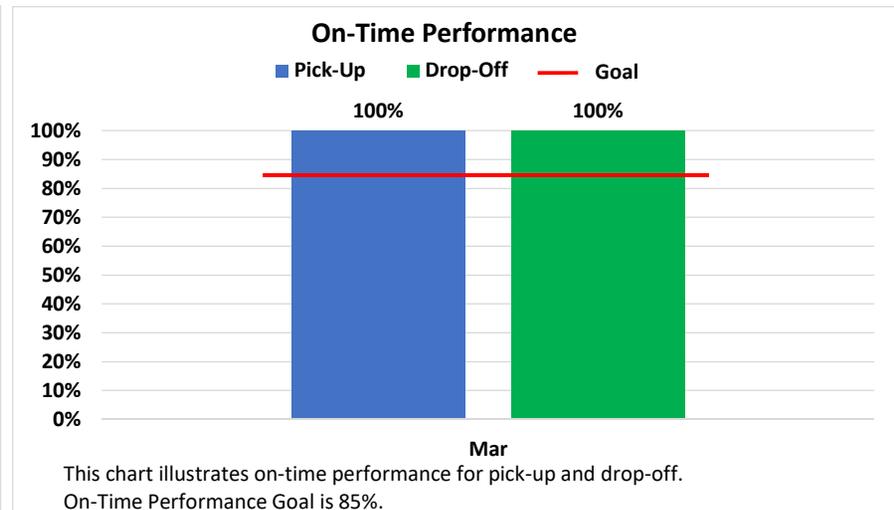
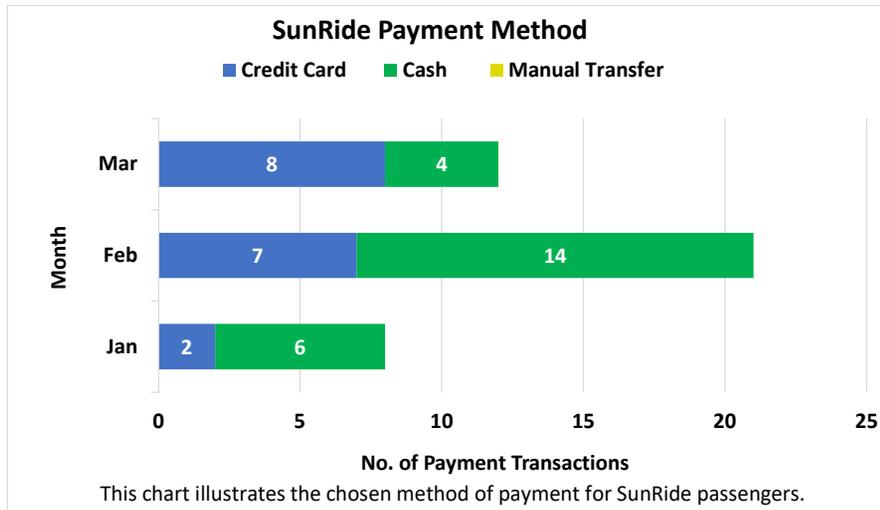
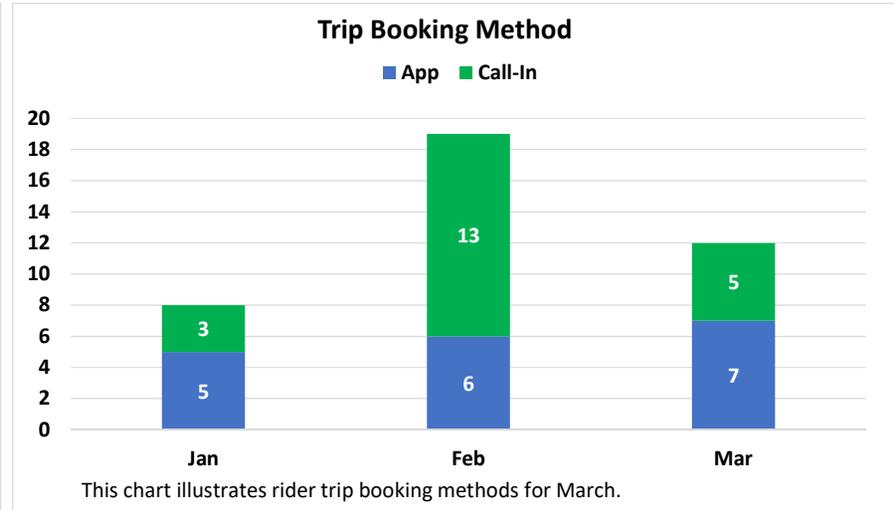
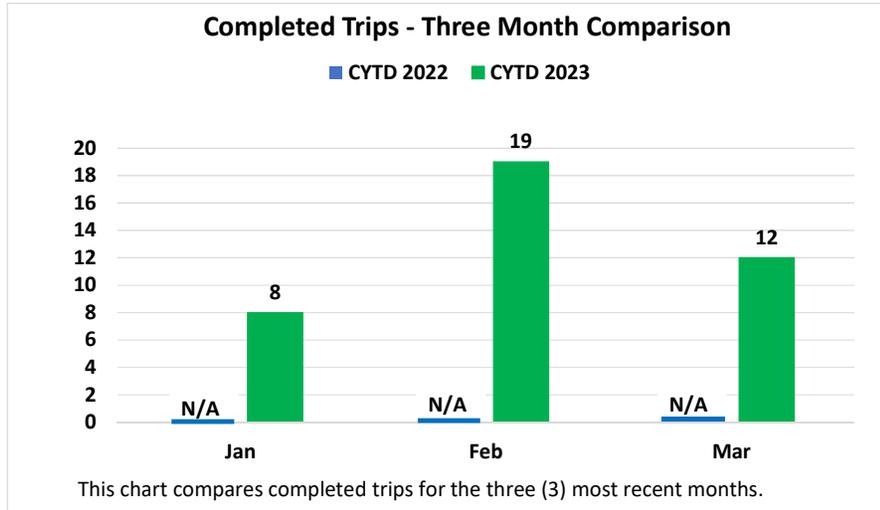
Customer Satisfaction Rating
Avg. rider trip rating 5.0
Goal: 4.5



Cathedral City Geo-Fence Metrics CYTD 2023

Total Completed Trips: 39

Total Number of Passengers: 41



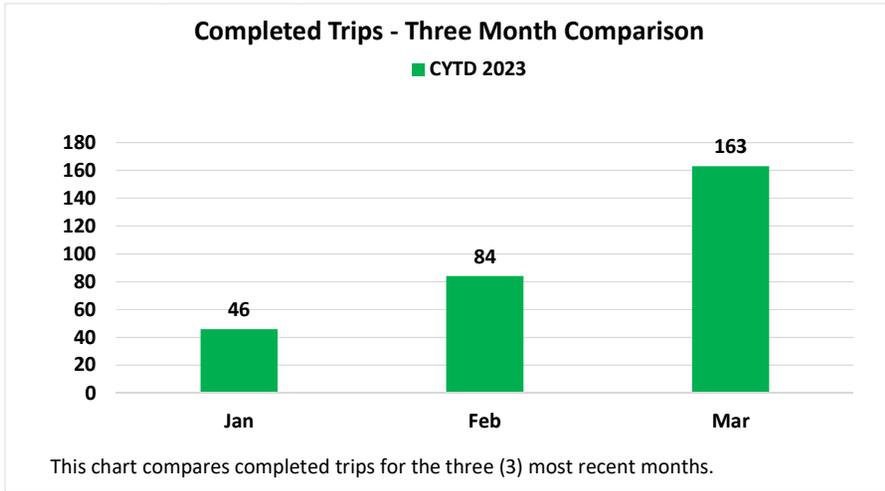
Percentage of Trips as Ridesharing: Zero (0) percent

Customer Satisfaction Rating
Avg. rider trip rating 5.0
Goal: 4.5

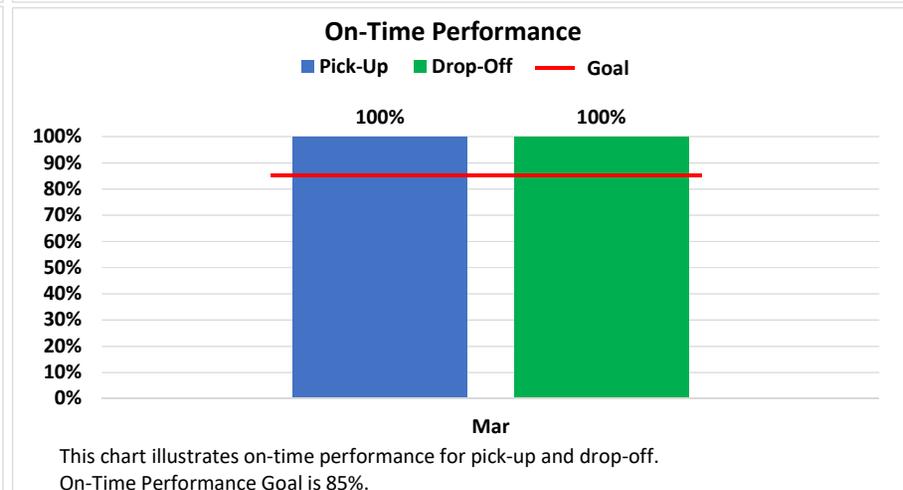
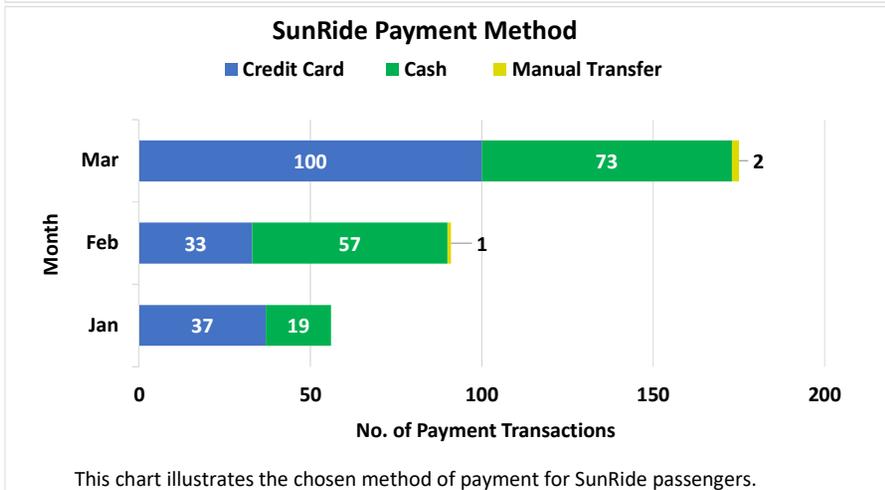
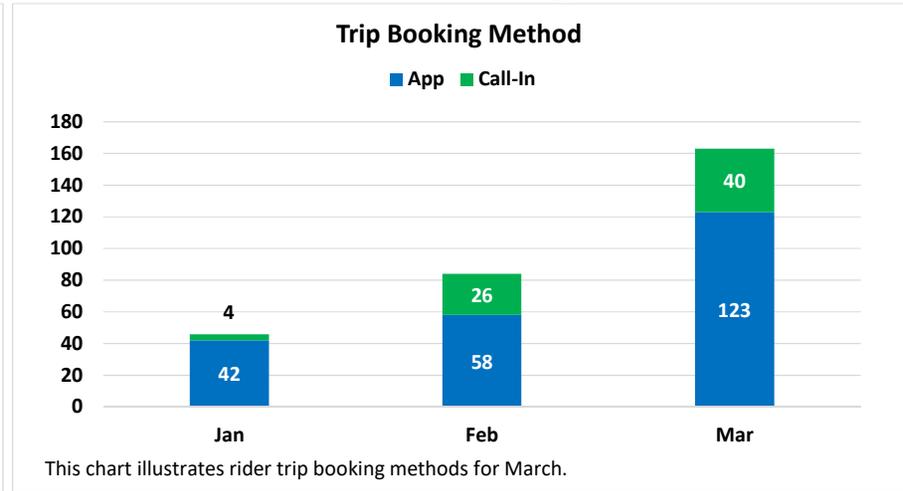


Palm Springs Geo-Fence Metrics CYTD 2023

Total Completed Trips: 293



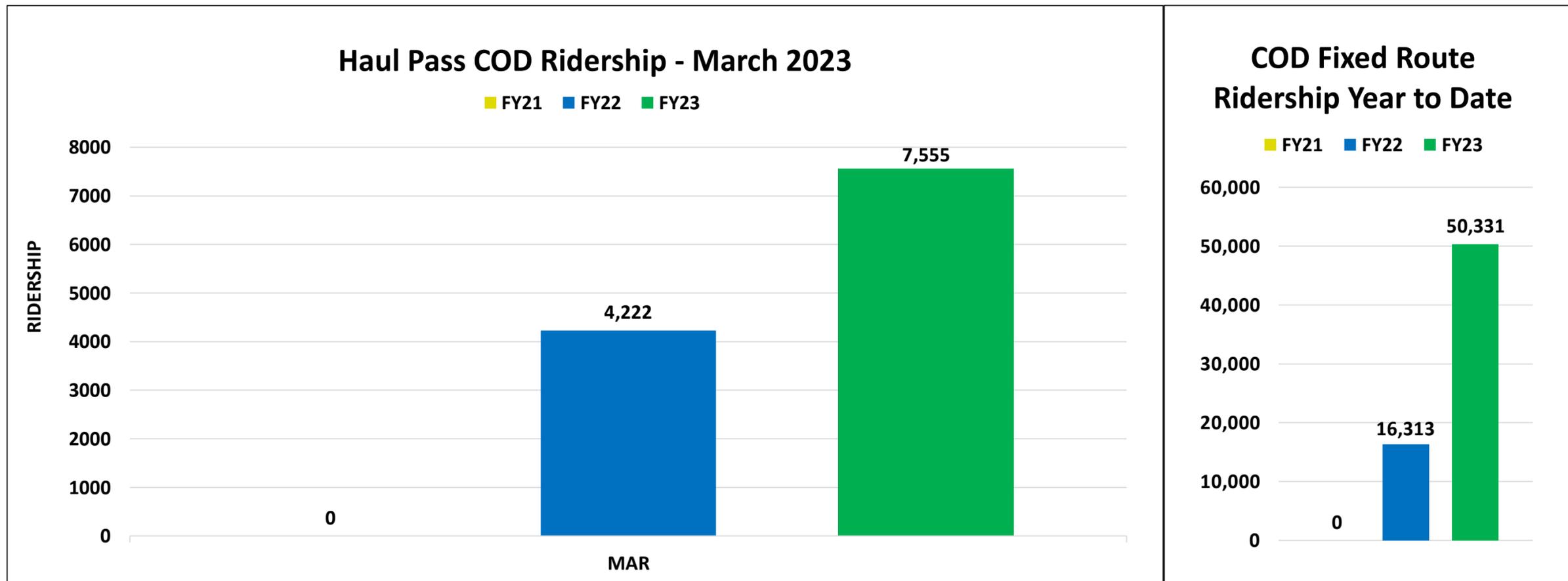
Total Number of Passengers: 322



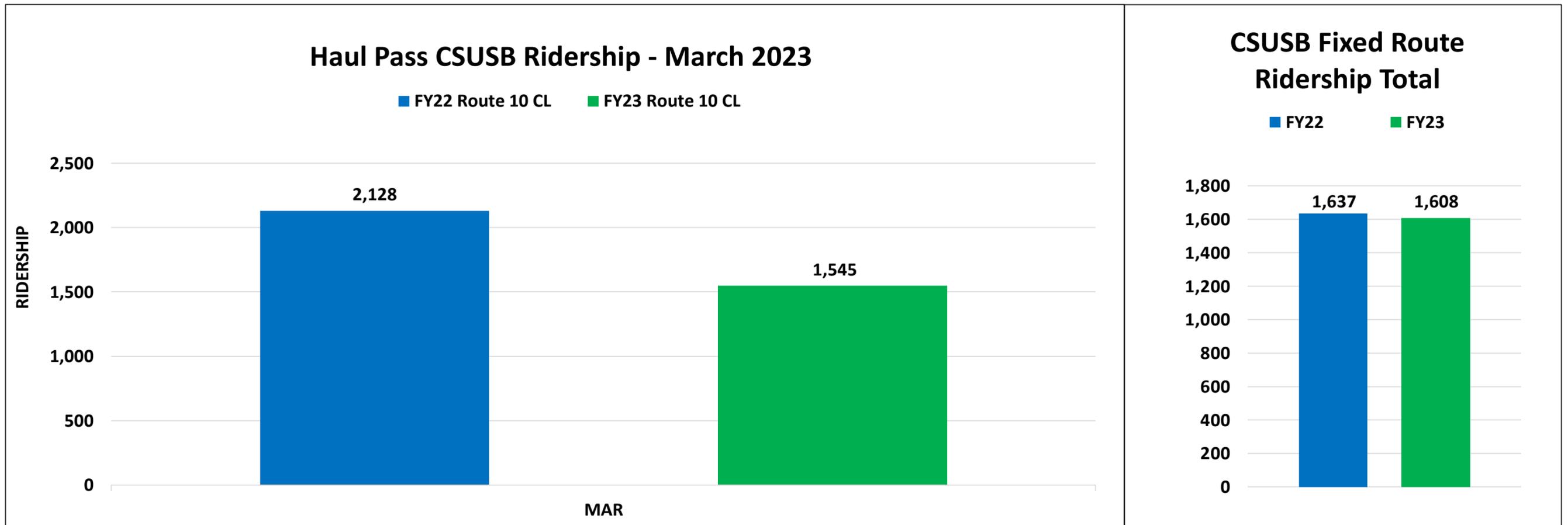
Percentage of Trips as Ridesharing: 7%

Customer Satisfaction Rating
Avg. rider trip rating 5.0
Goal: 4.5





The Haul Pass program was introduced in August 2018.
 This chart represents monthly ridership on the Haul Pass COD.
 Haul Pass COD contributed with 7,555 rides from 330 unique riders.
 March 2021 has zero (0) ridership data due to SunLine not collecting fares until May 2021.



The Haul Pass CSUSB program was introduced in September 2019.

This chart represents monthly ridership on the Haul Pass CSUSB.

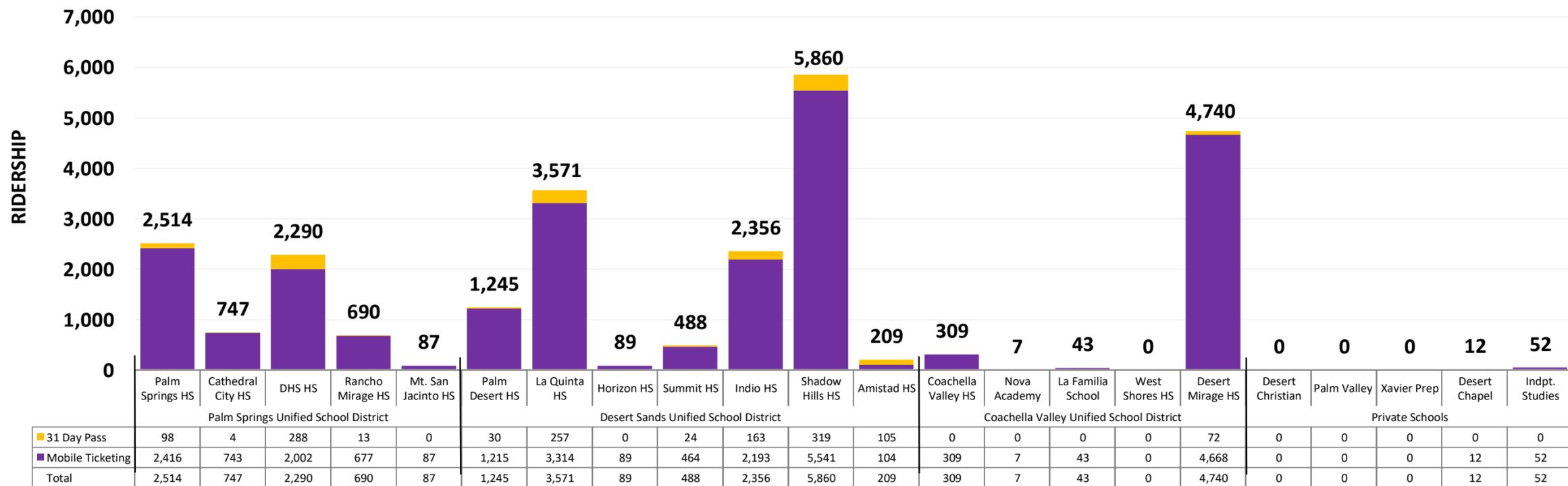
CSUSB contributed 1726 rides from 212 unique users. From that total 1545 rides were used on Route 10, and 181 rides on the fixed route system.

In May 2021, SunLine resumed fare collection.

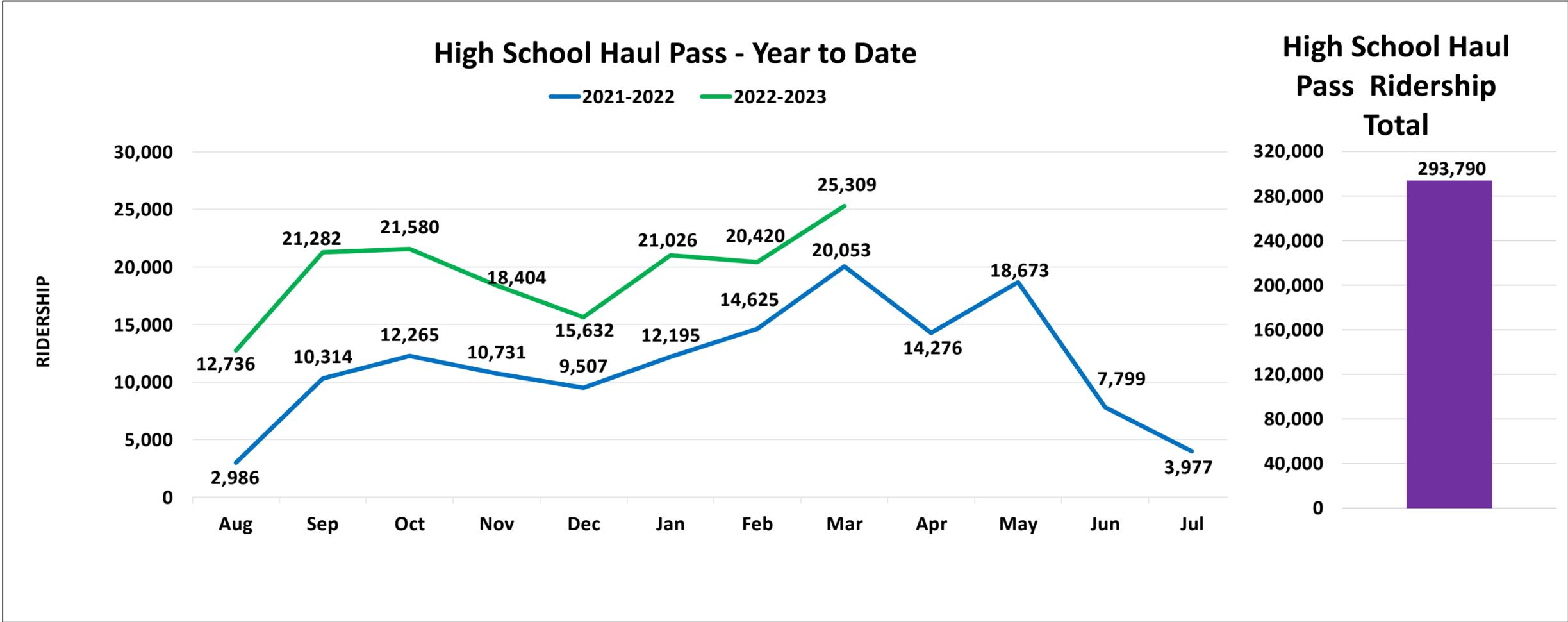
Ridership decreased due to students on Spring Break from March 27 - March 30.

High School Haul Pass - March 2023

■ Mobile Ticketing ■ 31 Day Pass

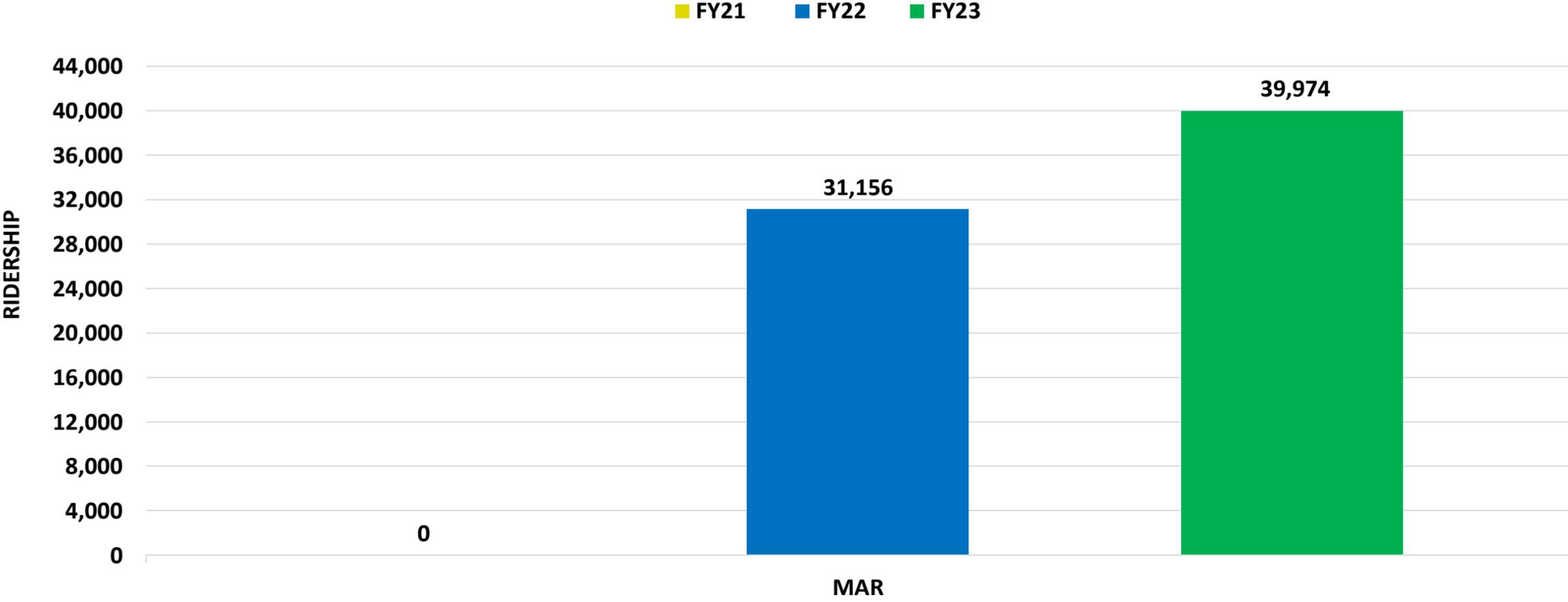


The High School Haul Pass program was introduced in August 2021.
 This chart represents monthly ridership by school for the High School Haul Pass.
 The total active users as of March 2023 are 3,366 using the High School Haul Pass.



The High School Haul Pass program was introduced in August 2021.
 This chart represents monthly ridership comparison for the High School Haul Pass.
 Ridership is at its highest since commencement of the program in August 2021.

Mobile Ticketing Ridership - March 2023



This chart represents all monthly mobile ticketing usage based on the Token Transit app data. The total for March 2023 includes 159 paratransit mobile tickets. A total of 2,215 unique users used mobile ticketing in the month of March 2023. March 2021 has zero (0) ticket usage due to SunLine not collecting fares until May 2021.

SunLine Transit Agency**CONSENT CALENDAR**

DATE: April 26, 2023

RECEIVE & FILETO: Finance/Audit Committee
Board of DirectorsRE: Quarterly Capital Projects Update for 1st Quarter Calendar Year 2023Summary:

The capital projects update summarizes the quarterly status of the large capital projects that are active. For the first quarter of calendar year 2023, there are 19 large projects in progress. During the first quarter, projects had some impacts such as long lead time on vehicle deliveries and equipment accessibility due to the COVID-19 pandemic following similar trends nationwide. Any substantial impacts will be reported to the Board of Directors.

Recommendation:

Receive and file.

QUARTERLY CAPITAL PROJECT UPDATES 1ST QUARTER CALENDAR YEAR 2023

New Projects Update			
Project Title	Brief Description	Current Status	Funding
Refurbishment of 12 CNG Buses	Refurbishment of 12 CNG buses to extend their useful life. This will allow time to obtain zero emission replacement buses.	Notice to Proceed is expected to be released by mid-April. Upon the release of the notification, staff will deliver the first bus for rehab.	\$4,430,850
Purchase Stops/Zones Compressed Natural Gas Truck	Purchase of three (3) support trucks to replace the current vehicles that have met their useful life.	Procurement will release bids in the second quarter of 2023.	\$209,949
Two (2) Micro Transit Vehicles	Purchase two (2) micro transit Chrysler Voyager vehicles that are ADA accessible.	Procurement is processing the Purchase Requisition.	\$155,762
Purchase Administrative Vehicles	Purchase of two (2) Ford Explorers.	Due to inventory shortages, Procurement staff will release bids once hybrid vehicles become available.	\$119,970

Projects Update			
Project Title	Brief Description	Current Status	Funding
Five (5) Hydrogen Buses & On-Site Hydrogen Fueling Station	This project deployed five (5) new 40-foot fuel cell electric buses along with the upgrade of SunLine’s existing hydrogen refueling station with a new electrolyzer.	All five (5) buses and fueling station are in service. The fueling station is being used by staff to fuel SunLine’s fleet. The project team is working to finalize an amendment that will clarify the timeline for the site acceptance test, warranty period, and allocation of funds.	\$15,571,561

QUARTERLY CAPITAL PROJECT UPDATES 1ST QUARTER CALENDAR YEAR 2023

Project Title	Brief Description	Current Status	Funding
Purchase Five (5) New Flyer Fuel Cell Buses (SCAQMD Airshed Project)	This project is for the purchase of five (5) 40-foot fuel cell fixed route buses that will replace CNG buses.	Project team is working with the funder to add one (1) additional bus at no cost to SunLine. Staff is working on the data collection phase for the five (5) buses that are in service.	\$6,794,635
Liquid Hydrogen Station Project	The new liquid hydrogen station will include liquid storage, compression equipment, gaseous storage and dispensing, providing both additional capacity and resiliency for the existing fueling infrastructure. The new station will be capable of dispensing fuel at 350 and 700 bar.	In coordination with technical support consultant and contractor, the project team is reviewing and developing the engineering drawings.	\$5,161,250
Center of Excellence Facility	This project is for the construction of a facility to serve as a training center and maintenance bay for the zero emission vehicles.	The Procurement team is in process of securing bids for the project.	\$3,097,654
Land Acquisition	Land acquisition of approximately 5.87 acres, located north of SunLine's Division I in Thousand Palms. This property will position the Agency to provide improved operational choices for its customers and support the Agency's zero emission technology expansion.	Escrow closed. Project team is working on closing the project.	\$2,100,000
Coachella Hub	This project is in conjunction with a grant awarded to SunLine as part of the Affordable Housing Sustainability Community Grant. SunLine, along with the City of Coachella, will construct sustainable transportation infrastructure to provide transportation related amenities.	Bids were released during the first quarter of 2023 and staff will review bids in April of 2023.	\$1,813,500

QUARTERLY CAPITAL PROJECT UPDATES 1ST QUARTER CALENDAR YEAR 2023

Project Title	Brief Description	Current Status	Funding
Radio Replacement for Fixed Route Buses - Phase I	This project will allow the replacement of the current radio system from analog to cellular services that will improve the day-to-day operational communications of SunLine's Transportation department.	The technical consultant is working on revising the scope of work. Upon the completion of the scope of work, staff will begin to work on bidding documents and are expected to be released in the second quarter of 2023.	\$997,500
Purchase of MCI Commuter Bus	This project will allow the purchase of one (1) additional MCI bus to meet the needs of the Agency.	The vehicle has been delivered and is in service. The project team will begin to close this project once the barrier door has been installed. Installation is expected to be completed the end of April 2023.	\$950,000
SoCalGas/Hydrogen Demonstration Project	SunLine, in partnership with the Southern California Gas Company, will install, test, monitor, and demonstrate a Steam Methane Reformer (SMR) in various operating conditions at SunLine's Thousand Palms facility.	Commissioning phase and equipment integration is anticipated to be completed in the second quarter of 2023.	\$600,000
Fleet Management Information System (FMIS)	Purchase asset management tool for the Maintenance Department.	Agreement for the software has been executed. Kick-off meeting was held and team is working with vendor to launch the software.	\$499,487
Operations Facility IT Equipment	The project focuses on the purchase of information technology equipment such as servers, switches and battery backup systems for the new Operations Facility.	Information technology equipment has been delivered and installed. Final project closeout documentation is in progress.	\$230,291

QUARTERLY CAPITAL PROJECT UPDATES 1ST QUARTER CALENDAR YEAR 2023

Project Title	Brief Description	Current Status	Funding
Purchase of Five (5) Replacement Zero Emission Relief Cars	This project will allow the purchase of five (5) replacement Chevy Bolt 2022 cars and charging infrastructure.	All five (5) vehicles have been delivered and four (4) are in service. The remaining vehicle is being equipped for road supervisor use and is expected to be in service by mid-April of 2023.	\$224,187
Purchase Shop Service CNG Vehicle	This project is for the purchase of a shop service vehicle to support the Maintenance and Transportation departments.	Project team is working on executing the agreement with the vendor. Due to the lead time in manufacturing and CNG upfit, the vehicle is expected to be delivered by the end of the fourth quarter of 2023.	\$159,400
Surveillance Camera Addition and Replacement	This project will allow the procurement and installation of new surveillance cameras to be installed at SunLine's Thousand Palms and Indio facilities.	Staff is working on the development of the scope of work. Upon completion, Procurement team will issue an invitation for bids in the second quarter of 2023.	\$109,582
H2Ride	This project will support the make ready costs for the demonstration of four (4) 22-foot hydrogen fuel cell vehicles.	Technical training was completed by staff. All four (4) vehicles are expected to be delivered during the second quarter of 2023.	\$99,000

SunLine Transit Agency

CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Finance/Audit Committee
Board of Directors

RE: Board Member Attendance for March 2023

Summary:

The attached report summarizes the Board of Directors' attendance for fiscal year to date March 2023.

Recommendation:

Receive and file.

FY 22/23	Board Member Matrix Attendance													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total Meetings	Total Attended
Desert Hot Springs	X		X	X		X	X	X	X				10	7
Palm Desert	X		X	X		X	X	X	X				10	7
Palm Springs	X		X	X			X	X	X				10	6
Cathedral City	X		X	X		X	X	X	X				10	7
Rancho Mirage	X		X			X	X	X	X				10	6
Indian Wells	X		X	X			X	X	X				10	6
La Quinta	X		X	X		X	X	X	X				10	7
Indio	X		X	X		X	X	X	X				10	7
Coachella	X			X		X	X	X	X				10	6
County of Riverside	X		X	X		X	X	X					10	6

X - ATTENDED (Primary/Alternate)

DARK -

SunLine Services Group

CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Taxi Committee
Board of Directors

RE: Checks \$1,000 and Over Report for February 2023

Summary:

This report lists all of the checks processed at the Agency with a value of over \$1,000 for a given month.

Recommendation:

Receive and file.

**SunLine Regulatory Administration
Checks \$1,000 and Over
February 2023**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
SUNLINE TRANSIT AGENCY	Overhead Allocations Jan 2023	91153	02/09/2023	2,461.67
SUNLINE TRANSIT AGENCY	Overhead Allocations Feb 2023	91157	02/16/2023	2,461.67
SUNLINE TRANSIT AGENCY	Payroll Liabilities 02/17/2023	91160	02/23/2023	2,255.44
SUNLINE TRANSIT AGENCY	Payroll Liabilities 02/03/2023	91156	02/16/2023	2,160.44
Total Checks Over \$1,000	\$9,339.22			
Total Checks Under \$1,000	\$1,289.65			
Total Checks	\$10,628.87			

SunLine Services Group**CONSENT CALENDAR**

DATE: April 26, 2023

RECEIVE & FILETO: Taxi Committee
Board of Directors

RE: Monthly Budget Variance Report for February 2023

Summary:

The budget variance report compares revenues and expenses to the respective line item budgets. The report identifies current monthly revenues and expenses as well as fiscal year to date (FYTD) values. The budgetary figures are represented as a straight line budget. Accordingly, the current monthly budget values are calculated by taking 1/12th of the annual budget. The FYTD budget values for the month of February 2023 are equal to 8/12^{ths} of the yearly budget.

Year to Date Summary

- As of February 28, 2023, the organization's revenues are \$18,046 or 14.46% above the FYTD budget.
- As of February 28, 2023, expenditures are \$27,653 or 22.16% below the FYTD budget.
- The net FYTD operating gain (loss) after expenses is \$45,699.

Recommendation:

Receive and file.

SunLine Regulatory Administration
Budget Variance Report
February 2023

Description	FY23 Total Budget	Current Month			Year to Date			
		Actual	Budget	Positive (Negative)	FYTD Actual	FY23 FYTD Budget	Positive (Negative)	Percentage Remaining
Revenues:								
Revenue Fines	1,500	1,000	125	875	4,375	1,000	3,375	-191.7%
New Driver Permit Revenue	750	-	63	(63)	1,275	500	775	-70.0%
Taxi Business Permit	96,000	6,875	8,000	(1,125)	68,422	64,000	4,422	28.7%
Driver Transfer Revenue	250	-	21	(21)	125	167	(42)	50.0%
Driver Renewal Revenue	1,500	175	125	50	1,525	1,000	525	-1.7%
Driver Permit Reinstatement/Replacement	50	-	4	(4)	-	33	(33)	100.0%
Vehicle Permit Revenue	85,000	6,558	7,083	(525)	67,124	56,667	10,457	21.0%
Other Revenue	650	-	54	(54)	-	433	(433)	100.0%
Operator Application Fee	1,500	-	125	(125)	-	1,000	(1,000)	100.0%
Total Revenue	187,200	14,608	15,600	(992)	142,846	124,800	18,046	14.5%
Expenses:								
Salaries and Wages	89,364	5,188	7,447	2,259	35,677	59,576	23,899	60.1%
Fringe Benefits	32,076	3,062	2,673	(389)	13,453	21,384	7,931	58.1%
Services	27,015	340	2,251	1,911	22,457	18,010	(4,447)	16.9%
Supplies and Materials	4,193	4,788	349	(4,438)	16,792	2,795	(13,997)	-300.5%
Utilities	22,138	469	1,845	1,376	3,748	14,759	11,011	83.1%
Casualty and Liability	5,589	466	466	-	3,726	3,726	-	33.3%
Taxes and Fees	100	-	8	8	-	67	67	100.0%
Miscellaneous	6,725	67	560	494	1,294	4,483	3,189	80.8%
Total Expenses	187,200	14,378	15,600	1,222	97,147	124,800	27,653	22.2%
Total Operating Surplus (Deficit)	\$ -	\$ 230			\$ 45,699			

Budget Variance Analysis - SunLine Regulatory Administration

Revenue

- The positive variance in revenue is largely due to an increase in Vehicle Permit Revenue.
- The negative variance in taxi trips is largely due to the seasonal decline during the summer months and the visitors who were still unable to go home last year due to COVID-19 restrictions who have since returned home.
- As of FYTD23, there is a decrease of 14,729 taxi trips compared to FYTD22.

Taxi Trips

	FY22-February	FY23-February	Variance	%Δ
Trips	14,202	11,716	(2,486)	-17.5%

Taxi Trips

	FYTD-FY22	FYTD-FY23	Variance	%Δ
Trips	94,604	79,875	(14,729)	-15.6%

Salaries and Wages

- The favorable amount in salary and wage expenses is attributed to a vacant position.

Fringe Benefits

- The favorable amount in fringe benefit expenses is attributed to a vacant position.

Services

- The unfavorable variance in services is due to temporary help.

Supplies and Materials

- The unfavorable variance in supplies and materials is due to the cost of CNG fuel related to higher than anticipated use of CNG vehicle.

Utilities

- Utility expenses are within an acceptable range of the budget.

Casualty and Liability

- Casualty and liability expenses are within an acceptable range of the budget.

Taxes and Fees

- The favorable variance in taxes and fees is due to timing of expenses.

Miscellaneous

- The favorable variance in miscellaneous is due to timing of expenses for training which have not yet occurred.

SunLine Services Group
CONSENT CALENDAR

DATE: April 26, 2023

RECEIVE & FILE

TO: Taxi Committee
Board of Directors

RE: Taxi Trip Data – March 2023

Summary:

The attached chart summarizes the total number of taxi trips generated in the Coachella Valley for the previous three (3) month period and total taxi trips for the current fiscal year to date (FYTD) compared to the last two (2) fiscal years.

For the month of March, there were 1,780 fewer taxi trips in March 2023 serviced by four (4) more cabs compared to March 2022 (73 cabs in 2023 compared to 69 cabs in 2022).

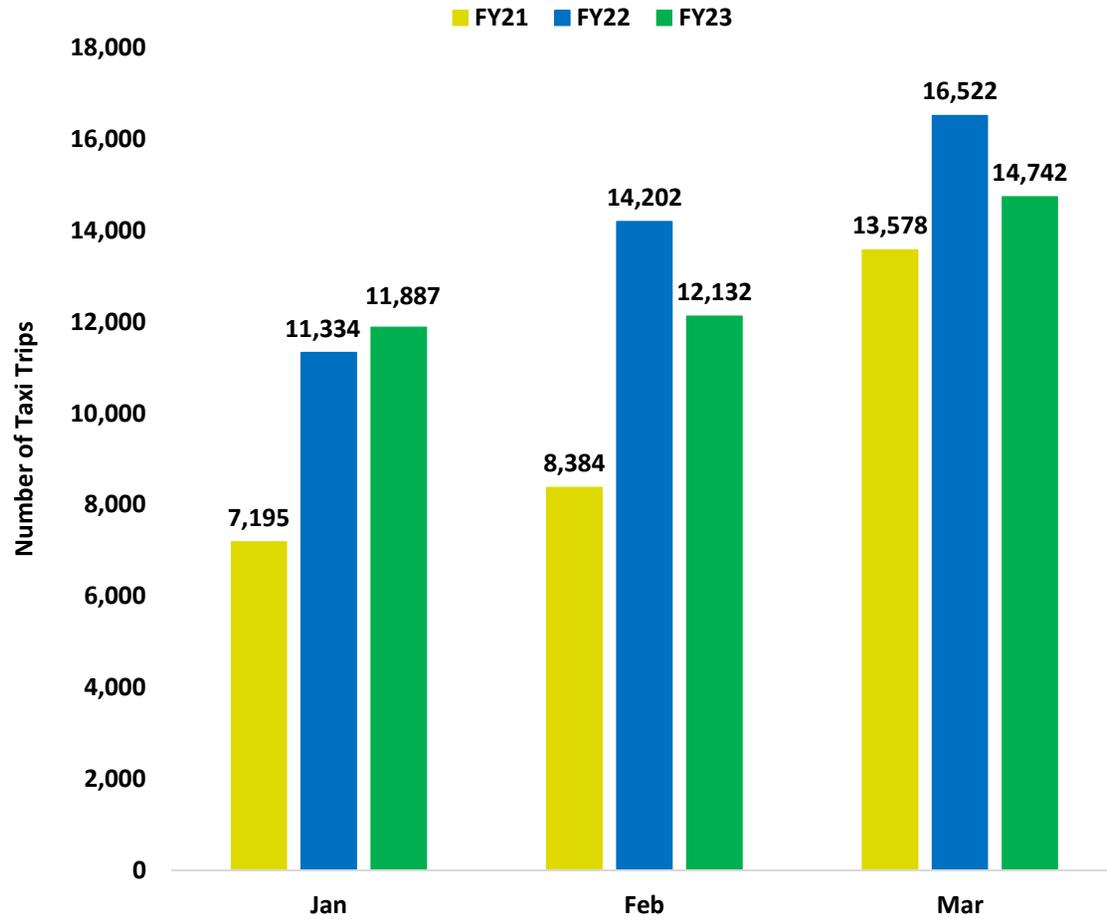
The decrease in trips for March 2023 is attributed to increased seasonal visitors in 2022.

There were 16,093 fewer taxi trips for FYTD23 compared to FYTD22.

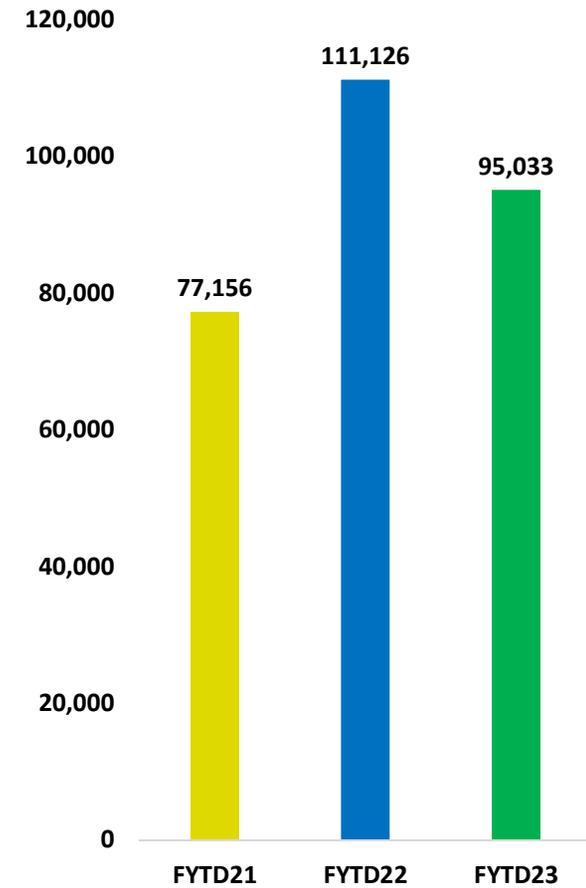
Recommendation:

Receive and file.

Taxi Trip Three (3) Month Comparison as of March 2023



FYTD No. of Taxi Trips



This chart compares the three (3) most recent months and measures the total number of taxi trips taken year to date for FY21, FY22 and FY23.

SunLine Transit Agency

DATE: April 26, 2023 **ACTION**

TO: Finance/Audit Committee
Board of Directors

FROM: Luis Garcia, Controller/Assistant Chief Financial Officer

RE: Resolution No. 0803 to Obtain Low Carbon Transit Operations
Program Funding

Recommendation

Recommend that the Board of Directors approve Resolution No. 0803, which grants authorization to the Interim CEO/General Manager to execute the certifications and assurances, Authorized Agent Form, and required documentation to obtain the Low Carbon Transit Operations Program (LCTOP) FY 2022-2023 funding.

Background

SunLine's various funding agencies require a resolution from the Board of Directors authorizing the Interim CEO/General Manager to act on behalf of the Agency in completing the necessary paperwork to obtain program funds.

The State Legislature approved SB 862, which establishes long-term funding programs from the Greenhouse Gas Reduction Fund for Transit, Affordable Housing, and Sustainable Communities Program. Five percent of these funds are appropriated by the State Controller and administered by Caltrans to the LCTOP. The LCTOP provides funding allocations based on criteria included in the Public Utilities Code, which are based on population and farebox revenue. SunLine will be submitting for an appropriated funding award of \$1,300,000, which can be utilized to reduce greenhouse gas emissions and improve mobility with a priority on serving disadvantaged communities.

The award will be utilized to allow the Agency to continue the current Haul Pass program which funds free public transportation for local high school students in the Coachella Valley. This additional funding will allow time for the SunLine team to work with local cities and schools to create a long-term plan so the program can become self-sustaining and provide this beneficial service to the community in the future.

Financial Impact

The total financial impact of \$1,300,000 will provide funding for the Agency's Haul Pass program for an estimated three (3) years. The funding will be budgeted in the Agency's F24 budget and will continue to be programmed on a yearly basis.

Attachment:

- [Item 10a](#) – Resolution No. 0803

RESOLUTION NO. 0803

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES, AUTHORIZED AGENT FORM
AND REQUIRED DOCUMENTATION FOR THE
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE
HAUL PASS PROJECT FOR \$1,300,000**

WHEREAS, the SunLine Transit Agency is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the SunLine Transit Agency wishes to delegate authorization to execute these documents and any amendments thereto to the Interim CEO/General Manager; and

WHEREAS, the SunLine Transit Agency wishes to implement the following LCTOP projects listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SunLine Transit Agency that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Interim CEO/General Manager be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of SunLine Transit Agency that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY2022-2023 LCTOP funds:

Project Name: Haul Pass
Amount of LCTOP funds requested: \$1,300,000
Short description of project: This project will fund public transportation for local high school students in the Coachella Valley.

ADOPTED THIS 26th DAY OF APRIL, 2023

ATTEST:

Edith Hernandez
Clerk of the Board
SunLine Transit Agency

Glenn Miller
Chairperson of the Board
SunLine Transit Agency

APPROVED AS TO FORM:

General Counsel
Eric Vail

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
SUNLINE TRANSIT AGENCY)

I, Edith Hernandez, Clerk of the Board of Directors of SunLine Transit Agency, do hereby certify that Resolution No. _____ was adopted at a regular meeting of the Board of Directors held on the 26th day of April, 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

EDITH HERNANDEZ
CLERK OF THE BOARD

SunLine Transit Agency

DATE: April 26, 2023 **ACTION**

TO: Finance/Audit Committee
Board of Directors

FROM: Luis Garcia, Controller/Assistant Chief Financial Officer

RE: Payroll Services

Recommendation

Recommend that the Board of Directors delegate authority to the Interim CEO/General Manager to negotiate and execute a five (5) year contract including five (5) one-year options with ADP for the purchase and implementation of payroll services, for a total cost not to exceed \$1,101,320, upon approval as to form by General Counsel.

Background

Staff requires the services of a firm to provide and implement payroll services for the Agency. This project requires a firm experienced in payroll services implementation and with proven abilities to carry out this project. SunLine has historically completed all payroll related activities in-house. With the addition of external payroll services, the Agency will be able to reduce staff costs, improve efficiency and provide improved employee services and information.

On January 3, 2023, staff issued Request for Proposals (RFP) 23-047. The RFP was advertised in a newspaper of general circulation and a notice was posted on the Agency's website along with a copy of the RFP document. On February 7, 2023 six (6) proposals were received. Out of the six (6) proposals received, three (3) firms were invited to interviews and software product demonstrations. The firms gave demonstrations that highlighted how each firm would accomplish the migration and demonstrate key benefits of their proposed software. After the demonstrations, the three (3) firms were invited to submit a Best and Final Offer (BAFO) price.

An evaluation committee representing staff from Maintenance, Human Resources, Information Technology, Operations, and Finance departments evaluated the proposals and software offerings in accordance with the criteria listed in the RFP. Upon completion of the review, it was determined that ADP represented the best value for the Agency. The costs in their proposal reflected the analysis of the current software, identifying current business processes, new software implementation, training and configuration to produce the best practices in the industry.

Financial Impact

The financial impact of \$1,101,320 will be funded via operating expenses in FY24 and beyond.

Attachment:

- [Item 11a](#) – Price Analysis
- [Item 11b](#) – Solicitation List



PRICE ANALYSIS

	ADP 2023 BAFO	Ceridian 2023 BAFO	22nd Century 2023 BAFO
Year 1 with Implementation	\$ 108,197.00	\$ 270,265.00	\$ 130,984.00
Average for Years 2 - 10	\$ 110,347.00	\$ 117,340.00	\$ 105,984.00
		Difference	Delta
Difference between ADP & 22nd Century 2023 BAFO proposals		\$ (22,787.00)	-21.06%
Difference between ADP & Ceridian 2023 BAFO proposals		\$ (162,068.00)	-149.79%

There was adequate price competition since six (6) bidders independently contended for the contract that is to be awarded. From the six (6) proposals, three (3) companies were within competitive range and requested to interview and provide demonstrations. Best and Final Offers were requested from all three (3) vendors that provided demonstrations. Award to ADP is based on the highest evaluated proposal score for the evaluation criteria elements; Firm & Engagement Team Experience, Cost, Work Plan Strategy and Communication Plan as well as the lowest initial contract award.

Based upon the results of the evaluation criteria as well as the above pricing information, it is determined that the price submitted ADP by is considered fair and reasonable and represents the best value to the Agency.

Sara Parrish, Contract Administrator
17-Apr-23

Payroll Services Solicitation List – 23-047

ADP
Jessica Kinder
One ADP Blvd.
Roseland, NJ 07068
Jessica.kinder@adp.com

22nd Century Technologies, Inc.
Pradeep Singh
8251 Greensboro Dr., Suite 900
McLean, VA 22102
pradeeps@tscti.com

Bay Area Techies, LLC
3486 Moraga Blvd
Layfayette, CA 94549
johnny@ba-techies.com

LanceSoft Inc
Prashant Arni
trishlar@lancesoft.com

Deltek
2291 Wood Oak Dr
Herndon, VA 20171
sourcemanagement@deltek.com

Tesseon
Erika Warner
ewarner@tesseon.com

GSA Payroll Services
2300 Main Street
Kansas City, MO 64108
KC-Payroll.finance@gsa.gov

Insight Accounting Solutions
4439 Reading Rd
Cincinnati, OH 45229
fjones@insightaccountingpros.com

SurePayroll
877-954-7873
carol.sheehan@surepayroll.com
Jorge.lopez@surepayroll.com

Maerly
2659 Townsgate Rd
Westlake Village, CA 91361
maria.staudenbaur@maerly.com

Paycor
Sandra Nguyen
714-251-4936
snguyen@paycor.com

OnePayHr - No Bid
9237 E. Via de Ventura Dr.
Scottsdale, AZ 85259
steve@onepayhr.com

Paylocity
Stacey Frederiksen
760-403-2517
sfrederiksen@paylocity.com

Paychex
Chris Muller
Samatha Jean
585-338-4346
cmuller@paychex.com
skjean@paychex.com

Ceridian Services, LLC
Veronica Stone
3311 E. Old Shakopee Rd
Minneapolis, MN 55425
Veronica.stone@ceridian.com

SunLine Transit Agency

DATE: April 26, 2023 **ACTION**

TO: Finance/Audit Committee
Board of Directors

FROM: Vanessa Mora, Chief Safety Officer

RE: Enhanced Security Guard Services

Recommendation

Staff recommends that the Board of Directors delegate authority to the Interim CEO/General Manager to directly negotiate and execute an amendment to the contract with TruGuard Security. The amendment will provide 24/7 enhanced security services, as needed, through December 2023, in the amount not to exceed \$317,005 upon approval as to form by General Counsel.

Background

In July 2022, under the CEO/General Managers authority, SunLine executed a contract with TruGuard Security to provide enhanced security services for the Thousand Palms campus. This request consisted of providing two (2) armed guards for 12 hours per day. The first posted at the public entrance vehicle gate on the north side of the property and the second at the bus gate on the south end of the campus.

With recent social media threats to the Agency, Agency Personnel, and Board Members, SunLine Transit Agency has taken swift action to increase its security measures at Thousand Palms and Indio campuses by implementing additional enhanced security services. Thousand Palms will be covered for 24 hours per day, seven (7) days a week. Indio will be covered nine (9) hours a day, five (5) days a week.

Financial Impact

The financial impact of \$317,005 will be incurred in the FY23 and FY24 operating budgets. Of the total financial impact, \$81,575 will be paid for from the FY2023 operating budget with the remaining amount of \$235,430 being programmed into the FY2024 operating budget. The \$317,005 financial impact of the agreement represents a \$171,128 increase over previous security services.

SunLine Transit Agency

DATE: April 26, 2023 **ACTION**

TO: Board Operations Committee
Board of Directors

FROM: Tamara Miles, Chief of Human Relations

RE: Employee Handbook

Recommendation

Recommend that the Board of Directors approve the suggested modification to the Employee Handbook.

Background

Staff and legal have provided a revision to Section 7: Separation in the Employee Handbook, which guides SunLine personnel regarding their conduct as employees of SunLine Transit Agency.

The modification incorporates the language from the California State Labor law for SunLine to have consistency between the state law and the Employee Handbook.

Financial Impact

There is no financial impact.

Attachment:

- [Item 13a](#) – Redlined Copy of Employee Handbook
- [Item 13b](#) – Employee Handbook (Redlined Changes Accepted)



"Today's Transit for Tomorrow's World"

Employee Handbook

~~May 2016~~ April 2023

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WELCOME TO SUNLINE TRANSIT AGENCY

Dear Employee:

We are glad you are part of the SunLine Transit Agency (“STA”) team. You are an important member of a team effort. We hope that you will find your position with STA rewarding, challenging and productive. Our Agency Vision, Mission Statement, Goals and Values are listed below.

Our Vision

SunLine Transit Agency is the regional transportation mode of choice.

Our Mission

To provide safe and environmentally conscious public transportation services and alternative fuel solutions to meet the mobility needs of the Coachella Valley.

Our Goals

1. To provide dynamic organizational leadership and change consistent with the growth of the Transit Agency.
2. To continue the advancement of innovative transportation and alternative fuel technologies.
3. To provide leadership for the region’s mobility needs.
4. To provide high quality transportation services that are safe, efficient and effective.

Our Values

1. **Respect**. We value and acknowledge that all people deserve to be treated with dignity and respect.
2. **Diversity**. We are committed to the appreciation and acceptance of the rich diversity of our employees and customers.
3. **Teamwork**. We value cooperative and collaborative efforts and opportunities to achieve success.
4. **Integrity**. We are committed to the credibility, reliability and conformance to the highest standards of ethical conduct.
5. **Accountability**. We are committed to be responsive and responsible in conducting the Agency’s business.

6. **Professionalism**. We adhere to the highest level of professional conduct in the performance of our duties.
7. **Safety & Health**. We value maintaining a safe and healthy workforce and environment.

MESSAGE FROM THE CEO/GENERAL MANAGER

Welcome to SunLine Transit Agency (“STA” or “Agency”). We are excited that you have decided to join our Agency. STA is charged with providing safe and environmentally conscious public transportation services, as well as alternative fuel solutions to meet the mobility needs of the Coachella Valley.

The Employee Handbook has been developed to provide you with a comprehensive summary of the working conditions and benefits available to you as a STA employee. It also details the protocol and responsibilities that you and STA must abide by. Please become familiar with the information contained in the Handbook. Bring any questions or concerns you may have to your immediate supervisor or the Human Resources Department.

This Handbook will be updated periodically, and you will be provided with revised copies as they become available. STA management reserves the right to modify, add or delete any section of this Handbook at any time. The modification, addition or deletion of any information contained in this Handbook will not void any other section.

STA strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they meet our transit service and their career goals. STA values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and STA can succeed.

We are happy to welcome you to the STA team!

Lauren Skiver
CEO/General Manager

INTRODUCTION

This Employee Handbook is designed to help employees get acquainted with STA. It describes some of our goals, values and the basic terms and conditions of employment with STA. Employees are expected to read this Employee Handbook carefully, and to know and understand its contents.

STA reserves the right to make changes to this Employee Handbook and to any employment policy, practice, procedure, guideline, rule, instruction, benefit or standard of operation at any time without prior notice. Employees are responsible for knowing about and understanding changes once they have been published. STA also reserves the right to interpret the provisions of this Employee Handbook. For this reason, employees should check with the Human Resources Department to obtain information regarding specific employment guidelines, practices, policies or procedures. This Employee Handbook is not intended to be an exhaustive compilation of STA's employment policies, practices, procedures, guidelines, rules, instructions, benefits or standards of operation.

Because employment at STA is "at-will", employees should not interpret anything in this Employee Handbook as creating a contract or guarantee of continued employment. Bargaining unit employees should refer to the Memorandum of Understanding (MOU) for additional information.

This Employee Handbook is the property of STA and is intended for the personal use and reference by employees of STA.

This Handbook replaces all earlier Employee Handbooks and supersedes all prior inconsistent policies, practices or procedures.

Employees shall sign the acknowledgement form at the back of this Employee Handbook and return it to the Human Resources Department. This will provide STA with a record that each employee has received and read this Employee Handbook.

SECTION 1: GENERAL

GLOSSARY

ACTIVE STATUS shall mean an employee receiving compensation (regular pay, sick leave pay, vacation pay, etc.) through STA payroll. INACTIVE STATUS shall mean an employee on a leave of absence or other interruption of service (including leave for a work-related injury/illness), who is not receiving compensation through STA payroll.

BOARD shall mean Board of Directors of SunLine Transit Agency.

CONTINUOUS SERVICE AND CONTINUOUS EMPLOYMENT shall mean ongoing employment in a regular position with a continuing payroll status, without interruption except for authorized leave of absence without pay.

FULL-TIME EMPLOYEE shall mean a person in a full-time regular position. Full-time employees shall work a minimum of 32 hours or more per week and are eligible for all Agency benefits.

PART-TIME EMPLOYEE shall mean a person in a part-time regular position. Part-time employees are not guaranteed a minimum number of work hours per week and have limited Agency benefit eligibility.

EXEMPT EMPLOYEE is defined as an employee who is exempt from California Labor Laws and Wage Orders from the California Industrial Welfare Commission, as well as the Fair Labor Standards Act which sets forth the minimum wage and overtime laws for employees compensated on an hourly basis. Exempt employees are paid on a salary basis and are not entitled to earn overtime.

NON-EXEMPT EMPLOYEE is defined as an employee who is not exempt from California Labor Laws and Wage Orders from the California Industrial Welfare Commission, as well as the Fair Labor Standards Act, which is paid on an hourly basis and is therefore entitled to earn overtime for all hours worked in excess of 8 in one day and 40 in one workweek.

TEMPORARY EMPLOYEE is defined as an employee working on a specific program with stated beginning and end dates. Temporary employee may not work any longer than six (6) months or 1,000 hours, whichever occurs first. If the employee's specific program is to extend beyond the specified months or hours, the position may be considered in the next budget cycle.

INTERIM OR ACTING EMPLOYEE is an appointment made or approved by the CEO/General Manager while STA recruits to fill a vacant position. The position may not work beyond six (6) months or 1,000 hours, whichever occurs first.

INTRODUCTORY PERIOD shall mean a trial period of time in which a new or promoted employee must demonstrate the ability, interest, skill and attitude required to effectively meet the requirements of the position. During the introductory period, an employee shall not be entitled to utilize the grievance procedure.

RANGE shall mean the minimum and maximum of salary rates for a particular position.

PURPOSE AND DESIGNATION OF AUTHORITY

In order to establish an equitable and uniform plan for addressing personnel matters, to attract and retain the best and most competent employees available, and to assure selection, promotion and compensation of employees based on merit and qualifications, the Human Resource Procedures are adopted for all employee classifications not otherwise included in a memorandum of understanding (MOU) or other similar agreement with a recognized employee representative organization, except as otherwise noted.

In order to retain necessary flexibility in the administration of policies and procedures, STA reserves the right to change or revise policies, procedures and benefits described in this document, other than the employment-at-will provisions, without notice whenever STA determines that such action is warranted.

Designation of Authority

The CEO/General Manager is responsible for the implementation and administration of all Board approved SunLine Transit Agency (STA) policies and procedures.

The CEO/General Manager, or his/her designee, shall ensure that Agency Policies and Procedures are administered to provide an effective organizational structure staffed with qualified employees receiving equitable treatment and advancement opportunities.

The CEO/General Manager, or his/her designee, shall ensure that the functions of personnel administration are developed and maintained in the best interests of STA and its employees.

Except as otherwise noted, the CEO/General Manager shall have final authority on interpretation and administration of all Agency Policies and Procedures as established by the Board.

AFFIRMATIVE ACTION /EQUAL EMPLOYEE OPPORTUNITY

SunLine Transit Agency is an Equal Employment Opportunity/Affirmative Action employer and is committed to a policy of equal employment opportunity for applicants and employees. As an equal opportunity employer, decisions made concerning employment with SunLine Transit Agency will not be based on race, sex, color, ancestry, national origin, alienage, gender, sexual orientation, religion, creed, age, marital status, family status, pregnancy, military status, veteran status, medical condition, disability, genetic information or any other legally protected status. Employment decisions will comply with all laws prohibiting discrimination. SunLine's employment practices seek to place employees in the job that best suits their abilities, interests, and skills, as well as SunLine's needs.

It shall be the policy of STA to hire the most qualified people to perform the various tasks necessary in providing an attractive and efficient transportation system at reasonable costs. An integral part of this policy is to provide equal opportunity to all applicants for

employment and to administer all personnel practices such as recruitment, hiring, training, promotions, and other terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, age, religion, sex, national origin, physical or mental disability, medical condition, sexual orientation, marital status, ancestry or genetic information, amnesty or veteran status.

It shall also be the policy of STA to take affirmative steps to recruit and hire the best qualified candidates from those classes of applicants who have been historically underrepresented in employment within the transit industry, to the extent required or permitted by applicable law.

HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION

In keeping with our commitment to provide a work environment that is free of discrimination, SunLine strictly prohibits and will not tolerate harassment, discrimination, or retaliation in any form, including sexual harassment and harassment based on any other protected characteristic, as set forth in this policy. Verbal, physical and visual conduct that creates an intimidating, offensive or hostile working environment or that unreasonably interferes with job performance is also considered harassment.

This policy applies to all employees of STA, as well as paid and unpaid interns, and volunteers. In accordance with state and federal law, STA prohibits all persons, including supervisors and managers, co-workers, and third parties from engaging in unlawful conduct against STA employees.

Employees who believe they have been the subject of harassment, discrimination, or retaliation must notify STA as soon as possible. Please contact STA's EEO Officer with complaints.

Employees may instead choose to relay their concern to any supervisor/manager. Any supervisor/manager who receives a complaint of harassment, discrimination, or retaliation must notify the EEO Officer immediately.

All harassment, discrimination, and retaliation complaints will be treated as confidentially as possible and investigated promptly, fairly and thoroughly in accordance with this policy. As set forth in this policy, retaliation against anyone making a complaint of harassment, discrimination, or retaliation, or assisting in the investigation of a complaint is strictly prohibited and will subject the offender to disciplinary action.

Information About Harassment

Sexual harassment is against the law. No manager or supervisor may threaten that an employee's submission to or rejection of sexual advances will influence wages, advancement, or any other term or condition of employment.

Unwelcome visual, verbal, or physical conduct of a sexual nature which creates a hostile, intimidating or offensive work environment is also prohibited.

In addition, harassment is also prohibited when based on an employee's protected class. "Protected class" includes race, color, age, sex, gender (including gender identity and gender expression), religion, national origin, physical or mental disability, medical condition, sexual orientation, marital status, ancestry or genetic information, military or veteran status, or any other class protected by state or federal law. This means that if an STA employee, public official or contractor directs unwelcome conduct toward an employee because of his or her protected class and the conduct has the purpose or effect of creating a hostile work environment for the employee, that individual has engaged in prohibited harassing conduct.

When harassment is reported, STA will take prompt and appropriate remedial action, including disciplinary action against the harasser(s), up to and including termination.

Any employee who feels he/she has been harassed, or who is aware of another employee who has been harassed, should immediately contact our Agency's representative responsible for receiving such complaints. No adverse employment action will be taken against an employee who submits a complaint he/she believes to be valid, or an employee who assists in the investigation of such a complaint--no matter what the outcome of the investigation.

Sexual Harassment Defined By Law

The Equal Employment Opportunity Commission (EEOC) "Guidelines on Discrimination Because of Sex" state:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

Thus, as defined by law, sexual harassment includes unwanted sexual advances, and visual, verbal, or physical conduct of a sexual nature. It includes suggestive remarks, unwanted touching, and pressure for sexual favors.

Conduct occurring off-duty, or outside of the workplace, may still constitute sexual harassment prohibited by this policy. Conduct involving individuals outside STA with whom an employee interacts in the performance of job responsibilities may also constitute a violation of this policy.

There are two types of illegal sexual harassment: quid pro quo and hostile work environment. Quid pro quo (this for that) is harassment that affects any aspect of an employee's terms or conditions of employment; for example, an offer of promotion by a supervisor in exchange for sexual favors. Hostile work environment is sexual harassment that creates a "hostile, intimidating, or offensive environment." A hostile environment can be created by verbal harassment (such as slurs or derogatory comments), physical harassment (such as offensive touching or interference with movement) and visual harassment (such as derogatory drawings and cartoons). Generally, hostile work environment harassment involves more than one incident--unless a single incident consists of outrageous conduct.

Employees who have a question about whether particular conduct is sexual harassment, contact STA's EEO Officer.

Retaliation

Anti-Retaliation Policy: STA prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment; or because of the employee's participation in an employment investigation, proceeding, or hearing. Any retaliatory adverse action because of such opposition or participation is prohibited and will not be tolerated. The procedures for reporting and investigating harassment and discrimination also apply for reporting and investigating retaliation.

1. **Examples of Opposition:** Opposition to perceived harassment or discrimination includes, but is not limited to, threatening to file or filing a harassment and/or discrimination complaint with the Department of Fair Employment and Housing ("DFEH") or court, or complaining or protesting about alleged harassment or discrimination to a supervisor, manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative.

2. **Examples of Participation:** STA will not tolerate retaliation against any individual because he/she has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state harassment or discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. STA also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights.

3. **Examples of Adverse Action:** For purposes of this policy, an adverse action can include, but is not limited to, the following acts, when the act is taken because of the employee's opposition to harassment or discrimination, or because of the employee's participation in an employment investigation, proceeding, or hearing: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

Option for Employees to Attempt to Prevent/Stop Harassment on Their Own

Employees who believe that they are being harassed (either sexually or based on another protected class as defined in this policy), may respond directly to that person regarding behavior that is offensive. Employees may also choose to immediately advise a supervisor/manager of any type of conduct believed to be harassing.

In addition, employees who are not comfortable trying to stop the harassment on their own, or believe that efforts to do so have been unsuccessful, should submit a complaint as explained in the next section.

Where to Submit a Complaint

Employees who believe that they have been the subject of harassment, should contact (by phone, mail, or a visit) STA's representative for complaints or any STA supervisor or manager. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. Supervisors or managers must report any complaints received immediately to the EEO Officer.

Employees also have the option of contacting the California Department of Fair Employment and Housing (DFEH) at <http://www.dfeh.ca>. or the federal Equal Employment Opportunity Commission (EEOC), www.eeoc.gov.

Please note that the failure to use STA's internal complaint procedure may have an adverse effect on any claim under this policy if such claims are litigated.

Investigation of Complaints

1. STA's representative will discuss the complaint with the employee and obtain any additional information needed to investigate.
2. Complaints will be promptly, impartially, and thoroughly investigated by qualified personnel. The investigation will include obtaining information from the accused harasser and anyone who may have been a witness to the harassment. Statements made in the course of the investigation will be kept as confidential as practicable.
3. STA will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.
4. If harassment is found to have taken place, prompt and appropriate corrective action will be taken.
5. STA will follow up with the complainant to ensure that no further harassment takes place.

6. STA will ensure that no employee is subjected to retaliation because he/she made a complaint or participated in an investigation as a complainant, accused, or witness.

CODE OF ETHICS AND BUSINESS CONDUCT

STA is committed to the application of high ethical standards in the conduct of its business and has adopted the following code of ethics.

It is the practice of STA to conduct its business in accordance with applicable laws of the State of California, the United States of America, and in accordance with ethical standards of business conduct. All STA employees shall adhere strictly to these practices.

It is the responsibility of each employee:

- To protect the STA's assets, and those assets of others entrusted to us, including physical properties and confidential information, against loss, theft, and misuse.
- To handle all information accurately, honestly and properly and, where appropriate, confidentially.
- To refrain from giving, accepting or requesting gifts or favors which could improperly influence the recipient.
- To perform assigned tasks in a responsible, reliable and cooperative manner and with a commitment to high levels of productivity and quality.
- To represent STA in a manner which is law abiding and sensitive to the needs and justifiable expectations of the public and of the people we serve -- our passengers, fellow employees, subcontractors, vendors and suppliers, and local and national communities and governments.

No less than the standards set forth above can be accepted. Violations can lead to disciplinary action, dismissal or prosecution.

STANDARDS OF CONDUCT/AT-WILL EMPLOYMENT

STA requires order and discipline to succeed and to promote efficiency, productivity, and cooperation among employees. For this reason, we find it helpful to identify some examples of types of conduct that are not permitted and that may lead to disciplinary action, possibly including immediate discharge. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples.

1. Insubordination, including improper conduct toward a manager/supervisor or refusal to perform tasks assigned by a manager/supervisor in the appropriate manner.

2. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on Agency property, on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by STA.
3. Release of confidential information about STA or its employees.
4. Theft or unauthorized removal or possession of property from the Agency, fellow employees, customers or anyone on STA property.
5. Altering or falsifying any time-keeping record.
6. Absence for more than three (3) consecutive workdays without notice to the manager/supervisor or department chief, unless a reasonable excuse is offered and accepted by STA.
7. Falsifying or making a material omission on an employment application or any other Agency record.
8. Misusing, destroying or damaging STA property, or property belonging to a fellow employee, a customer, or a visitor.
9. Fighting or threatening physical violence on duty or anytime on STA property.
10. Bringing dangerous or unauthorized materials on STA property, such as explosives, firearms or other similar items.
11. Misconduct.
12. Unsatisfactory performance.
13. Violation of the harassment , discrimination, and retaliation prevention policy.
14. Lying, dishonesty, omitting or failing to report information required to be reported.
15. Submitting fraudulent workers' compensation documents.
16. Being convicted of a felony or misdemeanor which demonstrates that the employee may not be fit to perform the duties of his or her position or which reflects negatively on the Agency.

However, since the employment relationship is at-will, an employee may be terminated for any of these reasons or for no reason so long as the reason is not unlawful.

PROGRESSIVE DISCIPLINE

It is the policy of STA to take appropriate disciplinary action when employees are found to have violated STA policies, procedures, work rules, or otherwise conduct themselves in an unprofessional or inappropriate manner.

Appropriate disciplinary action may involve progressive disciplinary measures; or may result in immediate discharge. Discipline may include verbal warning, written warning, suspension, and termination. Nothing in this Employee Handbook changes the at-will nature of the employment relationship. Bargaining unit employees are required to abide by all STA work rules and standards of conduct and are subject to the disciplinary guidelines established in the MOU. No one other than the CEO/General Manager has the right or the authority to enter into any written or verbal agreement for different terms of employment.

While it is impossible to list every type of behavior that may result in disciplinary action, this handbook is an important guide. It communicates the spirit and substance of STA's major commitment, goals, policies, prohibitions and expectations of its employees. STA's policies, procedures and work rules outlined in this Employee Handbook are not all-inclusive and may be changed periodically at the Agency's sole discretion.

SAFETY

Safety and regulatory compliance is management's first consideration when developing and implementing policies, procedures and programs affecting the Agency's operation.

Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. Accordingly, STA emphasizes "safety first" and expects all employees to take steps to promote safety in the workplace.

Parking Lot Safety & Security

- Employees must park in non-visitor and non-carpool (unless authorized) parking spaces.
- Employees shall follow all signs relating to right-of-way and proper direction of travel. Parking lot speed limit is 10 mph.

Reporting Unsafe Conditions

It is the responsibility of every employee to be aware of their surroundings and to report any unsafe or unsecure condition to their supervisor or the Safety Department. STA has established a program through which employees can identify and make suggestions relating to safety issues. All suggestions or issues identified are addressed at the Agency's Safety Committee meetings.

First Aid

STA provides basic first aid supplies for employee use. First aid supplies are located throughout the facility. First aid kits should be visible or a sign should be displayed indicating its location. Any injury, no matter how minor, should be reported to a manager/supervisor immediately.

VIOLENCE IN THE WORKPLACE

STA has a zero tolerance for violence in the workplace. If an employee engages in any violence in the workplace, or threaten violence in the workplace, his/her employment will be terminated immediately. No talk of violence or joking about violence will be tolerated. "Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities (whether seriously or in jest). It is our intent to ensure that everyone associated with this Agency, including employees and customers, never feels threatened by any employee's actions or conduct.

In an effort to fulfill this commitment to a safe work environment for employees, customers, and visitors, STA has established the following rules:

1. Access to the Agency's property is limited to those with a legitimate business interest.
2. All visitors must register with the receptionist.
3. All weapons are banned. STA specifically prohibits the possession of weapons by any person while on Agency property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while performing services off the Agency's business premises. Weapons include guns, knives, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action will be taken against any employee who violates this policy.
4. No talk of violence or joking about violence will be tolerated. "Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities (whether seriously or in jest). It is not a defense to later state that the threat was not serious or was made jokingly.

Reporting Violence

It is everyone's responsibility to prevent violence in the workplace. Employees can help by reporting what they see in the workplace that could indicate that a co-worker is in trouble. Employees are in a better position than management to know what is happening with those they work with.

Employees are encouraged to report any incident that may involve a violation of any of the Agency's policies that are designed to provide a safe workplace environment. Concerns may be presented to an employee's manager/supervisor, or to the Human Resources Department. All reports will be investigated and information will be kept confidential.

DRUG-FREE WORKPLACE

STA has established a drug-free awareness program that informs employees about the dangers of drug abuse in the workplace (through employee meetings, seminars, printed material, etc.), and encourages employees to utilize the Employee Assistance Program (EAP) for alcohol and/or drug abuse and other personal/emotional problems.

Employees must notify STA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. If an employee is convicted of a drug abuse violation, he/she shall be subject to disciplinary action, up to and including termination, and/or the employee will be referred to the EAP for rehabilitation.

Any decision to discipline, discharge or require participation in the EAP will be carried out in conformance with STA's Drug and Alcohol Policy, Policies and Procedures, the Memorandum of Understanding and/or appropriate state and federal laws and regulations.

When an employee is convicted of a drug statute violation occurring within the workplace, STA is required to report the incident to the federal government in accordance with the Drug Free Workplace Statute.

STA prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while on duty, subject to duty, on Agency property or at other transit facilities.

IMMIGRATION LAW COMPLIANCE

STA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship and national origin. In compliance with federal law, each new employee, as a condition of employment, must complete the Employment Eligibility (Form I-9) and present documentation establishing identity and employment eligibility. Former employees who have been rehired must also complete the form if they have not completed an I-9 within the past three years.

LABOR RELATIONS PHILOSOPHY

Specific STA employees and employee classifications are currently represented by the Amalgamated Transit Union (ATU), Local 1277. Employees represented by ATU will be provided a copy of the Memorandum of Understanding (MOU) so they will understand the rights, privileges and membership requirements they must observe with union membership.

No part of this “Employee Handbook” is intended to supersede the MOU. If the MOU does not address a topic, the Employee Handbook will apply, providing guidelines, practices, rules and instruction for Agency administration and standards of operation. Members of ATU Local 1277 should refer to the MOU for additional information.

AMERICANS WITH DISABILITIES ACT (ADA) /FAIR EMPLOYMENT AND HOUSING ACT (FEHA)

To comply with requirements under the ADA/FEHA regarding equal employment opportunities for qualified individuals with a disability, STA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources to discuss the need for an accommodation. STA will engage in an interactive process with the employee to identify possible reasonable accommodations, if any, that will help the applicant or employee perform the job.

An employer is required to make a reasonable accommodation to the known disability of a qualified applicant or employee if it would not impose an "undue hardship" on the operation of the employer's business. Undue hardship is defined as an action requiring significant difficulty or expense when considered in light of factors such as an employer's size, financial resources, and the nature and structure of its operation.

An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

Nothing in this Employee Handbook is intended to conflict with STA’s legal obligation to provide certain reasonable accommodations as required by state and federal laws. Nothing in this policy is intended to prevent or discourage employees from requesting such accommodations.

SECTION 2: EMPLOYMENT

SELECTION OF EMPLOYEES/PERSONAL RELATIONSHIPS IN EMPLOYMENT

To establish the Agency’s policy on selection of employees and personal relationships in employment.

The CEO/General Manager shall be considered the appointing authority for all positions and shall be responsible for approving the development of job descriptions for each position, and for the selection and termination of all employees in accordance with the established Human Resource policies and procedures and STA rules and regulations.

The CEO/General Manager may delegate responsibility as the appointing authority when appropriate.

Nepotism

To prevent the risk of close family relationships adversely affecting job performance or creating a conflict of interest, STA will not employ an immediate family member in a position with responsibility to supervise another immediate family member. Immediate family for the purposes of this policy shall mean individuals who are related to employee by blood, marriage, registered domestic partnership, or adoption including the following relationships: father, father-in-law, mother, mother-in-law, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, son-in-law, daughter-in-law, child, step-children, aunt, uncle, niece, nephew, grandparent or grandchild.

In addition, STA prohibits employees who are married or involved in a personal relationship from being in supervisor-subordinate roles in the workplace. A conflict arises if one employee in the relationship directly supervises, works in a position where an employee verifies monies received by, or has access to confidential records concerning a relative or someone with whom the employee has a close, personal relationship.

For purposes of this policy “directly supervises” includes one or more of the following roles, undertaken on a regular, acting, overtime, or other basis:

- Occupying a position in an employee’s direct line of supervision; or
- Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
- Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, and approval of merit increases, evaluations, and grievance adjustments.

These relationships could lead to claims of favoritism and affect morale. Any supervisory employee involved in these types of relationships should notify his or her manager/supervisor immediately. STA may take any reasonable and appropriate measures to eliminate the conflict, if necessary, based on the best interests of the Agency.

BACKGROUND INVESTIGATIONS

STA performs background investigations to obtain personal, educational and employment background information on a job applicant that could verify information received during the employment hiring process, clarify discrepancies, provide new information, and assist in making an appropriate selection and placement decision.

New Applicants

Background investigations are made prior to the hiring decision. Information received from a background investigation source should be recorded on a separate form and not on an application or resume. Background information is to be treated confidentially.

Background investigations may be conducted by a third party administrator and include, but are not limited to, verification of employment history, social security identification, education (if applicable), credit history (if applicable) and criminal history.

Verification of Current/Past Employment

When employment verification is requested (telephone or written) on a current or past employee of the Agency, only dates of employment, job title, and salary will be given, unless prior written authorization to release any other information is given by the current or former employee.

It is the policy of STA to provide employment verification only for employment references. If any requests for employee references are received, they shall be referred to the Human Resources Department.

Letters of reference on former employees or current employees will be issued by the Human Resources Department on Agency letterhead.

PHYSICAL EXAMINATIONS

As part of the hiring process, and after a conditional offer of employment is made, every candidate selected for designated full-time, part-time, temporary, intern or on-call position by STA may be required to pass a medical examination. To determine whether applicants are capable of performing the essential functions of the position, with or without restrictions.. For those positions requiring heavy lifting, a functional capacity test will also be conducted. All such examination results must be certified by a qualified licensed physician selected by STA. Results of all examinations are strictly confidential. The examination costs shall be paid by STA.

STA shall provide physical examinations to employees who are required, as a condition of employment, to possess a California Commercial Driver's License (Class B).

All safety sensitive pre-employment physicals shall include a drug test/urinalysis.

ORIENTATION PROCEDURES

The Human Resources Department is responsible for developing and implementing an orientation procedure for introducing a new employee to the policies, procedures, facilities and people associated with the individual's employment.

In order to provide an appropriate orientation, the Human Resources Department's orientation will incorporate procedures consistent with the guidelines indicated as follows:

1. An orientation checklist should be used by the Human Resources Department and the supervisor/manager or department chief to provide structure to the orientation subjects covered with the new employee.
 - a. STA's policies and procedures will be covered by the Human Resource Department on a "walk-through" basis highlighting the key benefits and policies established by the Agency.
 - b. Keys, safety and/or other equipment (if applicable) will be issued to the individual by the Human Resources Department, Safety and Security Department, or the supervisor of the individual on the first day of employment.
2. Human Resources, the supervisor/manager or department chief will introduce the individual to other Agency employees and conduct a tour of the facility.
3. Supervisors should establish a format for instructing the new employee in the duties and responsibilities of the position, department procedures and practices, etc.
4. The Human Resources Department will conduct a post-orientation evaluation and contact the employee and the responsible department chief thirty (30) to sixty (60) days after date of hire to determine if they have any questions regarding their position, policies, benefits, etc.

INTRODUCTORY PERIOD

All new, rehired and promoted employees work in an "introductory" status for the first six (6) months after their date of hire/promotion. This "getting acquainted" or "introductory period" gives the manager/supervisor the opportunity to determine the ability with which the employee performs his/her job. It also provides the employee with the opportunity to decide if he/she is satisfied with the position. The employer reserves the right to extend the duration of the introductory period when such an extension is determined appropriate at the employer's sole and absolute discretion.

Upon completion of the introductory period, a performance evaluation will be conducted to ascertain the advisability of continued employment. The employee will be advised in writing if and when the introductory period is satisfactorily completed. Completion of the introductory period is not a guarantee of continued employment. Either the employee or the employer may terminate the employment relationship at-will, at any time, for any reason, during or after the introductory period, either with or without cause or advance notice.

Successful completion of the introductory period is not intended to and/or does not confer upon the employee's permanent rights to his/her position.

Any employee promoted to a new position shall have the option of returning to his/her former position, if available, within this six (6) month period. The date of promotion becomes the anniversary date for the purpose of granting merit increases (if applicable).

PERFORMANCE EVALUATIONS

An employee performance evaluation is a vital link of communication between the manager/supervisor and the employee. It can serve as a guide for discussion and as documentation of the employee's responsibilities, performance and development. Performance evaluations should be conducted at minimum, once a year.

Guidelines:

1. The manager/supervisor will evaluate the employee's performance using the established appraisal guidelines.
2. The manager/supervisor will instruct the employee to complete a self-evaluation form and request that they conduct a self-evaluation.
3. The manager/supervisor will forward the completed evaluation to the department chief for review and approval. Thereafter, the evaluation will be returned to the manager/supervisor to be used, along with the employee's self-evaluation, as a basis for discussion during the appraisal interview.
4. The manager/supervisor or department chief will schedule a mutually convenient appointment with the employee to discuss the evaluation ratings.
5. The employee and manager/supervisor or department chief should discuss each objective and rating and list any objectives or goals that should be accomplished within a certain time frame.
6. The employee's manager/supervisor will provide the employee with a copy of the evaluation.
7. The employee's manager/supervisor will send the original evaluation to the Human Resources Department to be placed in the individual's personnel file.

Note: The CEO/General Manager shall provide approval for all formal performance evaluations rated "extraordinary" by the employee's manager/supervisor.

PERSONNEL RECORDS

General Provisions.

1. STA maintains a personnel file on each employee. The personnel file may include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.
2. Personnel files are the property of STA and shall be maintained by the employer in strict confidence. Access to the information contained therein is restricted, except as permitted by law. Only supervisors and management personnel of STA, or other authorized STA representatives, who have express authorization from Human Resources and a legitimate reason to review information in a file are allowed to do so without being subject to the procedures set forth in this section.
3. As provided by law, letters of reference, recruitment files, and reports regarding ongoing investigations concerning a current or former employee shall be excluded from the provisions of this policy. In addition, names of all non-supervisory employees shall be redacted from records to be provided under this policy.
4. Supervisor/managers and department chiefs must not retain original personnel documents. All original personnel documents must be filed in the employee's personnel file.
5. If a current or former employee files a lawsuit for which his/her personnel records are relevant, his/her right to inspect and receive copies of his/her personnel file, or to authorize another individual to do, so shall cease during the pendency of the lawsuit in the court with original jurisdiction.
6. Employees must immediately report any change of name, address, telephone number, marital status, number of dependents, military classification, beneficiary information, additional education, or other similar personnel-related changes, to the Human Resources Department.

Inspection of a Current or Former Employee's Personnel File.

1. A current or former employee wishing to inspect his/her personnel file must submit a written request to Human Resources, along with reasonable proof of identity, if requested.. A form that may be used for this purpose is available from Human Resources. A current or former employee who seeks to authorize another person to inspect copies of his/her personnel file must provide a satisfactory written authorization in addition to the written request and proof of identity.

2. Human Resources shall issue a written notice setting a date for inspection of the personnel file within thirty calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of STA's policy, or law, involving harassment or workplace violence, STA shall have discretion to mail a copy of the personnel file at STA's expense instead of scheduling an in-person inspection.
3. A current employee may inspect his/her personnel file at the place the employee reports to work, or may instead consent to inspect his/her personnel file at the Human Resources Department without loss of compensation. Inspection by former employees and authorized representatives shall take place at the Human Resources Department unless otherwise mutually agreed in writing by STA, and may require additional reasonable proof of identity.
4. A designated Human Resources representative or other authorized employee must be present throughout the inspection. No personnel files nor contents of personnel files shall be removed from the place of inspection without advance written authorization from the C.E.O./General Manager.

Obtaining Copies of a Current or Former Employee's Personnel File.

1. A current or former employee wishing to obtain copies of documents or other materials in his/her personnel file in person or by mail must submit a written request to Human Resources along with reasonable proof of identity. A current or former employee who seeks to authorize another person to obtain copies of his/her personnel file must provide a satisfactory written authorization along with the written request. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.
2. Human Resources shall issue a written notice setting a date on which the requested copies may be picked up in person during the normal business hours of the Human Resources Department and identifying the cost of reproduction that must be paid to STA at the time of pick up. The date for in-person pick up of the documents shall be no more than thirty calendar days after receipt of the request in Human Resources. With the requesting person's written consent, that date may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of STA policy, or law, involving harassment or workplace violence, Human Resources shall have discretion to mail a copy of the personnel file at the expense of STA instead of scheduling an in-person pick up.
3. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by Human Resources shall also identify the additional actual postage expenses for which the requesting person must reimburse STA prior to receipt of the copies.

Limits on Frequency of Exercise of Rights to Inspect or Receive Copies of Personnel Files:

1. Current employees shall be entitled to exercise rights under this policy to inspect and obtain copies of personnel records at reasonable intervals upon reasonable notice in accordance with this policy.
2. Former employees shall be entitled to exercise rights under this policy to inspect or receive copies of their personnel records once per year.
3. STA shall comply with a maximum of 50 requests per month filed under this policy by one or more representatives of current employees.

Inspection or Copying of Payroll Records.

A current or former employee wishing to inspect or obtain copies of any data related to his/her compensation must submit a written request to Human Resources, along with reasonable proof of identity. Human Resources shall issue a written notice setting a date within twenty-one calendar days of receipt of the request on which the current or former employee may inspect or pick up copies of the payroll records during normal business hours. If the current or former employee has requested copies of payroll records, the written notice from Human Resources shall also identify the cost of reproduction that must be paid to STA at the time of pick up.

GRIEVANCE PROCEDURES

Purpose and Scope of Grievance Procedure. The following grievance procedure shall be used to resolve employee complaints that STA violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in this Handbook or other STA written personnel policies. Specifically excluded from the grievance procedures are the following:

1. Performance evaluations or performance improvement plans;
2. Deferred or denied merit salary increases;
3. Verbal or written counseling;
4. Any disciplinary action or the process of imposing discipline;
5. Policy decisions of the STA Governing Board;
6. Prefatory, aspirational, or philosophical statements regarding STA's operational principles and goals, including, but not limited, to the "Welcome" provisions of this Handbook;
7. Matters for which there is a separate appeal provided in this Handbook or applicable personnel policy.

General Provisions.

1. Non-retaliation. STA shall not retaliate against any employee because of good faith use of the grievance procedure.
2. Time periods.
 - Failure at any step of this grievance procedure to fully and timely comply with the requirements of this Section shall be deemed a waiver of the employee's rights to proceed under this Section.
 - Failure by STA at any step of this grievance procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
 - Failure of the aggrieved employee, at any step of this grievance procedure, to submit the decision on a grievance to the next step within the specified time limit and including specified content shall be deemed acceptance of the decision rendered.
 - The time limits specified at any step in this grievance procedure may be extended by mutual, written agreement.
3. Time off work. Reasonable time off without loss of pay shall be given to an employee who has a grievance to permit him/her to participate in a grievance conference. However, an employee shall not be entitled to time off to prepare for his/her grievance meetings.
4. Conferences. Grievance conferences between management and the employee will normally be conducted during the employee's regularly scheduled working hours at a mutually convenient time.
5. Referral to Alternate Manager. If a grievance regards conduct by the supervisor or manager who would be responsible for hearing the grievance at any step in the grievance procedure set forth below, the aggrieved employee may instead submit the grievance to Human Resources, or if the grievance regards conduct by Human Resources, to the C.E.O./General Manager.

Steps for Grievance Procedure.

1. Step One. The employee will inform his/her immediate supervisor of the grievance within ten working days after the employee knows, or in the exercise of reasonable diligence should have known, of the events or circumstances giving rise to the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. The employee and the supervisor will discuss the grievance. The supervisor will, within ten working days of the discussion, issue a written decision to the employee.
 - (a) If the employee has no immediate supervisor, other than a department chief, the

employee may combine Step One and Step Two by first discussing the grievance orally and then submitting a formal written grievance if not satisfied by the outcome of the discussion with the department chief.

2. Step Two. Within ten working days from receipt of the written decision from the supervisor, the employee, if he/she wishes to appeal the decision, will submit his/her formal grievance to the department chief. The grievance shall be presented in writing and must include the following: a statement of the event(s) causing the grievance; the provision of the Handbook or personnel policy alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully provide all required information may result in a delay in processing the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. The department chief or his/her designated representative will, within ten working days of the notification as required above, have a discussion with the employee concerning the grievance. The department chief or his/her designated representative will, within ten working days of the discussion, issue a written decision to the employee.

3. Step Three. Within ten working days from receipt of the written decision from the department chief, the employee, if he/she wishes to appeal the decision, will submit his/her formal grievance to Human Resources. The grievance shall be presented in writing and must include the following: a statement of the event(s) causing the grievance; the provision of the Handbook or other policy alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully provide all required information may result in a delay in processing the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. A designated Human Resources representative will, within 20 working days of the written notice, issue a written decision to the employee. The decision of Human Resources will be final and binding, and no further appeal may be had under STA's administrative processes.

REHIRES

When former employees apply to be rehired, they will be evaluated on the same basis as other applicants. However, special consideration will be given to past job performance, the circumstances surrounding termination of previous employment, and the former employee's knowledge of STA's procedures, functions, and requirements of the position being sought. Further details are available from the Human Resources Department.

Note: the rehiring of any employee must be approved by the CEO/General Manager, or his/her designee.

SECTION 3: WORK TIME AND COMPENSATION

WORKWEEK, OVERTIME

This section defines the workday and workweek and establishes a means of uniformly administering overtime scheduling and compensation practices. These guidelines apply to employees working a regular schedule (8 hours per day, 5 days per week) and not to employees working a flex- time/compressed workweek schedule.

The CEO/General Manager, or his/her designee may designate non-standard work hours or days on an as-needed basis.

Work performed by non-exempt employees in a regular workweek in excess of forty (40) hours shall be considered overtime, and shall be paid at one and one-half (1 1/2) times the regular rate of pay. Overtime hours worked must be recorded immediately on the appropriate timesheet form.

It is important to point out that all employees will be expected to work reasonable amounts of overtime hours according to STA's needs.

Non-exempt employees are paid an hourly rate; exempt employees are paid on a salary basis and are not eligible for additional compensation for overtime hours worked. Bargaining unit employees should refer to the MOU.

Time worked and to be charged as overtime must be approved in advance by the department chief, except as noted below.

In an emergency situation, overtime may be worked without prior authorization provided it can be subsequently justified and approved by the department chief.

Employees who work overtime in non-emergency circumstances without obtaining sufficient prior authorization will be subject to discipline, up to, and including, termination.

ALTERNATIVE WORK SCHEDULE (AWS) / FLEX SCHEDULE

It is STA's policy to consider AWS when mutually beneficial to employees, the Agency's operations and customers. AWS is a schedule whereby an employee's workday varies in its starting and ending times from the standard schedule.

AWS is considered successful when it mutually meets the employee's needs and maximizes performance for STA. It requires a dynamic process of cooperation involving employees, managers/supervisors to ensure proper planning, scheduling, and overall implementation.

AWS may not be appropriate for some positions or some departments. Employees may explore this opportunity with their manager/supervisor. The department chief of each section will be responsible for AWS recommendations. The Human Resources Department is responsible for ensuring the consistent and equitable application of AWS

throughout STA. Accordingly, all applications for AWS must be approved and monitored through the Human Resources Department.

The CEO/General Manager authorizes implementation of the AWS, flextime work week schedule on an annual basis. Changes in workload, employee performance, funding, legal mandates, changing legal interpretation, or needs of the Agency, may cause the CEO/General Manager to cancel the AWS flextime schedule at any time without prior notice.

REST AND MEAL PERIODS

Rest and Relief Periods

- Rest periods must be taken in fifteen (15) minute increments and are not to be combined with meal period nor scheduled during the last fifteen (15) minutes of the workday. Individuals may take up to two (2) rest periods per eight (8) hour shift, scheduled in advance with the employee's supervisor.
- Every person is expected to be responsible; and, managers/supervisors or department chiefs will counsel people who violate this policy.

Meal Periods

- No one is expected to work more than 5 (five) consecutive hours without taking at least a 1/2 hour meal period.
- Employees working more than six (6) hours must take at least a 1/2 hour meal period before the end of the fifth hour worked.
- The normal length of time for a meal period for a full-time employee is one (1) hour, and is not compensated.

HOLIDAYS

The days outlined below have been designated as fixed holidays for full-time and part-time employees:

- New Year's Day
- Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day*
- Christmas Day*

*Thanksgiving Day and Christmas Day are both holidays on which the entire Agency is closed and does not provide transit service. On all holidays listed above, the Administration offices are closed.

Earned Time Off (ETO) hours will be used for all of the above-listed holidays. If a manager/supervisor requires that an employee work on one or more of the above-listed holidays, non-exempt or hourly administrative employees will be compensated with premium pay. See the Human Resources Department for specifics. Bargaining Unit Employees should refer to the MOU.

Floating Holidays: The following floating holidays may be offered as an employee benefit at STA's discretion.

- President's Day
- Columbus Day

As with other holidays, employees will be required to use ETO hours for time off on floating holidays.

VACATION

Paid vacation is defined as ETO, or Earned Time Off, for Administrative Employees only. Paid vacation is defined as VTO, or Vacation Time Off, for Bargaining Unit Employees only. (Refer to MOU)

STA provides paid vacation to full-time and part-time employees. ETO hours accrue according to the hours paid in each pay period. ETO may not be used as paid time during the employee's initial introductory period, without approval. Accruals will be based on no more than 80 hours in a single pay period. The rates at which vacation accrues are as follows: (see MOU for bargaining unit employees.)

NON-EXEMPT		
<u>LENGTH OF SERVICE</u>	<u>ACCRUAL PER 80 PAID HOURS</u>	<u>YEARLY MAXIMUM</u>
0 through 4 years	7.39	192 hrs.
5 through 9 years	8.93	232 hrs.
10 through 19 years	10.47	272 hrs.
20 through 24 years	12.00	312 hrs.
25 years and over	13.54	352 hrs.
EXEMPT		
<u>LENGTH OF SERVICE</u>	<u>ACCRUAL PER 80 PAID HOURS</u>	<u>YEARLY MAXIMUM</u>
0 through 9 years	9.85	256.1 hrs.
10 through 19 years	11.53	299.78 hrs.

20 through 24 years	13.26	344.75 hrs.
25 years and over	14.98	389.56 hrs.

The maximum total of accrued ETO may not exceed 500 hours at any time. No further ETO will be credited until hours are used.

Pay in lieu of ETO is permitted by approval of the respective department chief and Human Resources Department, or designee. Such pay in lieu of taking ETO may be sold back twice in a revolving 12-month period. In order to qualify for a sell back, at least 40 consecutive hours of ETO must have been taken as paid time off, and an 80-hour balance must remain in the ETO/VTO. The CEO/General Manager has the discretion to allow exceptions to this rule.

Payroll maintains the accrual records for each individual employee. A current accrual count is provided on each payroll check stub.

Scheduled time away must be approved in advance by an employee's manager/supervisor. As vacation scheduling is done at the beginning of each calendar year, if there are conflicts of dates requested, the manager/supervisor will resolve the matter in the most fair and equitable manner, usually by seniority. All employees, including management, are expected to schedule their vacation time.

ETO/VTO is paid at the employee's base pay hourly rate effective at the time the vacation is taken.

Should employment terminate, the employee will be paid for all accrued ETO/VTO. Such benefits will be paid promptly upon termination and will be included in the final paycheck.

Scheduling Vacation (ETO/VTO)

- Approval must be obtained from the immediate supervisor or department chief at least two (2) weeks prior to taking ETO/VTO.
- The approved time off will be recorded as ETO or VTO on the employee timesheet for the pay period in which the leave time was taken.
- Employees should utilize Outlook Calendar, Outlook Out-of-Office Assistant and Alternate Voice Mail message for scheduled Vacations.
- It is the responsibility of the manager/supervisor and/or department chief to keep track of scheduled time off of their staff.

PAYDAY

Payday is the Friday following the Saturday which completes the 2-week pay period. There are 26 pay periods in the year. In the event a holiday falls on the Friday, payday is the day prior. Forms for direct deposit of payroll checks are available through Payroll or the Human Resources Department.

PAYROLL DEDUCTIONS

State and federal payroll taxes are collected in accordance with legal requirements. Each employee must complete a withholding exemption certificate (W-4) at the time of hire. This information determines the amount of income taxes withheld. Any changes in information such as family status, dependents, name, address, etc. should be brought to the attention of the Human Resources Department so that withholding levels are correct. A statement of earnings and taxes withheld is supplied to employees each year.

STA employees are not subject to withholding for social security (FICA), except for the Medicare portion; nor are they subject to a deduction for state disability insurance (SDI). Employees are required, however, to purchase short term disability insurance through the STA benefits program. This benefit is explained in the Benefits Section. Temporary STA employees are subject to social security withholding; however, they are not eligible to purchase short term disability insurance.

GARNISHMENTS

STA is required by law to recognize certain court orders, liens and wage assignments. The Finance Department will advise an employee of receipt of an assignment. The Finance Department will assess a fee, allowable under the law, for processing wage garnishments.

SECTION 4: ATTENDANCE AND LEAVES

SICK LEAVE

STA offers paid sick leave to regular full-time, part-time and temporary employees in the event of a non-occupational illness/accident. Bargaining unit employees should refer to the MOU.

Any time off in a workweek, whether due to paid or unpaid leave, is excluded in computing whether an employee has worked more than 40 hours in a workweek, for purposes of determining entitlement to pay at an overtime rate.

Any employee absent for more than three (3) consecutive work days due to an illness or injury will be required to submit a doctor's release before they may return to work, or to comply with any other applicable terms under this Handbook, as advised by Human Resources.

Eligible employees accrue 3.08 hours of sick time per 80 hours worked, to a maximum of 80 hours per year. Unused sick leave accruals will carry-over from year to year, unless cashed-out by a full-time employee in accordance with the sell-back provisions in this Handbook. Accruals begin on the first day of part-time or full-time employment. Accrued sick time may not be taken as paid time off during the first 90 days of a new employee's initial introductory period.

Temporary employees are eligible to receive 24 hours, or the equivalent of three (3) of the employee's usual shifts, whichever is greater, of sick time per year. Temporary employees are entitled to use sick time beginning on the 90th day of employment with STA. On the temporary employee's anniversary date of hire, and every subsequent year of temporary employment, all sick time balances will reset to 24 hours, or the equivalent of three (3) of the employee's usual shifts, whichever is greater. Any unused leave will be forfeited and will not carry-over past the next anniversary date. Temporary employees may not cash out unused sick time.

In the event employment terminates, no portion of remaining sick leave is payable. Sick hours for full-time and part-time administrative employees may be credited as days worked for determining length of service under STA's Retirement Plan.

Employees are not eligible for sick leave while on vacation or when observing a holiday, unless otherwise required by applicable law. Sick leave is not allowed for otherwise unexcused tardiness, and cannot be used as additional vacation days.

If STA determines that an employee is abusing the sick leave program, that employee will be subject to disciplinary action, up to and including termination.

Sick leave may be applied to:

- Employee illness or health appointments for examination.
- Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by STA that the presence of the employee on duty would endanger the health of others.
- Employee is a victim of domestic violence, sexual assault or stalking.
- Illness of, or health appointments for, a member of the employee's immediate family (parents, grandparents, sisters, brothers, spouse, registered domestic partner, children, grandchildren, and/or spouse's or registered domestic partner's parents, grandparents, sisters, brothers, children, and grandchildren)-.

Employees are required to call in to their manager/supervisor at least one hour before the beginning of their shift to report their need to use sick leave for each day of absence/illness or to report the length of a doctor's off-work order. Consideration shall be given to emergency situations that reasonably prevent the employee from providing advance notice to his/her manager/supervisor including, but not limited to accident, injury, or hospitalization. In emergency situations, employees must provide notice of the need for leave as soon as practicable. Managers/supervisors must report absences of three or more consecutive days, or any evidence of suspected abuse to Human Resources immediately for further action.

Employees may furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of a need for sick leave, in response to notice from Human Resources regarding suspected abuse of sick leave or as permitted or required by applicable law.

An employee who has been absent from work due to his/her own illness or injury may be required, depending on the nature of the illness or injury, to provide Human Resources with a medical certification releasing him/her to return to work, with or without restriction.

Sick leave will be paid in an amount equal to the employee's regularly scheduled workday, excluding overtime (except as specified below).

Sick hours will be recorded on the employee timesheet under sick leave for the pay period in which the sick time was taken.

SICK LEAVE SELLBACK

Each full-time employee will be given the option of carrying-over sick time hours from year to year, or receiving payment for the unused hours. Part-time and temporary employees are not eligible for sick pay sellback. Employees will be notified of available hours to sell back in late October/early November of each year. The employee then notifies STA on the required form within the required time period of the requested amount of sick time they wish to sell. The payment for those sick hours sold will be included in the first paycheck issued in December. Any request for sellback of sick leave that would result in a balance lower than a required minimum balance of 40 hours will not be approved. (Required minimum balance is subject to change.)

FAMILY AND MEDICAL CARE LEAVES OF ABSENCE

STA recognizes that there are situations when a leave of absence may be necessary for family or medical care reasons. This section will provide employees with a general description of their rights under the Federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Where permitted by law, the above leaves will run concurrently.

Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 *et seq.*) and the

California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*) This Policy is deemed to include such regulatory provisions, including subsequent revisions to such regulatory provisions, except where expressly contradicted by the terms of this Policy.

Qualifying Reasons for FMLA/CFRA Leave

Eligible employees may be granted up to 12 weeks of unpaid, job-protected FMLA/CFRA leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Eligibility for FMLA/CFRA Leave and Amount of Leave Entitlement

- Employees are eligible for FMLA and CFRA leave if they have been employed with STA for at least twelve (12) months, have performed at least 1250 hours of service with STA during the previous twelve months prior to the commencement of leave, and are employed at a work-site at which STA employs fifty (50) or more employees within a seventy-five (75) mile radius of the work-site.
- Eligible employees may be granted up to an aggregate total of twelve (12) workweeks of leave during a rolling twelve (12) month period. Entitlement to leave will be determined by looking at the preceding twelve months from the date that leave is scheduled to be taken. If the employee has not taken more than twelve weeks in the preceding twelve months, the employee will be entitled to take leave for an FMLA/CFRA-qualifying reason.
- Leave can be taken intermittently or on a reduced leave schedule when medically necessary.

Military Family Leave under the FMLA

Eligible employees with a spouse, registered domestic partner, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week FMLA leave entitlement to address certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The leave may commence as soon as the individual

receives the call-up notice. This type of leave is counted toward the employee's 12-week maximum of FMLA leave in a 12 month period.

FMLA also includes special leave that permits eligible employees to take up to 26 weeks of leave to care for a spouse, son or daughter, parent or next of kin covered service member during a single 12- month period. Next of kin means the closest blood relative of the injured or recovered service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

California Pregnancy Disability Leave Law

Employees who are disabled due to pregnancy, may take leave under the California Pregnancy Disability Leave Law (PDL) up to 4 months for the time of disability either due to pregnancy or due to childbirth. There is no eligibility requirement for pregnancy disability. It shall run concurrently with FMLA, if applicable. Provided that an employee is eligible for CFRA leave, she may be eligible to request additional time off to bond with her baby (up to 12 weeks) after her pregnancy disability ends.

Definition of Serious Health Condition

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.

Employee Responsibilities

Any employee who desires to take a family or medical care leave (FMLA/CFRA), military family leave (FMLA only) or pregnancy disability leave (PDL or FMLA/PDL) must submit a written request to STA, indicating the date on which the leave will commence and the estimated duration of the leave. If the employee's need for leave is foreseeable, the employee must provide STA with reasonable advance notice of the need for the leave and at least thirty (30) days' notice. An employee's failure to provide a thirty-day notice for a foreseeable leave may result in denial or delay of leave. If the need for leave is not foreseeable, then notice must be given as soon as practicable or within two (2) working days of return from leave with the appropriate certification submitted within fifteen (15) calendar days from the date of notice. If the need for the leave is due to planned medical treatment or supervision, the employee must use all reasonable efforts to schedule the treatment or supervision to avoid disruption to STA operations.

An employee who requests leave for the serious health condition of the employee or the employee's child, spouse-, registered domestic partner, or parent, must provide written certification to STA from the health care provider of the individual requiring care which states, (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care

provider believes the employee needs to care for the individual; and, (4) that the serious health condition warrants the participation of the employee to provide care during the period of treatment or supervision of the individual requiring care. If the leave is to be taken on an intermittent basis, the certification must specify whether the condition requires that leave be taken intermittently, the expected frequency of the need for intermittent leave and expected duration of the need for intermittent leave.

Employees are expected to communicate with STA, through their department manager/supervisor, regarding the status of their condition and intent to to work, and department managers/supervisors must notify Human Resources regarding such communications. Before returning from leave due to their own serious health condition, the employee must supply a physician's statement that they are able to resume regular job duties, with or without restrictions.

Benefits and Protection

Any employee returning from an approved FMLA/CFRA or PDL leave that does not exceed the maximum eligible length of such leave will be reinstated to his or her original or equivalent position with no loss in seniority or benefits which accrued prior to the leave of absence. Employees who do not return to work at the end of their authorized leaves and do not obtain an approved extension of the leave will be treated as having voluntarily resigned.

Continuation of Health Care Benefits

During approved FMLA/CFRA and PDL leaves, STA shall continue to provide medical coverage under its group health plan at the level and under the same conditions that coverage would have been provided if the employee had been continuously employed during the duration of the leave. The employee will remain personally responsible for paying the employee's premium, including dependent coverage, if any. Failure to pay premiums in a timely manner may result in a lapse of coverage.

During the leave, the employee shall retain employee status with STA and the leave shall not constitute a break in service. An employee's use of FMLA/CFRA or PDL_leave will not result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

ATTENDANCE STANDARDS

STA's goal is to maintain an efficient and productive operation, which requires regular and prompt attendance of each employee.

Employees are expected to report on a regular basis, as scheduled, to their assigned shift. While an employee may be perfectly capable of doing a job, the job isn't performed to the standards deemed acceptable to STA if the employee has excessive, unexcused absences. In those cases, STA may have no alternative but to take disciplinary action, including discharge.

However, persistent absenteeism or tardiness may be a symptom or result of other issues (e.g., possible need for reasonable accommodation of a disability, transportation difficulties, personal problems, job dissatisfaction). It is, therefore, imperative that employees discuss these issues with their manager/supervisor and Human Resources or seek help from the Employee Assistance Program (EAP), to attempt to address them; otherwise, persistent, unexcused absenteeism and tardiness will be addressed through disciplinary action. (Seeking help from the EAP after discipline is imposed will not negate the discipline).

These standards apply to all employees of the STA. Bargaining unit employees should also refer to the MOU.

Long-Term Absences

Long-term absences are absences over 14 consecutive calendar days in duration. An employee on long-term absence, whether it is for illness or job-related injury, must report initial absence to their department chief or manager/supervisor. The department chief or manager/supervisor must forward the information to Human Resources. An employee who is off work on long-term absence must provide any follow-up and out of office status updates directly to the Human Resources Department. Human Resources will then notify the department chief or manager/supervisor of relevant status update information.

When the employee is released to return to work, he/she must provide Human Resources with a medical certification releasing him/her to return to work, with or without restriction. Employees in covered positions may also be required to submit to a physical examination and drug test by a licensed physician selected by STA to determine the employee's fitness for duty following his/her return to work. Given the possible time constraints associated with securing appointments, employees are encouraged to notify Human Resources at least seven (7) working days in advance of their anticipated return-to-work date.

The Human Resources Department will schedule the physical/drug screen, (when applicable) and notify the appropriate department chief or manager/supervisor of the employee's date to return to work.

WORKERS' COMPENSATION PROCEDURES

STA carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical treatment in addition to temporary disability payments for partial loss of earnings that result from work-related injuries. Loss of earnings is calculated from the first day of an employee's hospitalization or after the third full day following the injury, if an employee is not hospitalized. The cost of this insurance is paid completely by the Agency.

Definition: Workers' compensation injury - an injury, disease or other medical condition incurred by an employee in the course of employment and which arises out of the employment.

All job-related accidents and illnesses must be reported to the immediate manager/supervisor and an employee suffering such injury or illness should be referred to the Agency's selected medical facility (clinic or hospital) for medical treatment and evaluation.

An employee will be compensated at the regular rate of pay for time required during the initial visit to a physician or hospital for treatment. If the employee is required to leave the job due to such an accident or illness, he/she will be paid for the full number of hours in the scheduled shift for the day of the accident/illness.

If the physician places the employee in an off-work status, he/she will be paid sick leave for up to three (3) days, provided the employee has accrued sick leave. An employee may not return to work without the proper physician's release statement. An employee reporting without the release will be referred to their current treating physician.

An employee who has follow-up medical treatment appointments must make a reasonable effort to schedule the therapy/appointment before or after their work shift, during non-scheduled, otherwise unpaid time.

Employee Responsibilities

- Become familiar with department and Agency safety guidelines and adhere to those guidelines in daily work performance.
- Report any perceived safety hazards to his/her immediate manager/supervisor.
- Maintain a clean, safe work environment such as keeping items in their proper locations, maintaining all equipment in proper order, and picking up or cleaning up items from the floor.
- Report all on-the-job injuries or illnesses at the time of occurrence to his/her immediate manager/supervisor. If job-related injuries are suffered during working hours but off Agency property, contact a supervisor as soon as possible and obtain necessary medical attention.
- Follow manager/supervisor's instructions, seeking medical care as directed.
- Complete "Employee's Claim for Workers' Compensation Benefits" form, returning it to the manager/supervisor who distributes the appropriate copies.
- Maintain contact with the manager/supervisor and the Human Resources Department to report on condition and anticipated return-to-work date. Submit physician's progress report to the Human Resources Department after each visit to the clinic, or at minimum, every thirty (30) days if employee is placed in an off-work status for over thirty (30) days.

- Present physician's release statement to the Human Resources Department upon receipt from physician.

Modified duty may be offered to employees who suffer an injury on the job. If such an assignment is offered and is rejected, this may impact the employee's ability to receive disability benefits.

ACTIVE DUTY MILITARY LEAVE

Active duty military leave shall be granted as provided in applicable provisions of Federal law or the California Military and Veterans Code (with documentation), and as follows:

- STA shall provide full compensation for the first thirty (30) days of active duty military leave, waiving the requirement for more than one year's seniority and, beginning on the 31st calendar day of active duty provide the difference between the employee's base salary and their military salary for up to a twenty-four (24) month period.
- STA shall continue medical, dental and vision insurance at the Agency's current level of contribution for the twenty-four (24) month period following the date ordered to active duty.
- Eligible employees shall be entitled to reinstatement and to receive restoration of original hire and benefit date, salary step, and vacation accrual rate.

Procedure:

1. Employees requesting an active duty military leave must submit the request in writing to their immediate manager/supervisor and must include a copy of their military orders.
2. Employees returning from active duty military leave may be required to submit to a physical examination and drug screen by an Agency-designated physician to determine fitness for duty, where permitted or required by applicable law.

JURY DUTY/WITNESS LEAVE

All full-time and part-time employees are provided regular pay, limited to ten (10) workdays per calendar year, to fulfill court ordered service as a juror or witness.

Employees who receive a summons for jury duty or to appear as a witness in a legal proceeding must notify their manager/supervisor immediately. Copies of the notice or subpoena will be provided to the Human Resources Department.

Jury duty/witness time will be recorded as such under Other Hours on the employee timesheet for each pay period in which jury/witness time is taken. Proof of service must be attached to the employee timesheet in order to receive jury duty/witness leave pay.

BEREAVEMENT LEAVE

Employees are eligible for up to three (3) days off with pay in the event of the death of an immediate family member defined as a spouse, brother, sister, grandparent, grandchild, or a child, parent, parent-in-law, or registered domestic partner. For purposes of this policy, "child" means a biological, foster, or an adopted child, a stepchild, a legal ward, or a child of a domestic partner and the term "parent" means a biological, foster, or adoptive parent, step-parent or a legal guardian. Should the employee be required to travel out of state for services related to the above, they will be eligible for up to five (5) days off with pay. Proof of services may be required. Bargaining unit employees should refer to the MOU.

SECTION 5: BENEFITS

MEDICAL/HEALTH, DENTAL AND VISION INSURANCE

Each of the following provisions describes for each type of benefit the classifications of employees who are eligible to receive or participate in the benefit.

Group Health Insurance

This program is available to all employees. A summary plan description will be provided to each eligible employee upon enrollment. The coverage is available to employees and eligible dependents, if full-time. (Part-time employees should see the Human Resources Department for dependent coverage details.)

Monthly premium costs will be shared between employees and the Agency. The plan year is a calendar year. Prior to each plan year, STA determines the contribution to be made on behalf of each eligible employee. The employee's premium is deducted each pay period on a pretax basis.

In the event employment terminates or employment status changes such that an employee is no longer eligible to participate in the Agency's medical, dental or vision programs, he/she will be advised of the opportunity to continue benefits through The Consolidated Omnibus Reconciliation Act (COBRA). The required payment information is included in the notice. Any applicable premium waiver on the Life Insurance protection will also be processed by the Human Resources Department at this time.

Group Dental Insurance

This program is available to all full-time employees. A summary of the coverage will be provided upon enrollment.

Group Eye Care Plan

STA provides an eye care plan to all full-time employees and eligible dependents.

AGENCY PAID CONTINUATION OF MEDICAL, DENTAL AND VISION INSURANCE

STA will continue to pay its portion of the medical, dental, and vision insurance premium during the period of time an employee is absent from work due to non-work related illness or injury for a twelve-month period. This period of time is limited due to business necessity of the Agency. This payment, along with the employee's regular contribution, will ensure that the medical, dental, and vision benefits remain active and in force.

Employees must continue to pay their portion of the premium for medical, dental, and vision insurance. Maintenance of records and required notification are the responsibility of the Human Resources Department.

LIFE INSURANCE

All active full-time employees are provided with group life insurance paid by the Agency. Eligibility for coverage begins on the first of the month following thirty (30) days of continuous service. Part-time employees are not eligible for life insurance. Benefits are determined by classification level. Contact the Human Resources Department for more information.

LONG-TERM DISABILITY INSURANCE (LTD)

Long term disability insurance is available to all active full-time and part-time employees. Long-term disability insurance is intended to provide a partial income replacement should a non-work related illness or injury keep an employee off work for greater than 26 weeks. Employees will receive information on this benefit during their initial orientation. The insurance carrier will assist in the application process in the event that an employee needs to access this benefit.

SHORT-TERM DISABILITY INSURANCE (STD) / PAID FAMILY LEAVE

STA employees do not participate in the State Disability Insurance (SDI). Instead, all employees, with the exception of temporary employees, are covered under a short term disability program. This insurance provides low-cost disability income if illness or injury not caused by the job, prevents an employee from working. Claim forms must be completed to receive payment. The forms are available from the Human Resources Department. A summary of provisions in the plan will be provided during enrollment.

DEFERRED COMPENSATION

A 457 deferred compensation plan is available to all full-time and part-time employees. Eligibility for participation in the plans begins on the first day of employment. Refer to the plan documents for complete details.

TRANSPORTATION PASS/EMPLOYEE I.D.

STA shall provide employees/retirees and their dependents with a transportation pass which will entitle the bearer to free transportation on the Agency's normally operated fixed route service.

Dependents eligible to receive transportation passes shall include:

- Spouse or registered domestic partner,
- Children, stepchildren, and minor dependents for whom the employee has legal custody, under twenty-six (26) years of age,
- Foster children under the age of twenty-six (26) upon submittal of documentation designating the employee as their foster parent, and
- Unmarried dependents over the age of twenty-six (26) who are certified as physically or mentally incapable of self-support.

Employee dependents under the age of five (5) years will be entitled to free transportation when accompanied by employee with a transportation pass.

The STA pass will also serve as an identification card. Employees will be required to display, upon request, their identification card while on Agency property. Falsification of information or altering the transportation pass will result in the loss of pass privileges for the employee and his/her dependents.

If the pass is lost, stolen or destroyed, the loss must be reported immediately to the Human Resources Department. There will be a charge for replacement of these passes as follows: first loss — no charge; second loss — \$10.00; third loss — \$25.00. Any cards that are washed or mutilated will be replaced without charge provided the mutilated card is returned to the Human Resources Department.

The pass is non-transferable.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

This program applies to all employees. The Employee Assistance Program is designed to provide the Agency's employees and their families with confidential counseling services. It helps the employees with problems pertaining to such things as alcoholism, depression, drug abuse, their job, marriage and family, etc.

All contact with the designated Employee Assistance Program provider is confidential unless the employee wishes otherwise. A brochure outlining the service is available in the Human Resources Department.

SECTION 6: REIMBURSEMENTS

DUES AND MEMBERSHIP FEES

STA may pay the annual fee on behalf of employees for any dues and/or membership fees from work related professional organizations. Approval from the CEO/General Manager is required.

TRAVEL AND CONFERENCE EXPENSES

STA may require attendance at educational activities including educational courses, off site staff training and certification programs. STA will make advance payment of program fees, registration, travel and lodging. Expenses for meals and other related travel expenses will be reimbursed based on original receipts. Eligible expenses include: registration (course/program fees), travel, lodging and meals.

Expenses will be covered in accordance with the Agency's expense reporting guidelines. The CEO/General Manager, or his/her designee, must approve all requests for employee attendance at personal development and/or educational activities. Direct any questions regarding educational activities to the Human Resources Department.

EDUCATIONAL REIMBURSEMENT

It shall be the policy of the STA that full-time employees may be reimbursed the actual cost of tuition or registration fees upon successful completion of a training course, or courses, towards a degree designed to improve the employee's effectiveness in performing his or her assigned duties. Full-time employees with six (6) months of service shall be eligible for tuition reimbursement for classes taken while attending an accredited college or university as a student, or work-related adult education classes. (This policy does not apply to conferences or meetings of APTA, California Transit Association, or any grant-funded meetings).

Prior to enrollment, employees will need to complete the appropriate form, give it to their manager/supervisor for approval, then send to the Human Resources Department for consideration. Employees will be notified if the request is approved or denied.

Initial approval of a course of study does not obligate the Agency to approve future courses in that course of study. Approvals are only valid for the specific course and semester requested. Payment of courses at a higher institution rate does not obligate STA to continue payment at that higher rate.

Employees may not apply for education and development reimbursement for courses previously taken or courses currently in progress. Unless directed and approved by the Agency, an employee's regular work schedule will not be altered to allow time off the job for participation in course.

Subject to approval as provided above, STA will reimburse all of the costs incurred for tuition and books related to the course. To obtain the reimbursement, the employee returns the pre-approved request with the transcript showing successful completion of the course with a grade of "C" or above ("Pass" if class is Pass/Fail), along with the receipts for tuition, books and any other materials required for the completed course. Submit to the Human Resources Department.

For graduate level program toward Master's Degree or above, the pre-approved request with the transcript showing successful completion of the course with a grade of "B" or better, along with the receipts for tuition, books and any other materials required for the completed course, is required for reimbursement. Fifty percent of the total cost will be reimbursed in 90 days; the other fifty percent will be reimbursed six months after the completion of the course. This assumes that the person claiming is still an Agency employee at the time the re-payment is due.

The maximum calendar year reimbursement, pending CEO/General Manager approval and subject to budget availability, is:

- Undergraduate: \$2,000 per year
- Graduate level program of a Master's Degree or higher: \$9,000 per year.

Termination of employment (actual date of termination) for any reason prior to the completion of the class(es) and submittal of the letter grade completion certificate will make the employee ineligible for this reimbursement.

SECTION 7: SEPARATION

RETIREMENT

Full and part-time administrative employees will participate in the Agency's retirement plan rather than the social security retirement plan. Employees must work at least 1001 hours per calendar year as a regular full or part-time employee to participate in the retirement program. A summary of the plan is provided upon enrollment. A post-tax deduction is made from each employee's earnings each pay period. The amount of the withholding is shown on the paycheck stub.

Full-time and part-time bargaining unit employees participate in a plan per the bargaining agreement with STA, and they will receive a summary description of their retirement plan upon enrollment. Bargaining unit employees do not participate in the social security retirement program.

Retirement Saving Plan – 457(b)

Information is available in the Human Resources Department regarding the voluntary 457(b) plan benefit.

TERMINATION REVIEW AND PROCEDURE

When an individual announces his/her intention to terminate employment, a resignation letter should be provided to the employee's immediate manager/supervisor or department chief. The terminating employee should give at least two (2) weeks' notice of termination.

Final paychecks will be ~~given to the employee at the exit interview~~ mailed to the employee with the regular payroll cycle in accordance with California Labor Code 220. ~~If the individual terminates his/her employment without notice, final compensation will be paid within seventy-two (72) hours of the date of termination.~~ Final compensation may include accrued ETO/VTO pay, minus any applicable payroll deductions.

An explanation of when Agency paid benefits cease, continuation under COBRA and any other questions the employee may have, will be covered in the exit interview.

Every effort should be made to maintain the goodwill of all persons terminating their employment and they should have a good understanding of their status at the time of termination.

EXIT INTERVIEW PROCESS

All terminating individuals should, when practical, be accorded an exit interview at the time of termination for the purpose of concluding the individual's employment relationship in as mutually satisfying a situation as possible.

All exit interviews are conducted by the Human Resources Department on or near the individual's last workday. The following guidelines should be used as appropriate and according to the specific individual situation:

- If necessary, confirm the reason(s) for the termination if the individual has questions after the discussion with the manager/supervisor.
- Seek feedback from the terminating employee in regard to his/her opinion of STA benefits, work environment, policies, etc.
- Arrange for the return of Agency-issued property, such as keys, transportation pass/I.D., uniforms, safety equipment and other Agency materials or property.
- Explain benefit program entitlements as appropriate, including:
 - a. Medical, dental and vision insurance coverage and continuation under COBRA.
 - b. Life insurance conversion.
 - c. Pension plan refund.
 - d. Unemployment compensation.

- Obtain a completed and signed exit interview form. If the individual refuses to sign the form, it shall be noted by the Human Resources Department performing the exit interview.

SECTION 8: CONDUCT

DRESS CODE

STA's professional atmosphere is maintained, in part, by the image that employees present to the public and within the Agency. Employees should therefore utilize good judgment in determining their dress and appearance during business hours (8:00 am – 5:00 pm, Monday through Friday). If there are any questions as to what constitutes proper attire, the manager/supervisor or department chief should be consulted.

Following are examples of inappropriate or unacceptable business attire:

- T-shirts (or any shirt with suggestive or offensive writing);
- Tank tops, halter tops, midriff or tube tops;
- Torn or clothes with holes in them.

Employees who are inappropriately dressed will be sent home and directed to return to work in proper attire. Non-exempt employees will not be compensated for the time away from work.

Uniforms, if required, must be kept clean and neat. Shoes must be worn at all times (safety violation).

STA will consider and grant reasonable accommodation to the dress code in accordance with applicable state and federal law. Employees must direct any such requests to Human Resources.

SOLICITATION AND DISTRIBUTION

Contributions and solicitations for donations not directly sponsored by STA, will be allowed for community agencies and/or other charitable organizations, such as United Way, Salvation Army (Toys for Tots) and community food drives. Sale of candy, raffle tickets, etc., to sponsor schools, community organizations (i.e., Lion's Club), Little League baseball and the like, is permitted. Employees must limit solicitation of contributions to non-working hours in a non-working area.

There may be times when a group of people wish to take up a collection for special occasions, such as for a person who is ill, who is retiring, etc. Such collections should be made during the non-working time of all persons concerned.

Distribution or handing out of any literature, pamphlets, or other printed material is prohibited in all working areas during working time unless job-related.

Posting of notices or other written material on STA property require the approval of the Human Resources Department.

Sale of products or services by employees or other individuals of a private business nature are prohibited on STA premises except as may be authorized by a department chief during non-working hours in non-working areas.

“Non-working time” is the time the individual is on STA property, but not actively performing his/her employment duties (for example, lunch time and break time). Distribution of literature is limited to non-working time, as defined above, and non-working areas. “Non-working areas” are lunch/break rooms/areas.

TELEPHONES, MAIL AND FAX

Business telephone, FAX machines and an efficient mail system are essential as a means of communication. Appropriate use of the telephone, FAX and mail system contribute to the effectiveness of the operation.

Telephone system

- Employees are asked to use discretion in receiving and placing personal telephone calls. Conversations should be as brief as possible. Using Agency telephones to place personal long distance calls is prohibited.
- Those employees issued Agency cellular phones are required to use non hand-held phone devices while driving or to pull over in order to avoid the possibility of an automotive accident due to phone usage.

Mail system

- Personal letters or packages should be received at an individual’s home and not at the employment site. Personal mail received at STA may be opened, and STA cannot be responsible for confidential items.
- Employees will not use STA postage machine, express mail carrier (using STA account number) or other Agency-paid postage for personal mail.

FAX machine

- Employees will not use STA FAX machines to transmit or receive personal documents.
- Supervisors and managers have the responsibility to discourage and monitor inappropriate use of the telephone, mail system, and FAX equipment. Violation of this policy may constitute grounds for disciplinary action.

SMOKING POLICY

Medical evidence clearly shows that smoking is extremely harmful to the health of smokers. Smoke from cigarettes, cigars, and pipes are also an irritant to many non-smokers and can worsen allergic conditions. In sufficient concentrations, second-hand

smoke has been shown to be harmful to those with chronic heart and lung disease. New research indicates that long-term exposure to second-hand smoke may seriously threaten the health of non-smokers.

All STA employees, customers, and visitors are prohibited from smoking or use of tobacco products within STA buildings, vehicles and outside of designated smoking areas.

Smokers who wish to quit are encouraged to contact the Human Resources Department for information on smoking cessation options available to them.

UNAUTHORIZED USE OF AGENCY EQUIPMENT/AGENCY PROPERTY

The use of Agency facilities, equipment, supplies, or other property for personal purposes is strictly prohibited. This includes the use of e-mail, voicemail and computer equipment or company vehicles which are issued to employees to perform their jobs. Therefore, unauthorized use of such equipment is grounds for disciplinary action up to and including termination. Employees are also reminded that lockers, office equipment, desks, etc., are provided by STA for employee convenience, but remain the property of STA and may be inspected and/or searched at any time. Facilities or equipment may not be used for extra-curricular activities during or after work hours unless pre-approved by the CEO/General Manager.

VOICEMAIL, E-MAIL AND TELEPHONE MONITORING

The Agency's telephone system permits employees to receive, send, and transfer voice mail messages. The telephone system is an important asset of STA and has been installed at substantial expense to facilitate business communications. Although employees are able to use codes to restrict access to phone messages that are left on the system, it must be remembered that the phone system is intended solely for business use. In keeping with this intention, STA maintains the ability to monitor any phone calls made or received on its telephone system or the computer e-mail system. Because STA reserves the right to obtain access to all voice mail and e-mail messages left on or recorded on the system, employees should not assume that such messages are confidential or that access by the employer or its designated representative will not occur.

It is the responsibility of employees to keep their voice mail message up-to-date relative to their availability to receive and return messages. If the employee anticipates a period away from the office, the voice mail message should indicate the dates of absence and return and give an alternative number to the caller for immediate response.

CELL PHONE USE

Under California Vehicle Code §23123, it is against the law to operate a motor vehicle while using a hand-held cellular telephone except for emergency related purposes, including but not limited to, an emergency call to a law enforcement agency, healthcare provider, fire department, or other emergency services agency or entity. Under California Vehicle Code §23125, it is against the law to operate a transit vehicle while using a wireless telephone except for work-related purposes or emergency purposes. STA prohibits the use of all wireless telephones, both hand-held and hands-free, as well as

any other electronic device, while operating or seated behind the wheel of the coach. For work-related purposes, operators of transit vehicles should utilize the Dispatch radio. If the radio is not working properly, the operator should pull over to a safe location, exit the vehicle and call the Dispatch in the Operations Department or an Operations Supervisor.

Drivers of Agency non-revenue vehicles in accordance with State law must not use hand-held cellular telephones without benefit of a blue-tooth/hands free device and are prohibited from texting messages under any circumstances while driving.

STA has a zero-tolerance position on violations of cellular phone usage as stipulated in the law and under STA authority as stated. Employees found to be in violation, even for a first offense, are subject to termination.

INFORMATION SECURITY GUIDELINES

Computer information systems and networks are an integral part of business at STA. STA has made a substantial investment in human and financial resources to create these systems. Any abuse or inappropriate use of these networks and systems puts both the employee and STA at business or legal risk.

This information and directives have been established in order to:

- Protect the Agency's investment.
- Safeguard the information contained within the Agency's information systems.
- Reduce business and legal risk.
- Protect the integrity of the Agency.

Failure by an STA employee to comply with the guidelines and requirements of this information may result in disciplinary action by STA depending upon the type and severity of the violation, whether it causes any liability or loss to STA and/or the presence of any repeated violation(s).

Responsibility of Information Technology (IT)

IT shall provide appropriate support and guidance to assist employees to fulfill their responsibilities under these guidelines.

Managers and Supervisors shall create appropriate performance standards, control practices, and procedures designed to provide reasonable assurance that all employees observe these guidelines.

The Intranet/Internet and Email

The intranet is the Agency's internal network. The internet is a very large, publicly accessible network that has millions of connected users and organizations worldwide. One popular feature of the Internet is e-mail. The Agency's email accounts and related

software are set up to use the internet as the platform for sending and receiving information.

Access to the intranet/Internet is provided to employees for the benefit of the STA and its customers. Employees are able to connect to a variety of business information resources around the world. Per STA policy, all employees must use intranet/internet resources in a responsible manner.

Conversely, the Internet is also replete with risks and inappropriate material. To ensure that all employees are responsible and productive Internet users and to protect the Agency's interests, the following rules have been established for using the intranet/Internet and e-mail.

Acceptable Use

Employees using the intranet/Internet are representing the Agency. Employees are responsible for ensuring that the intranet/Internet is used in an effective, ethical, and lawful manner. Examples of acceptable use include, but are not limited to:

- Using Web browsers to obtain business information from commercial Web sites.
- Accessing databases for information as needed.
- Using e-mail for business contacts.

Unacceptable Use

Employees shall not use the intranet/Internet for purposes that are illegal, unethical, harmful to the Agency, or nonproductive. Unacceptable use includes, but is not limited to:

- Sending or forwarding chain e-mail, i.e., messages containing instructions to forward the message to others.
- Sending jokes, images, video, etc. that are not business related.
- Conducting personal business using Agency resources.
- Transmitting any content that is offensive, harassing, or fraudulent.
- Downloading non-business related files from Internet sites or email.
- Game playing, on-line gambling, social networking, etc.

Employees using the intranet or internet shall:

- Ensure that all communications are for professional reasons and that they do not interfere with his/her productivity.
- Be responsible for the content of all text, audio, or images that he/she places or sends over the intranet/Internet. All communications must have the employee's name attached.
- Not transmit copyrighted materials without permission.
- Know and abide by all applicable Agency policies dealing with security and confidentiality of Agency records.

All data, reports, and messages created with Agency software, or sent/received over the intranet/Internet are the property of STA and may be regarded as public information. STA reserves the right to access the contents of any messages sent over its facilities.

All communications, including text, voice and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. This means that employees should not put anything into their e-mail messages that they would not want to see on the front page of the newspaper or that would require explanation in a court of law.

The capacity for storage of data is determined by IT. When an individual user exceeds the allotted disk space, he/she will be notified and a request to archive files will be made. It is the individual employee's responsibility to archive or delete data in a timely manner.

Computer Viruses

Computer viruses are programs designed to make unauthorized changes to programs and data. Therefore, viruses can cause destruction to Agency resources. It is important to know that:

- Computer viruses are much easier to prevent than to cure.
- Defenses against computer viruses include protection against unauthorized access to computer systems, using only trusted sources for data and programs, and maintaining virus- scanning software.

IT shall install and maintain appropriate antivirus software on all computers and respond to all virus attacks, destroy any virus detected, and document each incident.

Employees must not knowingly introduce a computer virus into Agency computers and must not load USB thumb drives or CDs of unknown origin. Any employee, who suspects that his/her workstation has been infected by a virus, must immediately call the IT Department.

Access Codes and Passwords

The confidentiality and integrity of data stored on Agency computer systems must be protected by access controls to ensure that only authorized employees have access. This access must be restricted to only those capabilities that are appropriate to each employee's job duties. All system access requires a password.

The IT Department shall be responsible for the administration of access controls to all Agency computer systems. IT will process adds, deletions, and changes upon receipt of a written request from the end user's supervisor. Deletions may be processed by an oral request prior to receipt of the written request.

Employees must be responsible for all computer transactions that are made with his/her User ID and password and must not disclose passwords to others. Passwords must be

changed immediately if it is suspected that they may have become known to others. Employees must log-out or lock station when leaving a workstation for an extended period.

The Human Resources Department shall notify the IT Department promptly whenever an employee leaves STA or transfers to another department so that his/her access can be revoked and/or modified. Involuntary terminations shall be reported concurrent with the termination.

Physical Security

It is Agency policy to protect computer hardware, software, data, and documentation from misuse, theft, unauthorized access, and environmental hazards. All employees shall follow the following directives:

- Media must be stored out of sight when not in use. If the media contains highly sensitive or confidential data, it must be locked up.
- Media must be kept away from environmental hazards such as heat, direct sunlight, and magnetic fields.
- Critical computer equipment, e.g., file servers, must be protected by an uninterruptible power supply (UPS). Other computer equipment must be protected by a surge suppressor.
- Environmental hazards to hardware such as food, smoke, liquids, high or low humidity, and extreme heat or cold must be avoided.
- Since the IT department is responsible for all equipment installations, disconnections, modifications, and relocations, employees are not to perform these activities. This does not apply to temporary moves of portable computers for which an initial connection has been set up by IT.
- Employees must exercise care to safeguard the valuable electronic equipment assigned to them. Employees who neglect this duty may be accountable for any loss or damage that may result.

SECTION 9: OTHER

BULLETIN BOARDS

The Human Resources Department maintains bulletin boards in several locations for informational purposes. Employees should check the bulletin board in their area regularly for important notices including federal and state postings as well as STA information. Posting of material by any employee is strictly prohibited. In addition, separate bulletin boards are provided for posting of Union information.

EMERGENCY CLOSING

STA considers the safety of employees as a priority when dealing with an emergency closing. STA may be forced to close (or not open for business) in emergency situations that include, but are not limited to, inclement weather and emergency situations such as a power failure, fire, and other situations that create undesirable and/or unsafe conditions

for employees.

SUNLINE SUGGESTION BOX

STA encourages employees to make suggestions for improving Agency operations such as reducing costs, making operations more efficient or effective, increasing revenue, improving customer service, or improving safety.

Suggestions should be ideas that clearly and concisely identify a specific problem or situation not already implemented or addressed by the Agency. The suggestion should include a detailed solution and indicate the expected benefit(s) to the Agency.

Suggestion Boxes are located in the Drivers Lounge at Divisions I and II.

HOUSEKEEPING GUIDELINES

The Agency provides a pleasant, clean, professional, healthy, and safe work environment to promote productivity and effectiveness. Employees are expected to cooperate with cleaning and maintenance services to help reduce costs.

Offices and Workstations

Work related items and personal items should be organized on shelves or work surfaces within each workstation/office. To ensure safety and maintain a professional work area, items should not be left on the floor outside the office at any time. Personal items must be in good taste and only displayed within an employee's workstation/office.

Food and beverages may be consumed in offices and workstations. Food containers, eating utensils, dishes and trays must be removed or cleaned and stored at the end of the workday. Waste materials and recyclables should be disposed of properly in designated containers.

Appliances

Personal radios and similar devices are permitted during working hours. However, use of these items must not interfere with business activities.

Appliances such as hot plates, toasters, small electrical grills, space heaters, lamps, fans, coffee mug warmers, or any other items that fit the definition of household appliances must be approved prior to use.

Agency Grounds and Parking Areas

Do not litter the grounds and parking areas. Discard cigarettes in the appropriate containers. Do not discard cigarettes on the grass, Agency roads, or parking lots.

All emergency exits, firefighting equipment (hoses, extinguishers), fire alarm pull stations, and electrical panels must be kept accessible at all times.

LOST & FOUND

Any items found on STA property or Agency vehicles should be delivered to the lost and found. Whenever possible, reasonable efforts will be made to determine and contact the owner of any lost item.

While STA will do everything reasonably possible to ensure that lost belongings are returned to their owners, STA accepts no responsibility for the state of the items lost on Agency property.

In order to claim a lost item, ownership must be established by describing the item as closely as possible.

MEDIA CONTACT

No one other than the CEO/General Manager, or designee, has permission to represent STA to the media. It is the procedure of STA to respond to media inquiries as soon as possible. Any unauthorized individual who makes public comments or addresses the media as an apparent representative of STA may be subject to discipline up to and including termination.

OFFICE SUPPLIES

Office supplies are for business use only and should not be removed from STA premises for non-business use.

PERSONAL BLOGS/SOCIAL MEDIA

Blogging/social media participation, except by authorized personnel, may not occur on Agency property or equipment at any time.

Employees are prohibited from representing STA or representing that they speak on behalf of STA without express, advance authorization. Employees are similarly prohibited from using any STA trademarks, logos, or copyright-protected material.

Employees who engage in blogging or other internet postings outside the workplace in which they identify themselves as employees of STA or in which they regularly or substantively discuss STA publicly, are expected to clearly state that any views or opinions expressed therein regarding STA are the employee's own, not those of the Agency. Postings must not contain confidential Agency information, trade secrets, or otherwise violate this Handbook, other STA policies, or applicable law.

Employees are reminded and cautioned that information posted on a social media site may be used as evidence in an internal investigation and administrative or legal proceedings. Employees should also expect that any information created, transmitted, downloaded, exchanged, or discussed on any social media site may be accessed by STA or any third party at any time without prior notice. Furthermore, anything posted on the Internet or in a social media forum may be accessible by anybody else. Employees have no reasonable expectation of privacy in anything posted on the Internet.

RIDESHARE

STA encourages ridesharing by employees wherever possible. STA has an incentive program to encourage employees to use alternatives to the single-driver car. Employees participating in the program are eligible for those incentives. Limited special carpool parking is available to employees who car pool a minimum of 80% of the time. Employees who use our transit system to commute are fully subsidized, as free bus passes are a benefit to employees and dependents.

Ridesharing is a relatively easy and cost-effective way to reduce air pollution, reduce energy consumption and save money.

RECYCLING

STA is committed to protecting the environment by examining methods to improve waste reduction and recycling.

Waste and recyclable materials should be placed in properly designated containers which are located throughout the facility.

VISITORS

The entrance gate to 32-505 Harry Oliver Trail and 83-255 Highway 111 is open during normal business hours, (8:00 am – 5:00 pm), Monday through Friday. Access during non-business hours can be gained by using authorized means.

Visitors must check-in with the guard at the front gate and receive a temporary Visitor's Pass. Employees must advise their visitor to be prepared to provide a photo ID to the security guard before entering the facility.

It's Up to You

As has been mentioned earlier in this Employee Handbook, STA may change, rescind or add to any policies or practices described from time to time at its sole and absolute discretion. You will be advised of material changes in writing along with instructions for inserting/removing pages to your Employee Handbook. These instructions should be followed so that you always have a point of reference that is complete and up-to-date. You are encouraged to bring your questions to your manager/supervisor or the Human Resources Department. We want you to feel comfortable with our way of conducting business so that you will be able to devote your full energy to performing your job in an effective and positive manner.

Remember, we all serve our #1 customer — the public. Keep this handbook readily available for future reference. It is your guide to success at SunLine.

WELCOME!

ACKNOWLEDGEMENT OF RECEIPT:

Employee Name (print): _____

Department (print): _____

I acknowledge that I have received a copy of STA's Employee Handbook. I understand that I am responsible for reading the Employee Handbook and for knowing and complying with the policies, practices and procedures set forth in the Employee Handbook during my employment with STA. I understand that the Employee Handbook provides me basic information for guidance and reference as an employee. I understand that STA cannot anticipate or include in the Employee Handbook every issue that may arise during my employment. If I have any questions regarding any of STA's policies, practices or procedures, I should and am encouraged to consult my manager/supervisor or the Human Resources Department.

I understand that the terms of the Employee Handbook do not offer or guarantee continued employment, and that my employment is at-will; that is, either STA or I may terminate the employment relationship at any time for any reason. STA asks that I provide at least two (2) weeks' notice of my intention to terminate my employment at any time. Such notice will ensure a smooth transition of my job duties. STA may terminate my employment at any time. Bargaining unit employees should refer to the MOU for additional information. Any other employment agreement may only be negotiated on an individual basis by the CEO/General Manager and must be reduced to writing and signed by the CEO/General Manager.

I understand that the Employee Handbook is not intended to create an express or implied contract of employment with STA, or to modify any contract of employment or bargaining unit agreement with STA. I understand that if I am an employee who is represented by the Amalgamated Transit Union, Local 1277, or any other bargaining unit, no portion of the Employee Handbook is intended to supersede the current MOU in effect.

I understand that the policies, practices and procedures contained in the Employee Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to any certain procedure prior to termination or other disciplinary action not otherwise provided in any applicable bargaining unit agreement.

I understand that the Employee Handbook replaces all earlier Employee Handbooks and supersedes all prior inconsistent policies, practices or procedures. I understand that the contents of the Employee Handbook may be changed at the sole discretion of STA at any time for any reason, with or without advanced notice. I understand that I am responsible for knowing about and understanding those changes once they have been disseminated.

Finally, I understand that the Employee Handbook is the property of STA and must be surrendered upon termination of employment.

My signature below indicates that I have received a copy of the STA Employee Handbook, including, but not limited to the policy on Harassment, Discrimination, and Retaliation Prevention and that I have carefully read and understand this Acknowledgement.

Signed: _____

Date: _____



"Today's Transit for Tomorrow's World"

Employee Handbook

April 2023

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WELCOME TO SUNLINE TRANSIT AGENCY

Dear Employee:

We are glad you are part of the SunLine Transit Agency (“STA”) team. You are an important member of a team effort. We hope that you will find your position with STA rewarding, challenging and productive. Our Agency Vision, Mission Statement, Goals and Values are listed below.

Our Vision

SunLine Transit Agency is the regional transportation mode of choice.

Our Mission

To provide safe and environmentally conscious public transportation services and alternative fuel solutions to meet the mobility needs of the Coachella Valley.

Our Goals

1. To provide dynamic organizational leadership and change consistent with the growth of the Transit Agency.
2. To continue the advancement of innovative transportation and alternative fuel technologies.
3. To provide leadership for the region’s mobility needs.
4. To provide high quality transportation services that are safe, efficient and effective.

Our Values

1. **Respect**. We value and acknowledge that all people deserve to be treated with dignity and respect.
2. **Diversity**. We are committed to the appreciation and acceptance of the rich diversity of our employees and customers.
3. **Teamwork**. We value cooperative and collaborative efforts and opportunities to achieve success.
4. **Integrity**. We are committed to the credibility, reliability and conformance to the highest standards of ethical conduct.
5. **Accountability**. We are committed to be responsive and responsible in conducting the Agency’s business.

6. **Professionalism**. We adhere to the highest level of professional conduct in the performance of our duties.
7. **Safety & Health**. We value maintaining a safe and healthy workforce and environment.

MESSAGE FROM THE CEO/GENERAL MANAGER

Welcome to SunLine Transit Agency (“STA” or “Agency”). We are excited that you have decided to join our Agency. STA is charged with providing safe and environmentally conscious public transportation services, as well as alternative fuel solutions to meet the mobility needs of the Coachella Valley.

The Employee Handbook has been developed to provide you with a comprehensive summary of the working conditions and benefits available to you as a STA employee. It also details the protocol and responsibilities that you and STA must abide by. Please become familiar with the information contained in the Handbook. Bring any questions or concerns you may have to your immediate supervisor or the Human Resources Department.

This Handbook will be updated periodically, and you will be provided with revised copies as they become available. STA management reserves the right to modify, add or delete any section of this Handbook at any time. The modification, addition or deletion of any information contained in this Handbook will not void any other section.

STA strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they meet our transit service and their career goals. STA values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and STA can succeed.

We are happy to welcome you to the STA team!

Lauren Skiver
CEO/General Manager

INTRODUCTION

This Employee Handbook is designed to help employees get acquainted with STA. It describes some of our goals, values and the basic terms and conditions of employment with STA. Employees are expected to read this Employee Handbook carefully, and to know and understand its contents.

STA reserves the right to make changes to this Employee Handbook and to any employment policy, practice, procedure, guideline, rule, instruction, benefit or standard of operation at any time without prior notice. Employees are responsible for knowing about and understanding changes once they have been published. STA also reserves the right to interpret the provisions of this Employee Handbook. For this reason, employees should check with the Human Resources Department to obtain information regarding specific employment guidelines, practices, policies or procedures. This Employee Handbook is not intended to be an exhaustive compilation of STA's employment policies, practices, procedures, guidelines, rules, instructions, benefits or standards of operation.

Because employment at STA is "at-will", employees should not interpret anything in this Employee Handbook as creating a contract or guarantee of continued employment. Bargaining unit employees should refer to the Memorandum of Understanding (MOU) for additional information.

This Employee Handbook is the property of STA and is intended for the personal use and reference by employees of STA.

This Handbook replaces all earlier Employee Handbooks and supersedes all prior inconsistent policies, practices or procedures.

Employees shall sign the acknowledgement form at the back of this Employee Handbook and return it to the Human Resources Department. This will provide STA with a record that each employee has received and read this Employee Handbook.

SECTION 1: GENERAL

GLOSSARY

ACTIVE STATUS shall mean an employee receiving compensation (regular pay, sick leave pay, vacation pay, etc.) through STA payroll. INACTIVE STATUS shall mean an employee on a leave of absence or other interruption of service (including leave for a work-related injury/illness), who is not receiving compensation through STA payroll.

BOARD shall mean Board of Directors of SunLine Transit Agency.

CONTINUOUS SERVICE AND CONTINUOUS EMPLOYMENT shall mean ongoing employment in a regular position with a continuing payroll status, without interruption except for authorized leave of absence without pay.

FULL-TIME EMPLOYEE shall mean a person in a full-time regular position. Full-time employees shall work a minimum of 32 hours or more per week and are eligible for all Agency benefits.

PART-TIME EMPLOYEE shall mean a person in a part-time regular position. Part-time employees are not guaranteed a minimum number of work hours per week and have limited Agency benefit eligibility.

EXEMPT EMPLOYEE is defined as an employee who is exempt from California Labor Laws and Wage Orders from the California Industrial Welfare Commission, as well as the Fair Labor Standards Act which sets forth the minimum wage and overtime laws for employees compensated on an hourly basis. Exempt employees are paid on a salary basis and are not entitled to earn overtime.

NON-EXEMPT EMPLOYEE is defined as an employee who is not exempt from California Labor Laws and Wage Orders from the California Industrial Welfare Commission, as well as the Fair Labor Standards Act, which is paid on an hourly basis and is therefore entitled to earn overtime for all hours worked in excess of 8 in one day and 40 in one workweek.

TEMPORARY EMPLOYEE is defined as an employee working on a specific program with stated beginning and end dates. Temporary employee may not work any longer than six (6) months or 1,000 hours, whichever occurs first. If the employee's specific program is to extend beyond the specified months or hours, the position may be considered in the next budget cycle.

INTERIM OR ACTING EMPLOYEE is an appointment made or approved by the CEO/General Manager while STA recruits to fill a vacant position. The position may not work beyond six (6) months or 1,000 hours, whichever occurs first.

INTRODUCTORY PERIOD shall mean a trial period of time in which a new or promoted employee must demonstrate the ability, interest, skill and attitude required to effectively meet the requirements of the position. During the introductory period, an employee shall not be entitled to utilize the grievance procedure.

RANGE shall mean the minimum and maximum of salary rates for a particular position.

PURPOSE AND DESIGNATION OF AUTHORITY

In order to establish an equitable and uniform plan for addressing personnel matters, to attract and retain the best and most competent employees available, and to assure selection, promotion and compensation of employees based on merit and qualifications, the Human Resource Procedures are adopted for all employee classifications not otherwise included in a memorandum of understanding (MOU) or other similar agreement with a recognized employee representative organization, except as otherwise noted.

In order to retain necessary flexibility in the administration of policies and procedures, STA reserves the right to change or revise policies, procedures and benefits described in this document, other than the employment-at-will provisions, without notice whenever STA determines that such action is warranted.

Designation of Authority

The CEO/General Manager is responsible for the implementation and administration of all Board approved SunLine Transit Agency (STA) policies and procedures.

The CEO/General Manager, or his/her designee, shall ensure that Agency Policies and Procedures are administered to provide an effective organizational structure staffed with qualified employees receiving equitable treatment and advancement opportunities.

The CEO/General Manager, or his/her designee, shall ensure that the functions of personnel administration are developed and maintained in the best interests of STA and its employees.

Except as otherwise noted, the CEO/General Manager shall have final authority on interpretation and administration of all Agency Policies and Procedures as established by the Board.

AFFIRMATIVE ACTION /EQUAL EMPLOYEE OPPORTUNITY

SunLine Transit Agency is an Equal Employment Opportunity/Affirmative Action employer and is committed to a policy of equal employment opportunity for applicants and employees. As an equal opportunity employer, decisions made concerning employment with SunLine Transit Agency will not be based on race, sex, color, ancestry, national origin, alienage, gender, sexual orientation, religion, creed, age, marital status, family status, pregnancy, military status, veteran status, medical condition, disability, genetic information or any other legally protected status. Employment decisions will comply with all laws prohibiting discrimination. SunLine's employment practices seek to place employees in the job that best suits their abilities, interests, and skills, as well as SunLine's needs.

It shall be the policy of STA to hire the most qualified people to perform the various tasks necessary in providing an attractive and efficient transportation system at reasonable costs. An integral part of this policy is to provide equal opportunity to all applicants for

employment and to administer all personnel practices such as recruitment, hiring, training, promotions, and other terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, age, religion, sex, national origin, physical or mental disability, medical condition, sexual orientation, marital status, ancestry or genetic information, amnesty or veteran status.

It shall also be the policy of STA to take affirmative steps to recruit and hire the best qualified candidates from those classes of applicants who have been historically underrepresented in employment within the transit industry, to the extent required or permitted by applicable law.

HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION

In keeping with our commitment to provide a work environment that is free of discrimination, SunLine strictly prohibits and will not tolerate harassment, discrimination, or retaliation in any form, including sexual harassment and harassment based on any other protected characteristic, as set forth in this policy. Verbal, physical and visual conduct that creates an intimidating, offensive or hostile working environment or that unreasonably interferes with job performance is also considered harassment.

This policy applies to all employees of STA, as well as paid and unpaid interns, and volunteers. In accordance with state and federal law, STA prohibits all persons, including supervisors and managers, co-workers, and third parties from engaging in unlawful conduct against STA employees.

Employees who believe they have been the subject of harassment, discrimination, or retaliation must notify STA as soon as possible. Please contact STA's EEO Officer with complaints.

Employees may instead choose to relay their concern to any supervisor/manager. Any supervisor/manager who receives a complaint of harassment, discrimination, or retaliation must notify the EEO Officer immediately.

All harassment, discrimination, and retaliation complaints will be treated as confidentially as possible and investigated promptly, fairly and thoroughly in accordance with this policy. As set forth in this policy, retaliation against anyone making a complaint of harassment, discrimination, or retaliation, or assisting in the investigation of a complaint is strictly prohibited and will subject the offender to disciplinary action.

Information About Harassment

Sexual harassment is against the law. No manager or supervisor may threaten that an employee's submission to or rejection of sexual advances will influence wages, advancement, or any other term or condition of employment.

Unwelcome visual, verbal, or physical conduct of a sexual nature which creates a hostile, intimidating or offensive work environment is also prohibited.

In addition, harassment is also prohibited when based on an employee's protected class. "Protected class" includes race, color, age, sex, gender (including gender identity and gender expression), religion, national origin, physical or mental disability, medical condition, sexual orientation, marital status, ancestry or genetic information, military or veteran status, or any other class protected by state or federal law. This means that if an STA employee, public official or contractor directs unwelcome conduct toward an employee because of his or her protected class and the conduct has the purpose or effect of creating a hostile work environment for the employee, that individual has engaged in prohibited harassing conduct.

When harassment is reported, STA will take prompt and appropriate remedial action, including disciplinary action against the harasser(s), up to and including termination.

Any employee who feels he/she has been harassed, or who is aware of another employee who has been harassed, should immediately contact our Agency's representative responsible for receiving such complaints. No adverse employment action will be taken against an employee who submits a complaint he/she believes to be valid, or an employee who assists in the investigation of such a complaint--no matter what the outcome of the investigation.

Sexual Harassment Defined By Law

The Equal Employment Opportunity Commission (EEOC) "Guidelines on Discrimination Because of Sex" state:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

Thus, as defined by law, sexual harassment includes unwanted sexual advances, and visual, verbal, or physical conduct of a sexual nature. It includes suggestive remarks, unwanted touching, and pressure for sexual favors.

Conduct occurring off-duty, or outside of the workplace, may still constitute sexual harassment prohibited by this policy. Conduct involving individuals outside STA with whom an employee interacts in the performance of job responsibilities may also constitute a violation of this policy.

There are two types of illegal sexual harassment: quid pro quo and hostile work environment. Quid pro quo (this for that) is harassment that affects any aspect of an employee's terms or conditions of employment; for example, an offer of promotion by a supervisor in exchange for sexual favors. Hostile work environment is sexual harassment that creates a "hostile, intimidating, or offensive environment." A hostile environment can be created by verbal harassment (such as slurs or derogatory comments), physical harassment (such as offensive touching or interference with movement) and visual harassment (such as derogatory drawings and cartoons). Generally, hostile work environment harassment involves more than one incident--unless a single incident consists of outrageous conduct.

Employees who have a question about whether particular conduct is sexual harassment, contact STA's EEO Officer.

Retaliation

Anti-Retaliation Policy: STA prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment; or because of the employee's participation in an employment investigation, proceeding, or hearing. Any retaliatory adverse action because of such opposition or participation is prohibited and will not be tolerated. The procedures for reporting and investigating harassment and discrimination also apply for reporting and investigating retaliation.

1. **Examples of Opposition:** Opposition to perceived harassment or discrimination includes, but is not limited to, threatening to file or filing a harassment and/or discrimination complaint with the Department of Fair Employment and Housing ("DFEH") or court, or complaining or protesting about alleged harassment or discrimination to a supervisor, manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative.

2. **Examples of Participation:** STA will not tolerate retaliation against any individual because he/she has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state harassment or discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. STA also prohibits retaliation against somebody closely related to or associated with the employee exercising such rights.

3. **Examples of Adverse Action:** For purposes of this policy, an adverse action can include, but is not limited to, the following acts, when the act is taken because of the employee's opposition to harassment or discrimination, or because of the employee's participation in an employment investigation, proceeding, or hearing: disciplinary actions, negative performance evaluations, undesirable transfer, undesirable assignments, negative comments, unwarranted criticism, actions that harm the employee outside the workplace, undesirable change in benefits, undesirable change in work schedule, unwarranted exclusion from meetings or events, or undesirable change in work duties.

Option for Employees to Attempt to Prevent/Stop Harassment on Their Own

Employees who believe that they are being harassed (either sexually or based on another protected class as defined in this policy), may respond directly to that person regarding behavior that is offensive. Employees may also choose to immediately advise a supervisor/manager of any type of conduct believed to be harassing.

In addition, employees who are not comfortable trying to stop the harassment on their own, or believe that efforts to do so have been unsuccessful, should submit a complaint as explained in the next section.

Where to Submit a Complaint

Employees who believe that they have been the subject of harassment, should contact (by phone, mail, or a visit) STA's representative for complaints or any STA supervisor or manager. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. Supervisors or managers must report any complaints received immediately to the EEO Officer.

Employees also have the option of contacting the California Department of Fair Employment and Housing (DFEH) at <http://www.dfeh.ca> or the federal Equal Employment Opportunity Commission (EEOC), www.eeoc.gov.

Please note that the failure to use STA's internal complaint procedure may have an adverse effect on any claim under this policy if such claims are litigated.

Investigation of Complaints

1. STA's representative will discuss the complaint with the employee and obtain any additional information needed to investigate.
2. Complaints will be promptly, impartially, and thoroughly investigated by qualified personnel. The investigation will include obtaining information from the accused harasser and anyone who may have been a witness to the harassment. Statements made in the course of the investigation will be kept as confidential as practicable.
3. STA will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.
4. If harassment is found to have taken place, prompt and appropriate corrective action will be taken.
5. STA will follow up with the complainant to ensure that no further harassment takes place.

6. STA will ensure that no employee is subjected to retaliation because he/she made a complaint or participated in an investigation as a complainant, accused, or witness.

CODE OF ETHICS AND BUSINESS CONDUCT

STA is committed to the application of high ethical standards in the conduct of its business and has adopted the following code of ethics.

It is the practice of STA to conduct its business in accordance with applicable laws of the State of California, the United States of America, and in accordance with ethical standards of business conduct. All STA employees shall adhere strictly to these practices.

It is the responsibility of each employee:

- To protect the STA's assets, and those assets of others entrusted to us, including physical properties and confidential information, against loss, theft, and misuse.
- To handle all information accurately, honestly and properly and, where appropriate, confidentially.
- To refrain from giving, accepting or requesting gifts or favors which could improperly influence the recipient.
- To perform assigned tasks in a responsible, reliable and cooperative manner and with a commitment to high levels of productivity and quality.
- To represent STA in a manner which is law abiding and sensitive to the needs and justifiable expectations of the public and of the people we serve -- our passengers, fellow employees, subcontractors, vendors and suppliers, and local and national communities and governments.

No less than the standards set forth above can be accepted. Violations can lead to disciplinary action, dismissal or prosecution.

STANDARDS OF CONDUCT/AT-WILL EMPLOYMENT

STA requires order and discipline to succeed and to promote efficiency, productivity, and cooperation among employees. For this reason, we find it helpful to identify some examples of types of conduct that are not permitted and that may lead to disciplinary action, possibly including immediate discharge. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples.

1. Insubordination, including improper conduct toward a manager/supervisor or refusal to perform tasks assigned by a manager/supervisor in the appropriate manner.

2. Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on Agency property, on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by STA.
3. Release of confidential information about STA or its employees.
4. Theft or unauthorized removal or possession of property from the Agency, fellow employees, customers or anyone on STA property.
5. Altering or falsifying any time-keeping record.
6. Absence for more than three (3) consecutive workdays without notice to the manager/supervisor or department chief, unless a reasonable excuse is offered and accepted by STA.
7. Falsifying or making a material omission on an employment application or any other Agency record.
8. Misusing, destroying or damaging STA property, or property belonging to a fellow employee, a customer, or a visitor.
9. Fighting or threatening physical violence on duty or anytime on STA property.
10. Bringing dangerous or unauthorized materials on STA property, such as explosives, firearms or other similar items.
11. Misconduct.
12. Unsatisfactory performance.
13. Violation of the harassment , discrimination, and retaliation prevention policy.
14. Lying, dishonesty, omitting or failing to report information required to be reported.
15. Submitting fraudulent workers' compensation documents.
16. Being convicted of a felony or misdemeanor which demonstrates that the employee may not be fit to perform the duties of his or her position or which reflects negatively on the Agency.

However, since the employment relationship is at-will, an employee may be terminated for any of these reasons or for no reason so long as the reason is not unlawful.

PROGRESSIVE DISCIPLINE

It is the policy of STA to take appropriate disciplinary action when employees are found to have violated STA policies, procedures, work rules, or otherwise conduct themselves in an unprofessional or inappropriate manner.

Appropriate disciplinary action may involve progressive disciplinary measures; or may result in immediate discharge. Discipline may include verbal warning, written warning, suspension, and termination. Nothing in this Employee Handbook changes the at-will nature of the employment relationship. Bargaining unit employees are required to abide by all STA work rules and standards of conduct and are subject to the disciplinary guidelines established in the MOU. No one other than the CEO/General Manager has the right or the authority to enter into any written or verbal agreement for different terms of employment.

While it is impossible to list every type of behavior that may result in disciplinary action, this handbook is an important guide. It communicates the spirit and substance of STA's major commitment, goals, policies, prohibitions and expectations of its employees. STA's policies, procedures and work rules outlined in this Employee Handbook are not all-inclusive and may be changed periodically at the Agency's sole discretion.

SAFETY

Safety and regulatory compliance is management's first consideration when developing and implementing policies, procedures and programs affecting the Agency's operation.

Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. Accordingly, STA emphasizes "safety first" and expects all employees to take steps to promote safety in the workplace.

Parking Lot Safety & Security

- Employees must park in non-visitor and non-carpool (unless authorized) parking spaces.
- Employees shall follow all signs relating to right-of-way and proper direction of travel. Parking lot speed limit is 10 mph.

Reporting Unsafe Conditions

It is the responsibility of every employee to be aware of their surroundings and to report any unsafe or unsecure condition to their supervisor or the Safety Department. STA has established a program through which employees can identify and make suggestions relating to safety issues. All suggestions or issues identified are addressed at the Agency's Safety Committee meetings.

First Aid

STA provides basic first aid supplies for employee use. First aid supplies are located throughout the facility. First aid kits should be visible or a sign should be displayed indicating its location. Any injury, no matter how minor, should be reported to a manager/supervisor immediately.

VIOLENCE IN THE WORKPLACE

STA has a zero tolerance for violence in the workplace. If an employee engages in any violence in the workplace, or threaten violence in the workplace, his/her employment will be terminated immediately. No talk of violence or joking about violence will be tolerated. "Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities (whether seriously or in jest). It is our intent to ensure that everyone associated with this Agency, including employees and customers, never feels threatened by any employee's actions or conduct.

In an effort to fulfill this commitment to a safe work environment for employees, customers, and visitors, STA has established the following rules:

1. Access to the Agency's property is limited to those with a legitimate business interest.
2. All visitors must register with the receptionist.
3. All weapons are banned. STA specifically prohibits the possession of weapons by any person while on Agency property. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while performing services off the Agency's business premises. Weapons include guns, knives, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action will be taken against any employee who violates this policy.
4. No talk of violence or joking about violence will be tolerated. "Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities (whether seriously or in jest). It is not a defense to later state that the threat was not serious or was made jokingly.

Reporting Violence

It is everyone's responsibility to prevent violence in the workplace. Employees can help by reporting what they see in the workplace that could indicate that a co-worker is in trouble. Employees are in a better position than management to know what is happening with those they work with.

Employees are encouraged to report any incident that may involve a violation of any of the Agency's policies that are designed to provide a safe workplace environment. Concerns may be presented to an employee's manager/supervisor, or to the Human Resources Department. All reports will be investigated and information will be kept confidential.

DRUG-FREE WORKPLACE

STA has established a drug-free awareness program that informs employees about the dangers of drug abuse in the workplace (through employee meetings, seminars, printed material, etc.), and encourages employees to utilize the Employee Assistance Program (EAP) for alcohol and/or drug abuse and other personal/emotional problems.

Employees must notify STA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. If an employee is convicted of a drug abuse violation, he/she shall be subject to disciplinary action, up to and including termination, and/or the employee will be referred to the EAP for rehabilitation.

Any decision to discipline, discharge or require participation in the EAP will be carried out in conformance with STA's Drug and Alcohol Policy, Policies and Procedures, the Memorandum of Understanding and/or appropriate state and federal laws and regulations.

When an employee is convicted of a drug statute violation occurring within the workplace, STA is required to report the incident to the federal government in accordance with the Drug Free Workplace Statute.

STA prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while on duty, subject to duty, on Agency property or at other transit facilities.

IMMIGRATION LAW COMPLIANCE

STA is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship and national origin. In compliance with federal law, each new employee, as a condition of employment, must complete the Employment Eligibility (Form I-9) and present documentation establishing identity and employment eligibility. Former employees who have been rehired must also complete the form if they have not completed an I-9 within the past three years.

LABOR RELATIONS PHILOSOPHY

Specific STA employees and employee classifications are currently represented by the Amalgamated Transit Union (ATU), Local 1277. Employees represented by ATU will be provided a copy of the Memorandum of Understanding (MOU) so they will understand the rights, privileges and membership requirements they must observe with union membership.

No part of this “Employee Handbook” is intended to supersede the MOU. If the MOU does not address a topic, the Employee Handbook will apply, providing guidelines, practices, rules and instruction for Agency administration and standards of operation. Members of ATU Local 1277 should refer to the MOU for additional information.

AMERICANS WITH DISABILITIES ACT (ADA) /FAIR EMPLOYMENT AND HOUSING ACT (FEHA)

To comply with requirements under the ADA/FEHA regarding equal employment opportunities for qualified individuals with a disability, STA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources to discuss the need for an accommodation. STA will engage in an interactive process with the employee to identify possible reasonable accommodations, if any, that will help the applicant or employee perform the job.

An employer is required to make a reasonable accommodation to the known disability of a qualified applicant or employee if it would not impose an "undue hardship" on the operation of the employer's business. Undue hardship is defined as an action requiring significant difficulty or expense when considered in light of factors such as an employer's size, financial resources, and the nature and structure of its operation.

An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

Nothing in this Employee Handbook is intended to conflict with STA’s legal obligation to provide certain reasonable accommodations as required by state and federal laws. Nothing in this policy is intended to prevent or discourage employees from requesting such accommodations.

SECTION 2: EMPLOYMENT

SELECTION OF EMPLOYEES/PERSONAL RELATIONSHIPS IN EMPLOYMENT

To establish the Agency’s policy on selection of employees and personal relationships in employment.

The CEO/General Manager shall be considered the appointing authority for all positions and shall be responsible for approving the development of job descriptions for each position, and for the selection and termination of all employees in accordance with the established Human Resource policies and procedures and STA rules and regulations.

The CEO/General Manager may delegate responsibility as the appointing authority when appropriate.

Nepotism

To prevent the risk of close family relationships adversely affecting job performance or creating a conflict of interest, STA will not employ an immediate family member in a position with responsibility to supervise another immediate family member. Immediate family for the purposes of this policy shall mean individuals who are related to employee by blood, marriage, registered domestic partnership, or adoption including the following relationships: father, father-in-law, mother, mother-in-law, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, son-in-law, daughter-in-law, child, step-children, aunt, uncle, niece, nephew, grandparent or grandchild.

In addition, STA prohibits employees who are married or involved in a personal relationship from being in supervisor-subordinate roles in the workplace. A conflict arises if one employee in the relationship directly supervises, works in a position where an employee verifies monies received by, or has access to confidential records concerning a relative or someone with whom the employee has a close, personal relationship.

For purposes of this policy “directly supervises” includes one or more of the following roles, undertaken on a regular, acting, overtime, or other basis:

- Occupying a position in an employee’s direct line of supervision; or
- Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
- Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, termination, assignments, and approval of merit increases, evaluations, and grievance adjustments.

These relationships could lead to claims of favoritism and affect morale. Any supervisory employee involved in these types of relationships should notify his or her manager/supervisor immediately. STA may take any reasonable and appropriate measures to eliminate the conflict, if necessary, based on the best interests of the Agency.

BACKGROUND INVESTIGATIONS

STA performs background investigations to obtain personal, educational and employment background information on a job applicant that could verify information received during the employment hiring process, clarify discrepancies, provide new information, and assist in making an appropriate selection and placement decision.

New Applicants

Background investigations are made prior to the hiring decision. Information received from a background investigation source should be recorded on a separate form and not on an application or resume. Background information is to be treated confidentially.

Background investigations may be conducted by a third party administrator and include, but are not limited to, verification of employment history, social security identification, education (if applicable), credit history (if applicable) and criminal history.

Verification of Current/Past Employment

When employment verification is requested (telephone or written) on a current or past employee of the Agency, only dates of employment, job title, and salary will be given, unless prior written authorization to release any other information is given by the current or former employee.

It is the policy of STA to provide employment verification only for employment references. If any requests for employee references are received, they shall be referred to the Human Resources Department.

Letters of reference on former employees or current employees will be issued by the Human Resources Department on Agency letterhead.

PHYSICAL EXAMINATIONS

As part of the hiring process, and after a conditional offer of employment is made, every candidate selected for designated full-time, part-time, temporary, intern or on-call position by STA may be required to pass a medical examination. To determine whether applicants are capable of performing the essential functions of the position, with or without restrictions.. For those positions requiring heavy lifting, a functional capacity test will also be conducted. All such examination results must be certified by a qualified licensed physician selected by STA. Results of all examinations are strictly confidential. The examination costs shall be paid by STA.

STA shall provide physical examinations to employees who are required, as a condition of employment, to possess a California Commercial Driver's License (Class B).

All safety sensitive pre-employment physicals shall include a drug test/urinalysis.

ORIENTATION PROCEDURES

The Human Resources Department is responsible for developing and implementing an orientation procedure for introducing a new employee to the policies, procedures, facilities and people associated with the individual's employment.

In order to provide an appropriate orientation, the Human Resources Department's orientation will incorporate procedures consistent with the guidelines indicated as follows:

1. An orientation checklist should be used by the Human Resources Department and the supervisor/manager or department chief to provide structure to the orientation subjects covered with the new employee.
 - a. STA's policies and procedures will be covered by the Human Resource Department on a "walk-through" basis highlighting the key benefits and policies established by the Agency.
 - b. Keys, safety and/or other equipment (if applicable) will be issued to the individual by the Human Resources Department, Safety and Security Department, or the supervisor of the individual on the first day of employment.
2. Human Resources, the supervisor/manager or department chief will introduce the individual to other Agency employees and conduct a tour of the facility.
3. Supervisors should establish a format for instructing the new employee in the duties and responsibilities of the position, department procedures and practices, etc.
4. The Human Resources Department will conduct a post-orientation evaluation and contact the employee and the responsible department chief thirty (30) to sixty (60) days after date of hire to determine if they have any questions regarding their position, policies, benefits, etc.

INTRODUCTORY PERIOD

All new, rehired and promoted employees work in an "introductory" status for the first six (6) months after their date of hire/promotion. This "getting acquainted" or "introductory period" gives the manager/supervisor the opportunity to determine the ability with which the employee performs his/her job. It also provides the employee with the opportunity to decide if he/she is satisfied with the position. The employer reserves the right to extend the duration of the introductory period when such an extension is determined appropriate at the employer's sole and absolute discretion.

Upon completion of the introductory period, a performance evaluation will be conducted to ascertain the advisability of continued employment. The employee will be advised in writing if and when the introductory period is satisfactorily completed. Completion of the introductory period is not a guarantee of continued employment. Either the employee or the employer may terminate the employment relationship at-will, at any time, for any reason, during or after the introductory period, either with or without cause or advance notice.

Successful completion of the introductory period is not intended to and/or does not confer upon the employee's permanent rights to his/her position.

Any employee promoted to a new position shall have the option of returning to his/her former position, if available, within this six (6) month period. The date of promotion becomes the anniversary date for the purpose of granting merit increases (if applicable).

PERFORMANCE EVALUATIONS

An employee performance evaluation is a vital link of communication between the manager/supervisor and the employee. It can serve as a guide for discussion and as documentation of the employee's responsibilities, performance and development. Performance evaluations should be conducted at minimum, once a year.

Guidelines:

1. The manager/supervisor will evaluate the employee's performance using the established appraisal guidelines.
2. The manager/supervisor will instruct the employee to complete a self-evaluation form and request that they conduct a self-evaluation.
3. The manager/supervisor will forward the completed evaluation to the department chief for review and approval. Thereafter, the evaluation will be returned to the manager/supervisor to be used, along with the employee's self-evaluation, as a basis for discussion during the appraisal interview.
4. The manager/supervisor or department chief will schedule a mutually convenient appointment with the employee to discuss the evaluation ratings.
5. The employee and manager/supervisor or department chief should discuss each objective and rating and list any objectives or goals that should be accomplished within a certain time frame.
6. The employee's manager/supervisor will provide the employee with a copy of the evaluation.
7. The employee's manager/supervisor will send the original evaluation to the Human Resources Department to be placed in the individual's personnel file.

Note: The CEO/General Manager shall provide approval for all formal performance evaluations rated "extraordinary" by the employee's manager/supervisor.

PERSONNEL RECORDS

General Provisions.

1. STA maintains a personnel file on each employee. The personnel file may include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.
2. Personnel files are the property of STA and shall be maintained by the employer in strict confidence. Access to the information contained therein is restricted, except as permitted by law. Only supervisors and management personnel of STA, or other authorized STA representatives, who have express authorization from Human Resources and a legitimate reason to review information in a file are allowed to do so without being subject to the procedures set forth in this section.
3. As provided by law, letters of reference, recruitment files, and reports regarding ongoing investigations concerning a current or former employee shall be excluded from the provisions of this policy. In addition, names of all non-supervisory employees shall be redacted from records to be provided under this policy.
4. Supervisor/managers and department chiefs must not retain original personnel documents. All original personnel documents must be filed in the employee's personnel file.
5. If a current or former employee files a lawsuit for which his/her personnel records are relevant, his/her right to inspect and receive copies of his/her personnel file, or to authorize another individual to do, so shall cease during the pendency of the lawsuit in the court with original jurisdiction.
6. Employees must immediately report any change of name, address, telephone number, marital status, number of dependents, military classification, beneficiary information, additional education, or other similar personnel-related changes, to the Human Resources Department.

Inspection of a Current or Former Employee's Personnel File.

1. A current or former employee wishing to inspect his/her personnel file must submit a written request to Human Resources, along with reasonable proof of identity, if requested.. A form that may be used for this purpose is available from Human Resources. A current or former employee who seeks to authorize another person to inspect copies of his/her personnel file must provide a satisfactory written authorization in addition to the written request and proof of identity.

2. Human Resources shall issue a written notice setting a date for inspection of the personnel file within thirty calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of STA's policy, or law, involving harassment or workplace violence, STA shall have discretion to mail a copy of the personnel file at STA's expense instead of scheduling an in-person inspection.
3. A current employee may inspect his/her personnel file at the place the employee reports to work, or may instead consent to inspect his/her personnel file at the Human Resources Department without loss of compensation. Inspection by former employees and authorized representatives shall take place at the Human Resources Department unless otherwise mutually agreed in writing by STA, and may require additional reasonable proof of identity.
4. A designated Human Resources representative or other authorized employee must be present throughout the inspection. No personnel files nor contents of personnel files shall be removed from the place of inspection without advance written authorization from the C.E.O./General Manager.

Obtaining Copies of a Current or Former Employee's Personnel File.

1. A current or former employee wishing to obtain copies of documents or other materials in his/her personnel file in person or by mail must submit a written request to Human Resources along with reasonable proof of identity. A current or former employee who seeks to authorize another person to obtain copies of his/her personnel file must provide a satisfactory written authorization along with the written request. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.
2. Human Resources shall issue a written notice setting a date on which the requested copies may be picked up in person during the normal business hours of the Human Resources Department and identifying the cost of reproduction that must be paid to STA at the time of pick up. The date for in-person pick up of the documents shall be no more than thirty calendar days after receipt of the request in Human Resources. With the requesting person's written consent, that date may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of STA policy, or law, involving harassment or workplace violence, Human Resources shall have discretion to mail a copy of the personnel file at the expense of STA instead of scheduling an in-person pick up.
3. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by Human Resources shall also identify the additional actual postage expenses for which the requesting person must reimburse STA prior to receipt of the copies.

Limits on Frequency of Exercise of Rights to Inspect or Receive Copies of Personnel Files:

1. Current employees shall be entitled to exercise rights under this policy to inspect and obtain copies of personnel records at reasonable intervals upon reasonable notice in accordance with this policy.
2. Former employees shall be entitled to exercise rights under this policy to inspect or receive copies of their personnel records once per year.
3. STA shall comply with a maximum of 50 requests per month filed under this policy by one or more representatives of current employees.

Inspection or Copying of Payroll Records.

A current or former employee wishing to inspect or obtain copies of any data related to his/her compensation must submit a written request to Human Resources, along with reasonable proof of identity. Human Resources shall issue a written notice setting a date within twenty-one calendar days of receipt of the request on which the current or former employee may inspect or pick up copies of the payroll records during normal business hours. If the current or former employee has requested copies of payroll records, the written notice from Human Resources shall also identify the cost of reproduction that must be paid to STA at the time of pick up.

GRIEVANCE PROCEDURES

Purpose and Scope of Grievance Procedure. The following grievance procedure shall be used to resolve employee complaints that STA violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in this Handbook or other STA written personnel policies. Specifically excluded from the grievance procedures are the following:

1. Performance evaluations or performance improvement plans;
2. Deferred or denied merit salary increases;
3. Verbal or written counseling;
4. Any disciplinary action or the process of imposing discipline;
5. Policy decisions of the STA Governing Board;
6. Prefatory, aspirational, or philosophical statements regarding STA's operational principles and goals, including, but not limited, to the "Welcome" provisions of this Handbook;
7. Matters for which there is a separate appeal provided in this Handbook or applicable personnel policy.

General Provisions.

1. Non-retaliation. STA shall not retaliate against any employee because of good faith use of the grievance procedure.
2. Time periods.
 - Failure at any step of this grievance procedure to fully and timely comply with the requirements of this Section shall be deemed a waiver of the employee's rights to proceed under this Section.
 - Failure by STA at any step of this grievance procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
 - Failure of the aggrieved employee, at any step of this grievance procedure, to submit the decision on a grievance to the next step within the specified time limit and including specified content shall be deemed acceptance of the decision rendered.
 - The time limits specified at any step in this grievance procedure may be extended by mutual, written agreement.
3. Time off work. Reasonable time off without loss of pay shall be given to an employee who has a grievance to permit him/her to participate in a grievance conference. However, an employee shall not be entitled to time off to prepare for his/her grievance meetings.
4. Conferences. Grievance conferences between management and the employee will normally be conducted during the employee's regularly scheduled working hours at a mutually convenient time.
5. Referral to Alternate Manager. If a grievance regards conduct by the supervisor or manager who would be responsible for hearing the grievance at any step in the grievance procedure set forth below, the aggrieved employee may instead submit the grievance to Human Resources, or if the grievance regards conduct by Human Resources, to the C.E.O./General Manager.

Steps for Grievance Procedure.

1. Step One. The employee will inform his/her immediate supervisor of the grievance within ten working days after the employee knows, or in the exercise of reasonable diligence should have known, of the events or circumstances giving rise to the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. The employee and the supervisor will discuss the grievance. The supervisor will, within ten working days of the discussion, issue a written decision to the employee.
 - (a) If the employee has no immediate supervisor, other than a department chief, the

employee may combine Step One and Step Two by first discussing the grievance orally and then submitting a formal written grievance if not satisfied by the outcome of the discussion with the department chief.

2. Step Two. Within ten working days from receipt of the written decision from the supervisor, the employee, if he/she wishes to appeal the decision, will submit his/her formal grievance to the department chief. The grievance shall be presented in writing and must include the following: a statement of the event(s) causing the grievance; the provision of the Handbook or personnel policy alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully provide all required information may result in a delay in processing the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. The department chief or his/her designated representative will, within ten working days of the notification as required above, have a discussion with the employee concerning the grievance. The department chief or his/her designated representative will, within ten working days of the discussion, issue a written decision to the employee.

3. Step Three. Within ten working days from receipt of the written decision from the department chief, the employee, if he/she wishes to appeal the decision, will submit his/her formal grievance to Human Resources. The grievance shall be presented in writing and must include the following: a statement of the event(s) causing the grievance; the provision of the Handbook or other policy alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully provide all required information may result in a delay in processing the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. A designated Human Resources representative will, within 20 working days of the written notice, issue a written decision to the employee. The decision of Human Resources will be final and binding, and no further appeal may be had under STA's administrative processes.

REHIRES

When former employees apply to be rehired, they will be evaluated on the same basis as other applicants. However, special consideration will be given to past job performance, the circumstances surrounding termination of previous employment, and the former employee's knowledge of STA's procedures, functions, and requirements of the position being sought. Further details are available from the Human Resources Department.

Note: the rehiring of any employee must be approved by the CEO/General Manager, or his/her designee.

SECTION 3: WORK TIME AND COMPENSATION

WORKWEEK, OVERTIME

This section defines the workday and workweek and establishes a means of uniformly administering overtime scheduling and compensation practices. These guidelines apply to employees working a regular schedule (8 hours per day, 5 days per week) and not to employees working a flex- time/compressed workweek schedule.

The CEO/General Manager, or his/her designee may designate non-standard work hours or days on an as-needed basis.

Work performed by non-exempt employees in a regular workweek in excess of forty (40) hours shall be considered overtime, and shall be paid at one and one-half (1 1/2) times the regular rate of pay. Overtime hours worked must be recorded immediately on the appropriate timesheet form.

It is important to point out that all employees will be expected to work reasonable amounts of overtime hours according to STA's needs.

Non-exempt employees are paid an hourly rate; exempt employees are paid on a salary basis and are not eligible for additional compensation for overtime hours worked. Bargaining unit employees should refer to the MOU.

Time worked and to be charged as overtime must be approved in advance by the department chief, except as noted below.

In an emergency situation, overtime may be worked without prior authorization provided it can be subsequently justified and approved by the department chief.

Employees who work overtime in non-emergency circumstances without obtaining sufficient prior authorization will be subject to discipline, up to, and including, termination.

ALTERNATIVE WORK SCHEDULE (AWS) / FLEX SCHEDULE

It is STA's policy to consider AWS when mutually beneficial to employees, the Agency's operations and customers. AWS is a schedule whereby an employee's workday varies in its starting and ending times from the standard schedule.

AWS is considered successful when it mutually meets the employee's needs and maximizes performance for STA. It requires a dynamic process of cooperation involving employees, managers/supervisors to ensure proper planning, scheduling, and overall implementation.

AWS may not be appropriate for some positions or some departments. Employees may explore this opportunity with their manager/supervisor. The department chief of each section will be responsible for AWS recommendations. The Human Resources Department is responsible for ensuring the consistent and equitable application of AWS

throughout STA. Accordingly, all applications for AWS must be approved and monitored through the Human Resources Department.

The CEO/General Manager authorizes implementation of the AWS, flextime work week schedule on an annual basis. Changes in workload, employee performance, funding, legal mandates, changing legal interpretation, or needs of the Agency, may cause the CEO/General Manager to cancel the AWS flextime schedule at any time without prior notice.

REST AND MEAL PERIODS

Rest and Relief Periods

- Rest periods must be taken in fifteen (15) minute increments and are not to be combined with meal period nor scheduled during the last fifteen (15) minutes of the workday. Individuals may take up to two (2) rest periods per eight (8) hour shift, scheduled in advance with the employee's supervisor.
- Every person is expected to be responsible; and, managers/supervisors or department chiefs will counsel people who violate this policy.

Meal Periods

- No one is expected to work more than 5 (five) consecutive hours without taking at least a 1/2 hour meal period.
- Employees working more than six (6) hours must take at least a 1/2 hour meal period before the end of the fifth hour worked.
- The normal length of time for a meal period for a full-time employee is one (1) hour, and is not compensated.

HOLIDAYS

The days outlined below have been designated as fixed holidays for full-time and part-time employees:

- New Year's Day
- Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day*
- Christmas Day*

*Thanksgiving Day and Christmas Day are both holidays on which the entire Agency is closed and does not provide transit service. On all holidays listed above, the Administration offices are closed.

Earned Time Off (ETO) hours will be used for all of the above-listed holidays. If a manager/supervisor requires that an employee work on one or more of the above-listed holidays, non-exempt or hourly administrative employees will be compensated with premium pay. See the Human Resources Department for specifics. Bargaining Unit Employees should refer to the MOU.

Floating Holidays: The following floating holidays may be offered as an employee benefit at STA's discretion.

- President's Day
- Columbus Day

As with other holidays, employees will be required to use ETO hours for time off on floating holidays.

VACATION

Paid vacation is defined as ETO, or Earned Time Off, for Administrative Employees only. Paid vacation is defined as VTO, or Vacation Time Off, for Bargaining Unit Employees only. (Refer to MOU)

STA provides paid vacation to full-time and part-time employees. ETO hours accrue according to the hours paid in each pay period. ETO may not be used as paid time during the employee's initial introductory period, without approval. Accruals will be based on no more than 80 hours in a single pay period. The rates at which vacation accrues are as follows: (see MOU for bargaining unit employees.)

NON-EXEMPT		
<u>LENGTH OF SERVICE</u>	<u>ACCRUAL PER 80 PAID HOURS</u>	<u>YEARLY MAXIMUM</u>
0 through 4 years	7.39	192 hrs.
5 through 9 years	8.93	232 hrs.
10 through 19 years	10.47	272 hrs.
20 through 24 years	12.00	312 hrs.
25 years and over	13.54	352 hrs.
EXEMPT		
<u>LENGTH OF SERVICE</u>	<u>ACCRUAL PER 80 PAID HOURS</u>	<u>YEARLY MAXIMUM</u>
0 through 9 years	9.85	256.1 hrs.
10 through 19 years	11.53	299.78 hrs.

20 through 24 years	13.26	344.75 hrs.
25 years and over	14.98	389.56 hrs.

The maximum total of accrued ETO may not exceed 500 hours at any time. No further ETO will be credited until hours are used.

Pay in lieu of ETO is permitted by approval of the respective department chief and Human Resources Department, or designee. Such pay in lieu of taking ETO may be sold back twice in a revolving 12-month period. In order to qualify for a sell back, at least 40 consecutive hours of ETO must have been taken as paid time off, and an 80-hour balance must remain in the ETO/VTO. The CEO/General Manager has the discretion to allow exceptions to this rule.

Payroll maintains the accrual records for each individual employee. A current accrual count is provided on each payroll check stub.

Scheduled time away must be approved in advance by an employee's manager/supervisor. As vacation scheduling is done at the beginning of each calendar year, if there are conflicts of dates requested, the manager/supervisor will resolve the matter in the most fair and equitable manner, usually by seniority. All employees, including management, are expected to schedule their vacation time.

ETO/VTO is paid at the employee's base pay hourly rate effective at the time the vacation is taken.

Should employment terminate, the employee will be paid for all accrued ETO/VTO. Such benefits will be paid promptly upon termination and will be included in the final paycheck.

Scheduling Vacation (ETO/VTO)

- Approval must be obtained from the immediate supervisor or department chief at least two (2) weeks prior to taking ETO/VTO.
- The approved time off will be recorded as ETO or VTO on the employee timesheet for the pay period in which the leave time was taken.
- Employees should utilize Outlook Calendar, Outlook Out-of-Office Assistant and Alternate Voice Mail message for scheduled Vacations.
- It is the responsibility of the manager/supervisor and/or department chief to keep track of scheduled time off of their staff.

PAYDAY

Payday is the Friday following the Saturday which completes the 2-week pay period. There are 26 pay periods in the year. In the event a holiday falls on the Friday, payday is the day prior. Forms for direct deposit of payroll checks are available through Payroll or the Human Resources Department.

PAYROLL DEDUCTIONS

State and federal payroll taxes are collected in accordance with legal requirements. Each employee must complete a withholding exemption certificate (W-4) at the time of hire. This information determines the amount of income taxes withheld. Any changes in information such as family status, dependents, name, address, etc. should be brought to the attention of the Human Resources Department so that withholding levels are correct. A statement of earnings and taxes withheld is supplied to employees each year.

STA employees are not subject to withholding for social security (FICA), except for the Medicare portion; nor are they subject to a deduction for state disability insurance (SDI). Employees are required, however, to purchase short term disability insurance through the STA benefits program. This benefit is explained in the Benefits Section. Temporary STA employees are subject to social security withholding; however, they are not eligible to purchase short term disability insurance.

GARNISHMENTS

STA is required by law to recognize certain court orders, liens and wage assignments. The Finance Department will advise an employee of receipt of an assignment. The Finance Department will assess a fee, allowable under the law, for processing wage garnishments.

SECTION 4: ATTENDANCE AND LEAVES

SICK LEAVE

STA offers paid sick leave to regular full-time, part-time and temporary employees in the event of a non-occupational illness/accident. Bargaining unit employees should refer to the MOU.

Any time off in a workweek, whether due to paid or unpaid leave, is excluded in computing whether an employee has worked more than 40 hours in a workweek, for purposes of determining entitlement to pay at an overtime rate.

Any employee absent for more than three (3) consecutive work days due to an illness or injury will be required to submit a doctor's release before they may return to work, or to comply with any other applicable terms under this Handbook, as advised by Human Resources.

Eligible employees accrue 3.08 hours of sick time per 80 hours worked, to a maximum of 80 hours per year. Unused sick leave accruals will carry-over from year to year, unless cashed-out by a full-time employee in accordance with the sell-back provisions in this Handbook. Accruals begin on the first day of part-time or full-time employment. Accrued sick time may not be taken as paid time off during the first 90 days of a new employee's initial introductory period.

Temporary employees are eligible to receive 24 hours, or the equivalent of three (3) of the employee's usual shifts, whichever is greater, of sick time per year. Temporary employees are entitled to use sick time beginning on the 90th day of employment with STA. On the temporary employee's anniversary date of hire, and every subsequent year of temporary employment, all sick time balances will reset to 24 hours, or the equivalent of three (3) of the employee's usual shifts, whichever is greater. Any unused leave will be forfeited and will not carry-over past the next anniversary date. Temporary employees may not cash out unused sick time.

In the event employment terminates, no portion of remaining sick leave is payable. Sick hours for full-time and part-time administrative employees may be credited as days worked for determining length of service under STA's Retirement Plan.

Employees are not eligible for sick leave while on vacation or when observing a holiday, unless otherwise required by applicable law. Sick leave is not allowed for otherwise unexcused tardiness, and cannot be used as additional vacation days.

If STA determines that an employee is abusing the sick leave program, that employee will be subject to disciplinary action, up to and including termination.

Sick leave may be applied to:

- Employee illness or health appointments for examination.
- Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by STA that the presence of the employee on duty would endanger the health of others.
- Employee is a victim of domestic violence, sexual assault or stalking.
- Illness of, or health appointments for, a member of the employee's immediate family (parents, grandparents, sisters, brothers, spouse, registered domestic partner, children, grandchildren, and/or spouse's or registered domestic partner's parents, grandparents, sisters, brothers, children, and grandchildren)-.

Employees are required to call in to their manager/supervisor at least one hour before the beginning of their shift to report their need to use sick leave for each day of absence/illness or to report the length of a doctor's off-work order. Consideration shall be given to emergency situations that reasonably prevent the employee from providing advance notice to his/her manager/supervisor including, but not limited to accident, injury, or hospitalization. In emergency situations, employees must provide notice of the need for leave as soon as practicable. Managers/supervisors must report absences of three or more consecutive days, or any evidence of suspected abuse to Human Resources immediately for further action.

Employees may furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of a need for sick leave, in response to notice from Human Resources regarding suspected abuse of sick leave or as permitted or required by applicable law.

An employee who has been absent from work due to his/her own illness or injury may be required, depending on the nature of the illness or injury, to provide Human Resources with a medical certification releasing him/her to return to work, with or without restriction.

Sick leave will be paid in an amount equal to the employee's regularly scheduled workday, excluding overtime (except as specified below).

Sick hours will be recorded on the employee timesheet under sick leave for the pay period in which the sick time was taken.

SICK LEAVE SELLBACK

Each full-time employee will be given the option of carrying-over sick time hours from year to year, or receiving payment for the unused hours. Part-time and temporary employees are not eligible for sick pay sellback. Employees will be notified of available hours to sell back in late October/early November of each year. The employee then notifies STA on the required form within the required time period of the requested amount of sick time they wish to sell. The payment for those sick hours sold will be included in the first paycheck issued in December. Any request for sellback of sick leave that would result in a balance lower than a required minimum balance of 40 hours will not be approved. (Required minimum balance is subject to change.)

FAMILY AND MEDICAL CARE LEAVES OF ABSENCE

STA recognizes that there are situations when a leave of absence may be necessary for family or medical care reasons. This section will provide employees with a general description of their rights under the Federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). Where permitted by law, the above leaves will run concurrently.

Additional definitions and other provisions governing employees' rights and obligations under the FMLA, CFRA, and PDL that are not specifically set forth below are set forth in the Department of Labor's FMLA regulations (29 C.F.R. § 825.00 *et seq.*) and the

California Department of Fair Employment and Housing's CFRA regulations (2 C.C.R. § 11087 *et seq.*) and PDL regulations (2 C.C.R. § 11035 *et seq.*) This Policy is deemed to include such regulatory provisions, including subsequent revisions to such regulatory provisions, except where expressly contradicted by the terms of this Policy.

Qualifying Reasons for FMLA/CFRA Leave

Eligible employees may be granted up to 12 weeks of unpaid, job-protected FMLA/CFRA leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Eligibility for FMLA/CFRA Leave and Amount of Leave Entitlement

- Employees are eligible for FMLA and CFRA leave if they have been employed with STA for at least twelve (12) months, have performed at least 1250 hours of service with STA during the previous twelve months prior to the commencement of leave, and are employed at a work-site at which STA employs fifty (50) or more employees within a seventy-five (75) mile radius of the work-site.
- Eligible employees may be granted up to an aggregate total of twelve (12) workweeks of leave during a rolling twelve (12) month period. Entitlement to leave will be determined by looking at the preceding twelve months from the date that leave is scheduled to be taken. If the employee has not taken more than twelve weeks in the preceding twelve months, the employee will be entitled to take leave for an FMLA/CFRA-qualifying reason.
- Leave can be taken intermittently or on a reduced leave schedule when medically necessary.

Military Family Leave under the FMLA

Eligible employees with a spouse, registered domestic partner, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week FMLA leave entitlement to address certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The leave may commence as soon as the individual

receives the call-up notice. This type of leave is counted toward the employee's 12-week maximum of FMLA leave in a 12 month period.

FMLA also includes special leave that permits eligible employees to take up to 26 weeks of leave to care for a spouse, son or daughter, parent or next of kin covered service member during a single 12- month period. Next of kin means the closest blood relative of the injured or recovered service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

California Pregnancy Disability Leave Law

Employees who are disabled due to pregnancy, may take leave under the California Pregnancy Disability Leave Law (PDL) up to 4 months for the time of disability either due to pregnancy or due to childbirth. There is no eligibility requirement for pregnancy disability. It shall run concurrently with FMLA, if applicable. Provided that an employee is eligible for CFRA leave, she may be eligible to request additional time off to bond with her baby (up to 12 weeks) after her pregnancy disability ends.

Definition of Serious Health Condition

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.

Employee Responsibilities

Any employee who desires to take a family or medical care leave (FMLA/CFRA), military family leave (FMLA only) or pregnancy disability leave (PDL or FMLA/PDL) must submit a written request to STA, indicating the date on which the leave will commence and the estimated duration of the leave. If the employee's need for leave is foreseeable, the employee must provide STA with reasonable advance notice of the need for the leave and at least thirty (30) days' notice. An employee's failure to provide a thirty-day notice for a foreseeable leave may result in denial or delay of leave. If the need for leave is not foreseeable, then notice must be given as soon as practicable or within two (2) working days of return from leave with the appropriate certification submitted within fifteen (15) calendar days from the date of notice. If the need for the leave is due to planned medical treatment or supervision, the employee must use all reasonable efforts to schedule the treatment or supervision to avoid disruption to STA operations.

An employee who requests leave for the serious health condition of the employee or the employee's child, spouse-, registered domestic partner, or parent, must provide written certification to STA from the health care provider of the individual requiring care which states, (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) an estimate of the amount of time that the health care

provider believes the employee needs to care for the individual; and, (4) that the serious health condition warrants the participation of the employee to provide care during the period of treatment or supervision of the individual requiring care. If the leave is to be taken on an intermittent basis, the certification must specify whether the condition requires that leave be taken intermittently, the expected frequency of the need for intermittent leave and expected duration of the need for intermittent leave.

Employees are expected to communicate with STA, through their department manager/supervisor, regarding the status of their condition and intent to to work, and department managers/supervisors must notify Human Resources regarding such communications. Before returning from leave due to their own serious health condition, the employee must supply a physician's statement that they are able to resume regular job duties, with or without restrictions.

Benefits and Protection

Any employee returning from an approved FMLA/CFRA or PDL leave that does not exceed the maximum eligible length of such leave will be reinstated to his or her original or equivalent position with no loss in seniority or benefits which accrued prior to the leave of absence. Employees who do not return to work at the end of their authorized leaves and do not obtain an approved extension of the leave will be treated as having voluntarily resigned.

Continuation of Health Care Benefits

During approved FMLA/CFRA and PDL leaves, STA shall continue to provide medical coverage under its group health plan at the level and under the same conditions that coverage would have been provided if the employee had been continuously employed during the duration of the leave. The employee will remain personally responsible for paying the employee's premium, including dependent coverage, if any. Failure to pay premiums in a timely manner may result in a lapse of coverage.

During the leave, the employee shall retain employee status with STA and the leave shall not constitute a break in service. An employee's use of FMLA/CFRA or PDL_leave will not result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

ATTENDANCE STANDARDS

STA's goal is to maintain an efficient and productive operation, which requires regular and prompt attendance of each employee.

Employees are expected to report on a regular basis, as scheduled, to their assigned shift. While an employee may be perfectly capable of doing a job, the job isn't performed to the standards deemed acceptable to STA if the employee has excessive, unexcused absences. In those cases, STA may have no alternative but to take disciplinary action, including discharge.

However, persistent absenteeism or tardiness may be a symptom or result of other issues (e.g., possible need for reasonable accommodation of a disability, transportation difficulties, personal problems, job dissatisfaction). It is, therefore, imperative that employees discuss these issues with their manager/supervisor and Human Resources or seek help from the Employee Assistance Program (EAP), to attempt to address them; otherwise, persistent, unexcused absenteeism and tardiness will be addressed through disciplinary action. (Seeking help from the EAP after discipline is imposed will not negate the discipline).

These standards apply to all employees of the STA. Bargaining unit employees should also refer to the MOU.

Long-Term Absences

Long-term absences are absences over 14 consecutive calendar days in duration. An employee on long-term absence, whether it is for illness or job-related injury, must report initial absence to their department chief or manager/supervisor. The department chief or manager/supervisor must forward the information to Human Resources. An employee who is off work on long-term absence must provide any follow-up and out of office status updates directly to the Human Resources Department. Human Resources will then notify the department chief or manager/supervisor of relevant status update information.

When the employee is released to return to work, he/she must provide Human Resources with a medical certification releasing him/her to return to work, with or without restriction. Employees in covered positions may also be required to submit to a physical examination and drug test by a licensed physician selected by STA to determine the employee's fitness for duty following his/her return to work. Given the possible time constraints associated with securing appointments, employees are encouraged to notify Human Resources at least seven (7) working days in advance of their anticipated return-to-work date.

The Human Resources Department will schedule the physical/drug screen, (when applicable) and notify the appropriate department chief or manager/supervisor of the employee's date to return to work.

WORKERS' COMPENSATION PROCEDURES

STA carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical treatment in addition to temporary disability payments for partial loss of earnings that result from work-related injuries. Loss of earnings is calculated from the first day of an employee's hospitalization or after the third full day following the injury, if an employee is not hospitalized. The cost of this insurance is paid completely by the Agency.

Definition: Workers' compensation injury - an injury, disease or other medical condition incurred by an employee in the course of employment and which arises out of the employment.

All job-related accidents and illnesses must be reported to the immediate manager/supervisor and an employee suffering such injury or illness should be referred to the Agency's selected medical facility (clinic or hospital) for medical treatment and evaluation.

An employee will be compensated at the regular rate of pay for time required during the initial visit to a physician or hospital for treatment. If the employee is required to leave the job due to such an accident or illness, he/she will be paid for the full number of hours in the scheduled shift for the day of the accident/illness.

If the physician places the employee in an off-work status, he/she will be paid sick leave for up to three (3) days, provided the employee has accrued sick leave. An employee may not return to work without the proper physician's release statement. An employee reporting without the release will be referred to their current treating physician.

An employee who has follow-up medical treatment appointments must make a reasonable effort to schedule the therapy/appointment before or after their work shift, during non-scheduled, otherwise unpaid time.

Employee Responsibilities

- Become familiar with department and Agency safety guidelines and adhere to those guidelines in daily work performance.
- Report any perceived safety hazards to his/her immediate manager/supervisor.
- Maintain a clean, safe work environment such as keeping items in their proper locations, maintaining all equipment in proper order, and picking up or cleaning up items from the floor.
- Report all on-the-job injuries or illnesses at the time of occurrence to his/her immediate manager/supervisor. If job-related injuries are suffered during working hours but off Agency property, contact a supervisor as soon as possible and obtain necessary medical attention.
- Follow manager/supervisor's instructions, seeking medical care as directed.
- Complete "Employee's Claim for Workers' Compensation Benefits" form, returning it to the manager/supervisor who distributes the appropriate copies.
- Maintain contact with the manager/supervisor and the Human Resources Department to report on condition and anticipated return-to-work date. Submit physician's progress report to the Human Resources Department after each visit to the clinic, or at minimum, every thirty (30) days if employee is placed in an off-work status for over thirty (30) days.

- Present physician's release statement to the Human Resources Department upon receipt from physician.

Modified duty may be offered to employees who suffer an injury on the job. If such an assignment is offered and is rejected, this may impact the employee's ability to receive disability benefits.

ACTIVE DUTY MILITARY LEAVE

Active duty military leave shall be granted as provided in applicable provisions of Federal law or the California Military and Veterans Code (with documentation), and as follows:

- STA shall provide full compensation for the first thirty (30) days of active duty military leave, waiving the requirement for more than one year's seniority and, beginning on the 31st calendar day of active duty provide the difference between the employee's base salary and their military salary for up to a twenty-four (24) month period.
- STA shall continue medical, dental and vision insurance at the Agency's current level of contribution for the twenty-four (24) month period following the date ordered to active duty.
- Eligible employees shall be entitled to reinstatement and to receive restoration of original hire and benefit date, salary step, and vacation accrual rate.

Procedure:

1. Employees requesting an active duty military leave must submit the request in writing to their immediate manager/supervisor and must include a copy of their military orders.
2. Employees returning from active duty military leave may be required to submit to a physical examination and drug screen by an Agency-designated physician to determine fitness for duty, where permitted or required by applicable law.

JURY DUTY/WITNESS LEAVE

All full-time and part-time employees are provided regular pay, limited to ten (10) workdays per calendar year, to fulfill court ordered service as a juror or witness.

Employees who receive a summons for jury duty or to appear as a witness in a legal proceeding must notify their manager/supervisor immediately. Copies of the notice or subpoena will be provided to the Human Resources Department.

Jury duty/witness time will be recorded as such under Other Hours on the employee timesheet for each pay period in which jury/witness time is taken. Proof of service must be attached to the employee timesheet in order to receive jury duty/witness leave pay.

BEREAVEMENT LEAVE

Employees are eligible for up to three (3) days off with pay in the event of the death of an immediate family member defined as a spouse, brother, sister, grandparent, grandchild, or a child, parent, parent-in-law, or registered domestic partner. For purposes of this policy, "child" means a biological, foster, or an adopted child, a stepchild, a legal ward, or a child of a domestic partner and the term "parent" means a biological, foster, or adoptive parent, step-parent or a legal guardian. Should the employee be required to travel out of state for services related to the above, they will be eligible for up to five (5) days off with pay. Proof of services may be required. Bargaining unit employees should refer to the MOU.

SECTION 5: BENEFITS

MEDICAL/HEALTH, DENTAL AND VISION INSURANCE

Each of the following provisions describes for each type of benefit the classifications of employees who are eligible to receive or participate in the benefit.

Group Health Insurance

This program is available to all employees. A summary plan description will be provided to each eligible employee upon enrollment. The coverage is available to employees and eligible dependents, if full-time. (Part-time employees should see the Human Resources Department for dependent coverage details.)

Monthly premium costs will be shared between employees and the Agency. The plan year is a calendar year. Prior to each plan year, STA determines the contribution to be made on behalf of each eligible employee. The employee's premium is deducted each pay period on a pretax basis.

In the event employment terminates or employment status changes such that an employee is no longer eligible to participate in the Agency's medical, dental or vision programs, he/she will be advised of the opportunity to continue benefits through The Consolidated Omnibus Reconciliation Act (COBRA). The required payment information is included in the notice. Any applicable premium waiver on the Life Insurance protection will also be processed by the Human Resources Department at this time.

Group Dental Insurance

This program is available to all full-time employees. A summary of the coverage will be provided upon enrollment.

Group Eye Care Plan

STA provides an eye care plan to all full-time employees and eligible dependents.

AGENCY PAID CONTINUATION OF MEDICAL, DENTAL AND VISION INSURANCE

STA will continue to pay its portion of the medical, dental, and vision insurance premium during the period of time an employee is absent from work due to non-work related illness or injury for a twelve-month period. This period of time is limited due to business necessity of the Agency. This payment, along with the employee's regular contribution, will ensure that the medical, dental, and vision benefits remain active and in force.

Employees must continue to pay their portion of the premium for medical, dental, and vision insurance. Maintenance of records and required notification are the responsibility of the Human Resources Department.

LIFE INSURANCE

All active full-time employees are provided with group life insurance paid by the Agency. Eligibility for coverage begins on the first of the month following thirty (30) days of continuous service. Part-time employees are not eligible for life insurance. Benefits are determined by classification level. Contact the Human Resources Department for more information.

LONG-TERM DISABILITY INSURANCE (LTD)

Long term disability insurance is available to all active full-time and part-time employees. Long-term disability insurance is intended to provide a partial income replacement should a non-work related illness or injury keep an employee off work for greater than 26 weeks. Employees will receive information on this benefit during their initial orientation. The insurance carrier will assist in the application process in the event that an employee needs to access this benefit.

SHORT-TERM DISABILITY INSURANCE (STD) / PAID FAMILY LEAVE

STA employees do not participate in the State Disability Insurance (SDI). Instead, all employees, with the exception of temporary employees, are covered under a short term disability program. This insurance provides low-cost disability income if illness or injury not caused by the job, prevents an employee from working. Claim forms must be completed to receive payment. The forms are available from the Human Resources Department. A summary of provisions in the plan will be provided during enrollment.

DEFERRED COMPENSATION

A 457 deferred compensation plan is available to all full-time and part-time employees. Eligibility for participation in the plans begins on the first day of employment. Refer to the plan documents for complete details.

TRANSPORTATION PASS/EMPLOYEE I.D.

STA shall provide employees/retirees and their dependents with a transportation pass which will entitle the bearer to free transportation on the Agency's normally operated fixed route service.

Dependents eligible to receive transportation passes shall include:

- Spouse or registered domestic partner,
- Children, stepchildren, and minor dependents for whom the employee has legal custody, under twenty-six (26) years of age,
- Foster children under the age of twenty-six (26) upon submittal of documentation designating the employee as their foster parent, and
- Unmarried dependents over the age of twenty-six (26) who are certified as physically or mentally incapable of self-support.

Employee dependents under the age of five (5) years will be entitled to free transportation when accompanied by employee with a transportation pass.

The STA pass will also serve as an identification card. Employees will be required to display, upon request, their identification card while on Agency property. Falsification of information or altering the transportation pass will result in the loss of pass privileges for the employee and his/her dependents.

If the pass is lost, stolen or destroyed, the loss must be reported immediately to the Human Resources Department. There will be a charge for replacement of these passes as follows: first loss — no charge; second loss — \$10.00; third loss — \$25.00. Any cards that are washed or mutilated will be replaced without charge provided the mutilated card is returned to the Human Resources Department.

The pass is non-transferable.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

This program applies to all employees. The Employee Assistance Program is designed to provide the Agency's employees and their families with confidential counseling services. It helps the employees with problems pertaining to such things as alcoholism, depression, drug abuse, their job, marriage and family, etc.

All contact with the designated Employee Assistance Program provider is confidential unless the employee wishes otherwise. A brochure outlining the service is available in the Human Resources Department.

SECTION 6: REIMBURSEMENTS

DUES AND MEMBERSHIP FEES

STA may pay the annual fee on behalf of employees for any dues and/or membership fees from work related professional organizations. Approval from the CEO/General Manager is required.

TRAVEL AND CONFERENCE EXPENSES

STA may require attendance at educational activities including educational courses, off site staff training and certification programs. STA will make advance payment of program fees, registration, travel and lodging. Expenses for meals and other related travel expenses will be reimbursed based on original receipts. Eligible expenses include: registration (course/program fees), travel, lodging and meals.

Expenses will be covered in accordance with the Agency's expense reporting guidelines. The CEO/General Manager, or his/her designee, must approve all requests for employee attendance at personal development and/or educational activities. Direct any questions regarding educational activities to the Human Resources Department.

EDUCATIONAL REIMBURSEMENT

It shall be the policy of the STA that full-time employees may be reimbursed the actual cost of tuition or registration fees upon successful completion of a training course, or courses, towards a degree designed to improve the employee's effectiveness in performing his or her assigned duties. Full-time employees with six (6) months of service shall be eligible for tuition reimbursement for classes taken while attending an accredited college or university as a student, or work-related adult education classes. (This policy does not apply to conferences or meetings of APTA, California Transit Association, or any grant-funded meetings).

Prior to enrollment, employees will need to complete the appropriate form, give it to their manager/supervisor for approval, then send to the Human Resources Department for consideration. Employees will be notified if the request is approved or denied.

Initial approval of a course of study does not obligate the Agency to approve future courses in that course of study. Approvals are only valid for the specific course and semester requested. Payment of courses at a higher institution rate does not obligate STA to continue payment at that higher rate.

Employees may not apply for education and development reimbursement for courses previously taken or courses currently in progress. Unless directed and approved by the Agency, an employee's regular work schedule will not be altered to allow time off the job for participation in course.

Subject to approval as provided above, STA will reimburse all of the costs incurred for tuition and books related to the course. To obtain the reimbursement, the employee returns the pre-approved request with the transcript showing successful completion of the course with a grade of “C” or above (“Pass” if class is Pass/Fail), along with the receipts for tuition, books and any other materials required for the completed course. Submit to the Human Resources Department.

For graduate level program toward Master’s Degree or above, the pre-approved request with the transcript showing successful completion of the course with a grade of “B” or better, along with the receipts for tuition, books and any other materials required for the completed course, is required for reimbursement. Fifty percent of the total cost will be reimbursed in 90 days; the other fifty percent will be reimbursed six months after the completion of the course. This assumes that the person claiming is still an Agency employee at the time the re-payment is due.

The maximum calendar year reimbursement, pending CEO/General Manager approval and subject to budget availability, is:

- Undergraduate: \$2,000 per year
- Graduate level program of a Master’s Degree or higher: \$9,000 per year.

Termination of employment (actual date of termination) for any reason prior to the completion of the class(es) and submittal of the letter grade completion certificate will make the employee ineligible for this reimbursement.

SECTION 7: SEPARATION

RETIREMENT

Full and part-time administrative employees will participate in the Agency’s retirement plan rather than the social security retirement plan. Employees must work at least 1001 hours per calendar year as a regular full or part-time employee to participate in the retirement program. A summary of the plan is provided upon enrollment. A post-tax deduction is made from each employee’s earnings each pay period. The amount of the withholding is shown on the paycheck stub.

Full-time and part-time bargaining unit employees participate in a plan per the bargaining agreement with STA, and they will receive a summary description of their retirement plan upon enrollment. Bargaining unit employees do not participate in the social security retirement program.

Retirement Saving Plan – 457(b)

Information is available in the Human Resources Department regarding the voluntary 457(b) plan benefit.

TERMINATION REVIEW AND PROCEDURE

When an individual announces his/her intention to terminate employment, a resignation letter should be provided to the employee's immediate manager/supervisor or department chief. The terminating employee should give at least two (2) weeks' notice of termination.

Final paychecks will be mailed to the employee with the regular payroll cycle in accordance with California Labor Code 220. Final compensation may include accrued ETO/VTO pay, minus any applicable payroll deductions.

An explanation of when Agency paid benefits cease, continuation under COBRA and any other questions the employee may have, will be covered in the exit interview.

Every effort should be made to maintain the goodwill of all persons terminating their employment and they should have a good understanding of their status at the time of termination.

EXIT INTERVIEW PROCESS

All terminating individuals should, when practical, be accorded an exit interview at the time of termination for the purpose of concluding the individual's employment relationship in as mutually satisfying a situation as possible.

All exit interviews are conducted by the Human Resources Department on or near the individual's last workday. The following guidelines should be used as appropriate and according to the specific individual situation:

- If necessary, confirm the reason(s) for the termination if the individual has questions after the discussion with the manager/supervisor.
- Seek feedback from the terminating employee in regard to his/her opinion of STA benefits, work environment, policies, etc.
- Arrange for the return of Agency-issued property, such as keys, transportation pass/I.D., uniforms, safety equipment and other Agency materials or property.
- Explain benefit program entitlements as appropriate, including:
 - a. Medical, dental and vision insurance coverage and continuation under COBRA.
 - b. Life insurance conversion.
 - c. Pension plan refund.
 - d. Unemployment compensation.

- Obtain a completed and signed exit interview form. If the individual refuses to sign the form, it shall be noted by the Human Resources Department performing the exit interview.

SECTION 8: CONDUCT

DRESS CODE

STA's professional atmosphere is maintained, in part, by the image that employees present to the public and within the Agency. Employees should therefore utilize good judgment in determining their dress and appearance during business hours (8:00 am – 5:00 pm, Monday through Friday). If there are any questions as to what constitutes proper attire, the manager/supervisor or department chief should be consulted.

Following are examples of inappropriate or unacceptable business attire:

- T-shirts (or any shirt with suggestive or offensive writing);
- Tank tops, halter tops, midriff or tube tops;
- Torn or clothes with holes in them.

Employees who are inappropriately dressed will be sent home and directed to return to work in proper attire. Non-exempt employees will not be compensated for the time away from work.

Uniforms, if required, must be kept clean and neat. Shoes must be worn at all times (safety violation).

STA will consider and grant reasonable accommodation to the dress code in accordance with applicable state and federal law. Employees must direct any such requests to Human Resources.

SOLICITATION AND DISTRIBUTION

Contributions and solicitations for donations not directly sponsored by STA, will be allowed for community agencies and/or other charitable organizations, such as United Way, Salvation Army (Toys for Tots) and community food drives. Sale of candy, raffle tickets, etc., to sponsor schools, community organizations (i.e., Lion's Club), Little League baseball and the like, is permitted. Employees must limit solicitation of contributions to non-working hours in a non-working area.

There may be times when a group of people wish to take up a collection for special occasions, such as for a person who is ill, who is retiring, etc. Such collections should be made during the non-working time of all persons concerned.

Distribution or handing out of any literature, pamphlets, or other printed material is prohibited in all working areas during working time unless job-related.

Posting of notices or other written material on STA property require the approval of the Human Resources Department.

Sale of products or services by employees or other individuals of a private business nature are prohibited on STA premises except as may be authorized by a department chief during non-working hours in non-working areas.

“Non-working time” is the time the individual is on STA property, but not actively performing his/her employment duties (for example, lunch time and break time). Distribution of literature is limited to non-working time, as defined above, and non-working areas. “Non-working areas” are lunch/break rooms/areas.

TELEPHONES, MAIL AND FAX

Business telephone, FAX machines and an efficient mail system are essential as a means of communication. Appropriate use of the telephone, FAX and mail system contribute to the effectiveness of the operation.

Telephone system

- Employees are asked to use discretion in receiving and placing personal telephone calls. Conversations should be as brief as possible. Using Agency telephones to place personal long distance calls is prohibited.
- Those employees issued Agency cellular phones are required to use non hand-held phone devices while driving or to pull over in order to avoid the possibility of an automotive accident due to phone usage.

Mail system

- Personal letters or packages should be received at an individual’s home and not at the employment site. Personal mail received at STA may be opened, and STA cannot be responsible for confidential items.
- Employees will not use STA postage machine, express mail carrier (using STA account number) or other Agency-paid postage for personal mail.

FAX machine

- Employees will not use STA FAX machines to transmit or receive personal documents.
- Supervisors and managers have the responsibility to discourage and monitor inappropriate use of the telephone, mail system, and FAX equipment. Violation of this policy may constitute grounds for disciplinary action.

SMOKING POLICY

Medical evidence clearly shows that smoking is extremely harmful to the health of smokers. Smoke from cigarettes, cigars, and pipes are also an irritant to many non-smokers and can worsen allergic conditions. In sufficient concentrations, second-hand

smoke has been shown to be harmful to those with chronic heart and lung disease. New research indicates that long-term exposure to second-hand smoke may seriously threaten the health of non-smokers.

All STA employees, customers, and visitors are prohibited from smoking or use of tobacco products within STA buildings, vehicles and outside of designated smoking areas.

Smokers who wish to quit are encouraged to contact the Human Resources Department for information on smoking cessation options available to them.

UNAUTHORIZED USE OF AGENCY EQUIPMENT/AGENCY PROPERTY

The use of Agency facilities, equipment, supplies, or other property for personal purposes is strictly prohibited. This includes the use of e-mail, voicemail and computer equipment or company vehicles which are issued to employees to perform their jobs. Therefore, unauthorized use of such equipment is grounds for disciplinary action up to and including termination. Employees are also reminded that lockers, office equipment, desks, etc., are provided by STA for employee convenience, but remain the property of STA and may be inspected and/or searched at any time. Facilities or equipment may not be used for extra-curricular activities during or after work hours unless pre-approved by the CEO/General Manager.

VOICEMAIL, E-MAIL AND TELEPHONE MONITORING

The Agency's telephone system permits employees to receive, send, and transfer voice mail messages. The telephone system is an important asset of STA and has been installed at substantial expense to facilitate business communications. Although employees are able to use codes to restrict access to phone messages that are left on the system, it must be remembered that the phone system is intended solely for business use. In keeping with this intention, STA maintains the ability to monitor any phone calls made or received on its telephone system or the computer e-mail system. Because STA reserves the right to obtain access to all voice mail and e-mail messages left on or recorded on the system, employees should not assume that such messages are confidential or that access by the employer or its designated representative will not occur.

It is the responsibility of employees to keep their voice mail message up-to-date relative to their availability to receive and return messages. If the employee anticipates a period away from the office, the voice mail message should indicate the dates of absence and return and give an alternative number to the caller for immediate response.

CELL PHONE USE

Under California Vehicle Code §23123, it is against the law to operate a motor vehicle while using a hand-held cellular telephone except for emergency related purposes, including but not limited to, an emergency call to a law enforcement agency, healthcare provider, fire department, or other emergency services agency or entity. Under California Vehicle Code §23125, it is against the law to operate a transit vehicle while using a wireless telephone except for work-related purposes or emergency purposes. STA prohibits the use of all wireless telephones, both hand-held and hands-free, as well as

any other electronic device, while operating or seated behind the wheel of the coach. For work-related purposes, operators of transit vehicles should utilize the Dispatch radio. If the radio is not working properly, the operator should pull over to a safe location, exit the vehicle and call the Dispatch in the Operations Department or an Operations Supervisor.

Drivers of Agency non-revenue vehicles in accordance with State law must not use hand-held cellular telephones without benefit of a blue-tooth/hands free device and are prohibited from texting messages under any circumstances while driving.

STA has a zero-tolerance position on violations of cellular phone usage as stipulated in the law and under STA authority as stated. Employees found to be in violation, even for a first offense, are subject to termination.

INFORMATION SECURITY GUIDELINES

Computer information systems and networks are an integral part of business at STA. STA has made a substantial investment in human and financial resources to create these systems. Any abuse or inappropriate use of these networks and systems puts both the employee and STA at business or legal risk.

This information and directives have been established in order to:

- Protect the Agency's investment.
- Safeguard the information contained within the Agency's information systems.
- Reduce business and legal risk.
- Protect the integrity of the Agency.

Failure by an STA employee to comply with the guidelines and requirements of this information may result in disciplinary action by STA depending upon the type and severity of the violation, whether it causes any liability or loss to STA and/or the presence of any repeated violation(s).

Responsibility of Information Technology (IT)

IT shall provide appropriate support and guidance to assist employees to fulfill their responsibilities under these guidelines.

Managers and Supervisors shall create appropriate performance standards, control practices, and procedures designed to provide reasonable assurance that all employees observe these guidelines.

The Intranet/Internet and Email

The intranet is the Agency's internal network. The internet is a very large, publicly accessible network that has millions of connected users and organizations worldwide. One popular feature of the Internet is e-mail. The Agency's email accounts and related

software are set up to use the internet as the platform for sending and receiving information.

Access to the intranet/Internet is provided to employees for the benefit of the STA and its customers. Employees are able to connect to a variety of business information resources around the world. Per STA policy, all employees must use intranet/internet resources in a responsible manner.

Conversely, the Internet is also replete with risks and inappropriate material. To ensure that all employees are responsible and productive Internet users and to protect the Agency's interests, the following rules have been established for using the intranet/Internet and e-mail.

Acceptable Use

Employees using the intranet/Internet are representing the Agency. Employees are responsible for ensuring that the intranet/Internet is used in an effective, ethical, and lawful manner. Examples of acceptable use include, but are not limited to:

- Using Web browsers to obtain business information from commercial Web sites.
- Accessing databases for information as needed.
- Using e-mail for business contacts.

Unacceptable Use

Employees shall not use the intranet/Internet for purposes that are illegal, unethical, harmful to the Agency, or nonproductive. Unacceptable use includes, but is not limited to:

- Sending or forwarding chain e-mail, i.e., messages containing instructions to forward the message to others.
- Sending jokes, images, video, etc. that are not business related.
- Conducting personal business using Agency resources.
- Transmitting any content that is offensive, harassing, or fraudulent.
- Downloading non-business related files from Internet sites or email.
- Game playing, on-line gambling, social networking, etc.

Employees using the intranet or internet shall:

- Ensure that all communications are for professional reasons and that they do not interfere with his/her productivity.
- Be responsible for the content of all text, audio, or images that he/she places or sends over the intranet/Internet. All communications must have the employee's name attached.
- Not transmit copyrighted materials without permission.
- Know and abide by all applicable Agency policies dealing with security and confidentiality of Agency records.

All data, reports, and messages created with Agency software, or sent/received over the intranet/Internet are the property of STA and may be regarded as public information. STA reserves the right to access the contents of any messages sent over its facilities.

All communications, including text, voice and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. This means that employees should not put anything into their e-mail messages that they would not want to see on the front page of the newspaper or that would require explanation in a court of law.

The capacity for storage of data is determined by IT. When an individual user exceeds the allotted disk space, he/she will be notified and a request to archive files will be made. It is the individual employee's responsibility to archive or delete data in a timely manner.

Computer Viruses

Computer viruses are programs designed to make unauthorized changes to programs and data. Therefore, viruses can cause destruction to Agency resources. It is important to know that:

- Computer viruses are much easier to prevent than to cure.
- Defenses against computer viruses include protection against unauthorized access to computer systems, using only trusted sources for data and programs, and maintaining virus- scanning software.

IT shall install and maintain appropriate antivirus software on all computers and respond to all virus attacks, destroy any virus detected, and document each incident.

Employees must not knowingly introduce a computer virus into Agency computers and must not load USB thumb drives or CDs of unknown origin. Any employee, who suspects that his/her workstation has been infected by a virus, must immediately call the IT Department.

Access Codes and Passwords

The confidentiality and integrity of data stored on Agency computer systems must be protected by access controls to ensure that only authorized employees have access. This access must be restricted to only those capabilities that are appropriate to each employee's job duties. All system access requires a password.

The IT Department shall be responsible for the administration of access controls to all Agency computer systems. IT will process adds, deletions, and changes upon receipt of a written request from the end user's supervisor. Deletions may be processed by an oral request prior to receipt of the written request.

Employees must be responsible for all computer transactions that are made with his/her User ID and password and must not disclose passwords to others. Passwords must be

changed immediately if it is suspected that they may have become known to others. Employees must log-out or lock station when leaving a workstation for an extended period.

The Human Resources Department shall notify the IT Department promptly whenever an employee leaves STA or transfers to another department so that his/her access can be revoked and/or modified. Involuntary terminations shall be reported concurrent with the termination.

Physical Security

It is Agency policy to protect computer hardware, software, data, and documentation from misuse, theft, unauthorized access, and environmental hazards. All employees shall follow the following directives:

- Media must be stored out of sight when not in use. If the media contains highly sensitive or confidential data, it must be locked up.
- Media must be kept away from environmental hazards such as heat, direct sunlight, and magnetic fields.
- Critical computer equipment, e.g., file servers, must be protected by an uninterruptible power supply (UPS). Other computer equipment must be protected by a surge suppressor.
- Environmental hazards to hardware such as food, smoke, liquids, high or low humidity, and extreme heat or cold must be avoided.
- Since the IT department is responsible for all equipment installations, disconnections, modifications, and relocations, employees are not to perform these activities. This does not apply to temporary moves of portable computers for which an initial connection has been set up by IT.
- Employees must exercise care to safeguard the valuable electronic equipment assigned to them. Employees who neglect this duty may be accountable for any loss or damage that may result.

SECTION 9: OTHER

BULLETIN BOARDS

The Human Resources Department maintains bulletin boards in several locations for informational purposes. Employees should check the bulletin board in their area regularly for important notices including federal and state postings as well as STA information. Posting of material by any employee is strictly prohibited. In addition, separate bulletin boards are provided for posting of Union information.

EMERGENCY CLOSING

STA considers the safety of employees as a priority when dealing with an emergency closing. STA may be forced to close (or not open for business) in emergency situations that include, but are not limited to, inclement weather and emergency situations such as a power failure, fire, and other situations that create undesirable and/or unsafe conditions

for employees.

SUNLINE SUGGESTION BOX

STA encourages employees to make suggestions for improving Agency operations such as reducing costs, making operations more efficient or effective, increasing revenue, improving customer service, or improving safety.

Suggestions should be ideas that clearly and concisely identify a specific problem or situation not already implemented or addressed by the Agency. The suggestion should include a detailed solution and indicate the expected benefit(s) to the Agency.

Suggestion Boxes are located in the Drivers Lounge at Divisions I and II.

HOUSEKEEPING GUIDELINES

The Agency provides a pleasant, clean, professional, healthy, and safe work environment to promote productivity and effectiveness. Employees are expected to cooperate with cleaning and maintenance services to help reduce costs.

Offices and Workstations

Work related items and personal items should be organized on shelves or work surfaces within each workstation/office. To ensure safety and maintain a professional work area, items should not be left on the floor outside the office at any time. Personal items must be in good taste and only displayed within an employee's workstation/office.

Food and beverages may be consumed in offices and workstations. Food containers, eating utensils, dishes and trays must be removed or cleaned and stored at the end of the workday. Waste materials and recyclables should be disposed of properly in designated containers.

Appliances

Personal radios and similar devices are permitted during working hours. However, use of these items must not interfere with business activities.

Appliances such as hot plates, toasters, small electrical grills, space heaters, lamps, fans, coffee mug warmers, or any other items that fit the definition of household appliances must be approved prior to use.

Agency Grounds and Parking Areas

Do not litter the grounds and parking areas. Discard cigarettes in the appropriate containers. Do not discard cigarettes on the grass, Agency roads, or parking lots.

All emergency exits, firefighting equipment (hoses, extinguishers), fire alarm pull stations, and electrical panels must be kept accessible at all times.

LOST & FOUND

Any items found on STA property or Agency vehicles should be delivered to the lost and found. Whenever possible, reasonable efforts will be made to determine and contact the owner of any lost item.

While STA will do everything reasonably possible to ensure that lost belongings are returned to their owners, STA accepts no responsibility for the state of the items lost on Agency property.

In order to claim a lost item, ownership must be established by describing the item as closely as possible.

MEDIA CONTACT

No one other than the CEO/General Manager, or designee, has permission to represent STA to the media. It is the procedure of STA to respond to media inquiries as soon as possible. Any unauthorized individual who makes public comments or addresses the media as an apparent representative of STA may be subject to discipline up to and including termination.

OFFICE SUPPLIES

Office supplies are for business use only and should not be removed from STA premises for non-business use.

PERSONAL BLOGS/SOCIAL MEDIA

Blogging/social media participation, except by authorized personnel, may not occur on Agency property or equipment at any time.

Employees are prohibited from representing STA or representing that they speak on behalf of STA without express, advance authorization. Employees are similarly prohibited from using any STA trademarks, logos, or copyright-protected material.

Employees who engage in blogging or other internet postings outside the workplace in which they identify themselves as employees of STA or in which they regularly or substantively discuss STA publicly, are expected to clearly state that any views or opinions expressed therein regarding STA are the employee's own, not those of the Agency. Postings must not contain confidential Agency information, trade secrets, or otherwise violate this Handbook, other STA policies, or applicable law.

Employees are reminded and cautioned that information posted on a social media site may be used as evidence in an internal investigation and administrative or legal proceedings. Employees should also expect that any information created, transmitted, downloaded, exchanged, or discussed on any social media site may be accessed by STA or any third party at any time without prior notice. Furthermore, anything posted on the Internet or in a social media forum may be accessible by anybody else. Employees have no reasonable expectation of privacy in anything posted on the Internet.

RIDESHARE

STA encourages ridesharing by employees wherever possible. STA has an incentive program to encourage employees to use alternatives to the single-driver car. Employees participating in the program are eligible for those incentives. Limited special carpool parking is available to employees who car pool a minimum of 80% of the time. Employees who use our transit system to commute are fully subsidized, as free bus passes are a benefit to employees and dependents.

Ridesharing is a relatively easy and cost-effective way to reduce air pollution, reduce energy consumption and save money.

RECYCLING

STA is committed to protecting the environment by examining methods to improve waste reduction and recycling.

Waste and recyclable materials should be placed in properly designated containers which are located throughout the facility.

VISITORS

The entrance gate to 32-505 Harry Oliver Trail and 83-255 Highway 111 is open during normal business hours, (8:00 am – 5:00 pm), Monday through Friday. Access during non-business hours can be gained by using authorized means.

Visitors must check-in with the guard at the front gate and receive a temporary Visitor's Pass. Employees must advise their visitor to be prepared to provide a photo ID to the security guard before entering the facility.

It's Up to You

As has been mentioned earlier in this Employee Handbook, STA may change, rescind or add to any policies or practices described from time to time at its sole and absolute discretion. You will be advised of material changes in writing along with instructions for inserting/removing pages to your Employee Handbook. These instructions should be followed so that you always have a point of reference that is complete and up-to-date. You are encouraged to bring your questions to your manager/supervisor or the Human Resources Department. We want you to feel comfortable with our way of conducting business so that you will be able to devote your full energy to performing your job in an effective and positive manner.

Remember, we all serve our #1 customer — the public. Keep this handbook readily available for future reference. It is your guide to success at SunLine.

WELCOME!

ACKNOWLEDGEMENT OF RECEIPT:

Employee Name (print): _____

Department (print): _____

I acknowledge that I have received a copy of STA's Employee Handbook. I understand that I am responsible for reading the Employee Handbook and for knowing and complying with the policies, practices and procedures set forth in the Employee Handbook during my employment with STA. I understand that the Employee Handbook provides me basic information for guidance and reference as an employee. I understand that STA cannot anticipate or include in the Employee Handbook every issue that may arise during my employment. If I have any questions regarding any of STA's policies, practices or procedures, I should and am encouraged to consult my manager/supervisor or the Human Resources Department.

I understand that the terms of the Employee Handbook do not offer or guarantee continued employment, and that my employment is at-will; that is, either STA or I may terminate the employment relationship at any time for any reason. STA asks that I provide at least two (2) weeks' notice of my intention to terminate my employment at any time. Such notice will ensure a smooth transition of my job duties. STA may terminate my employment at any time. Bargaining unit employees should refer to the MOU for additional information. Any other employment agreement may only be negotiated on an individual basis by the CEO/General Manager and must be reduced to writing and signed by the CEO/General Manager.

I understand that the Employee Handbook is not intended to create an express or implied contract of employment with STA, or to modify any contract of employment or bargaining unit agreement with STA. I understand that if I am an employee who is represented by the Amalgamated Transit Union, Local 1277, or any other bargaining unit, no portion of the Employee Handbook is intended to supersede the current MOU in effect.

I understand that the policies, practices and procedures contained in the Employee Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to any certain procedure prior to termination or other disciplinary action not otherwise provided in any applicable bargaining unit agreement.

I understand that the Employee Handbook replaces all earlier Employee Handbooks and supersedes all prior inconsistent policies, practices or procedures. I understand that the contents of the Employee Handbook may be changed at the sole discretion of STA at any time for any reason, with or without advanced notice. I understand that I am responsible for knowing about and understanding those changes once they have been disseminated.

Finally, I understand that the Employee Handbook is the property of STA and must be surrendered upon termination of employment.

My signature below indicates that I have received a copy of the STA Employee Handbook, including, but not limited to the policy on Harassment, Discrimination, and Retaliation Prevention and that I have carefully read and understand this Acknowledgement.

Signed: _____

Date: _____

SunLine Transit Agency

DATE: April 26, 2023 **ACTION**

TO: Board Operations Committee
Board of Directors

FROM: Isabel Vizcarra, Chief Transportation Officer

RE: Approval of a Letter of Agreement (LOA) with Teamsters Local 1932
(Teamsters)

Recommendation

Recommend that the Board of Directors approve an LOA between SunLine Transit Agency (SunLine) and Teamsters and authorize the Interim CEO/General Manager to execute the LOA on behalf of SunLine.

Background

On March 23, 2022, the Board of Directors ratified the Memorandum of Understanding (MOU) between SunLine and Teamsters. This MOU covers the period of March 24, 2022, through June 30, 2024. In Article 12 "HEALTH AND WELFARE, VACATION, LEAVES, AND RETIREMENT" Section 12.1.1 "Cost Sharing", it provides for the cost-sharing of medical premiums and set forth the maximum contributions made by SunLine. The MOU does not provide for any 457 deferred compensation contribution match made by SunLine, or three (3) paid personal leave days (PLD) to Teamsters represented employees.

On September 23, 2022, Teamsters filed a Public Employment Relations Board (PERB) charge LA-CE-1606-M alleging that SunLine ceased providing Teamsters represented employees PLD benefits which they claim was discriminatory and constituted a unilateral change in terms and conditions of employment. The MOU specifically provided that Teamsters represented employees were only entitled to leaves or pension benefits outlined in the MOU.

On January 26, 2023, Teamsters filed a second PERB charge, LA-CE-1625-M, alleging that SunLine terminated its 457 match contributions for Teamsters represented employees. Teamsters claimed this was discriminatory against its members and constituted a unilateral change in terms and conditions of employment. SunLine denied the allegation and asserted that the 457 match contributions were solely provided to non-represented employees.

The two (2) parties discussed the desire to avoid the additional cost and expense of further litigation of the two (2) PERB charges. Therefore, the parties agreed to the following:

1. Teamsters agree that its members shall not be eligible for or receive 457 contributions or PLDs provided solely to non-representative administrative employees.
2. Teamsters does not waive any right to propose/negotiate 457 contributions or PLD's in subsequent negotiations.
3. Teamsters shall dismiss, with prejudice, PERB charges LA-CE-1606-M and LA-CE-1625-M no later than April 30, 2023.
3. Upon approval, modifications shall be made to the existing MOU Article 12.1. as follows:

Cost Sharing

SunLine will increase its contributions to the premium cost for full-time employee's (and their dependents') medical coverage, subject to the following contribution limits:

	Employee Only	Employee + 1	Employee + Family
2021 Calendar Year:	\$610	\$1,093	\$1,432
2022 Calendar Year and beyond: <u>April 23, 2023 to December 31, 2023</u>	\$641 <u>\$679</u>	\$1,148 <u>\$1,358</u>	\$1,503 <u>\$1,766</u>
<u>January 1, 2024 to June 30, 2024</u>	<u>\$722</u>	<u>\$1,445</u>	<u>\$1,878</u>

SunLine will pay for the premium cost for part-time employees' own medical coverage only, subject to the same contribution limits.

A copy of the final LOA is attached to this item for reference.

Financial Impact

Approval of this action will result in a total estimated expense increase of \$86,246 over the term of the agreement. The financial impact for the first year has been included in the FY23 budget, and subsequent years will be budgeted in accordance with obligations established within the LOA.

Attachment:

- [Item 14a](#) – Teamsters Local 1932 Letter of Agreement

**SUNLINE TRANSIT AGENCY AND TEAMSTERS LOCAL 1932
LETTER OF AGREEMENT
RE: DISMISSAL OF PERB CHARGES AND AMENDMENT OF ARTICLE 12.1**

WHEREAS, SunLine Transit Agency (“SunLine) and Teamsters Local 1932 (“Teamsters”) reached agreement on an initial Memorandum of Understanding covering the period March 24, 2022 to June 30, 2024 (“2022-24 MOU”); and

WHEREAS the 2022-24 MOU Article 12.1.1 provided for the cost-sharing of medical premiums and set forth the maximum SunLine contribution; and

WHEREAS the 2022-24 MOU did not provide for any 457 contributions by SunLine to Teamsters-represented employees; and

WHEREAS the 2022-24 MOU did not provide for three paid personal leave days off (“PLD(s)”) to Teamsters-represented employees; and

WHEREAS Teamsters filed two PERB charges (LA-CE-1606-M and LA-CE-1625-M) alleging that SunLine’s cessation of 457 contributions and the PLDs was discriminatory against its members and constituted a unilateral change in terms and conditions of employment;

WHEREAS SunLine denied the allegations and asserted that the 457 and PLD benefits were solely provided to non-represented administrative employees and that the 2022-24 MOU specifically provided that employees represented by Teamsters were only entitled to those leave or pension benefits set forth in the MOU;

WHEREAS the Parties wish to avoid the additional cost and expense of further litigation of these two charges.

Therefore, the Parties agree as follows:

1. TEAMSTERS agree that its members shall not be eligible for or receive 457 contributions or PLDs provided solely to non-represented administrative employees.
2. TEAMSTERS does not waive any right to propose/negotiate 457 contributions or PLD’s in subsequent negotiations.
3. No later than April 30, 2023, TEAMSTERS shall dismiss, with prejudice, PERB matters LA-CE-1606-M and LA-CE-1625-M.

/ / /

/ / /

/ / /

4. Article 12.1.1 of the existing MOU shall be modified as follows:

Cost Sharing

SUNLINE will pay for the premium cost for full-time employee's (and their dependents') medical coverage, subject to the following contribution limits:

	Employee Only	Employee + 1	Employee + Family
2021 Calendar Year:	\$610	\$1,093	\$1,432
2022 Calendar Year and beyond: <u>April 23, 2023 to December 31, 2023</u>	\$641 <u>\$679</u>	\$1,148 <u>\$1,358</u>	\$1,503 <u>\$1,766</u>
<u>January 1, 2024 to June 30, 2024</u>	<u>\$722</u>	<u>\$1,445</u>	<u>\$1,878</u>

SUNLINE will pay for the premium cost for part-time employee's own medical coverage only, subject to the same contribution limits.

IT IS SO AGREED

DATE: _____

TEAMSTERS LOCAL 1932

DATE: _____

SUNLINE TRANSIT AGENCY

SunLine Transit Agency

DATE: April 26, 2023 **ACTION**

TO: Board of Directors

FROM: Isabel Vizcarra, Chief Transportation Officer

RE: Approval of the Memorandum of Understanding (MOU) with Amalgamated Transit Union (ATU), Local 1277

Recommendation

Recommend that the Board of Directors approve the MOU between SunLine Transit Agency (SunLine) and Amalgamated Transit Union, Local 1277, and authorize the Interim CEO/General Manager to execute the MOU on behalf of SunLine.

Background

On October 19, 2021, SunLine's Management Negotiation Team and the ATU completed a joint training on interest-based bargaining where the parties exchanged a list of interests to be discussed and agreed upon ground rules.

The first official day of negotiations occurred on October 26, 2021 and continued for 16 additional sessions. Throughout the negotiating sessions, SunLine and the ATU reached two (2) tentative agreements which were both voted "no" by the ATU membership. After the "no" vote by the ATU membership in October 2022, SunLine and the ATU entered into mediation through the State of California. After six (6) sessions of state mediation, on the morning of March 22, 2023, SunLine and ATU reached a third tentative agreement. ATU members subsequently ratified this tentative agreement on March 28, 2023, and subject to approval by the Board of Directors, will be a three (3) year contract, commencing on April 1, 2022, and expiring on March 31, 2025.

This new agreement will include new classifications of maintenance employees and will result in modifications to work rules, including an increase in time limits for issuance of disciplinary action, an increase in progressive discipline for absences, a revised selection process for arbitration through the California State Conciliation Service (CSCS), and an extension to the rideshare pilot program side letter.

The first increase in wages, excluding maintenance supervisors and paratransit operators, shall be a 9% increase effective on April 23, 2023. The second wage increase of the agreement provides an increase of 3% effective the first full pay period in July 2024 for all classifications excluding Paratransit Operators.

Paratransit Operators will receive an increase of \$1.00 per hour as well as a 9% increase and will be effective on April 23, 2023. Paratransit Operators will receive an increase of \$0.50 per hour as well as an increase of 3% in the first full pay period of July 2024.

In addition to a 5% increase in wages effective on April 23, 2023, the new maintenance supervisor classifications shall receive wage parity to employees within the same classification and allow for a higher hourly rate for the Senior Maintenance Supervisor. The second wage increase in July 2024 will mirror the 3% increase for all classifications excluding Paratransit Operators.

Moreover, the agreement provides for three (3) \$500 retention pay opportunities over the MOU period for employees who remain with the Agency. The first payment will be made within the first two (2) full pay periods after Board adoption. ATU-represented classifications who remain actively employed by SunLine will receive scheduled payments in the first pay period of July 2023 and July 2024. The agreement also includes a significant increase in STA's employer's fixed contributions to ATU member's health insurance benefits.

A redlined copy of the final MOU is attached to this item for reference.

Financial Impact

Approval of this action will result in a total estimated expense increase of \$4,481,155 over the term of the agreement. The financial impact for the first year has been included in the FY23 budget and subsequent years will be budgeted in accordance with obligations established within the MOU.

Attachment:

- [Item 15a](#) – Amalgamated Transit Union Tentative Agreement Presentation
- [Item 15b](#) – Redlined Copy of Amalgamated Transit Union Local 1277 MOU
- [Item 15c](#) – Amalgamated Transit Union Local 1277 MOU (Redlined Changes Accepted)

Amalgamated Transit Union Tentative Agreement

April 26, 2023

New Language

- Maintenance supervisor classifications
- Maintenance supervisor shop steward
- Multiple grievances on the same subject will be processed as one
- 2nd level hearing decision can be delivered via DocuSign
- Documents related to CDL shall be submitted 2 weeks prior to the expiration date

Work Rules

- Time limit for holding disciplinary hearings increased from 12 days to 15 days
- Revised selection process for arbitration through the California State Conciliation Service
- 5 committee member panel, 5th member selection chance
- Chargeability of an accident within 30 calendar days from the date the accident is reported, in writing, to management
- Decrease absence occurrences for progressive discipline

Economics

- Maintenance Supervisor pay will be brought to \$33.50 plus 5% for first increase and 3% in July 2024
- The Senior Maintenance Supervisor pay will be \$34.50 plus 5% and 3% in July 2024
- Supervisors become non-exempt (hourly) employees and eligible for overtime and shift differential
- Paratransit to receive \$1.00 plus 9% for the first increase then \$0.50 plus 3% in July 2024
- All other positions to receive 9% for the first increase and then 3% in July 2024
- Fixed employer contributions based on 90/10% Kaiser HMO
- Increase yearly shoe allowance for maintenance employees from \$400 to \$500 for new electrical hazard safety shoe for required employees
- \$500/annually per employee retention pay
- MCO daily guarantee pay
- Paratransit daily overtime pay

Questions?



MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNLINE TRANSIT AGENCY

AND

AMALGAMATED TRANSIT UNION
LOCAL 1277

April 1, 2022 through March 31, 2025 April 1, 2019 through March 31, 2022



MEMORANDUM OF UNDERSTANDING
BETWEEN
SUNLINE TRANSIT AGENCY
AND
AMALGAMATED TRANSIT UNION LOCAL 1277

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PART 1 GENERAL PROVISIONS

The General Provisions of Part 1 of this Memorandum of Understanding shall apply to all employees covered by this MOU; however, specific language in a subsequent Part of this Agreement is in addition to these General Provisions.

ARTICLE G-1 RECOGNITION

SECTION 1.

Pursuant to the provisions of the Employee Relations Resolution of the SunLine Transit Agency, hereinafter called "SunLine", and applicable State Law, Amalgamated Transit Union Local 1277, hereinafter called the "Union", was certified on March 14, 1978 by the Department of Industrial Relations Conciliation Service as the exclusive representative of all operators and maintenance personnel of SunLine in the unit established in the Employee Relations Resolution excluding management, supervisory, professional and confidential employees. The term "employee" or "employees" as used herein shall refer to employees employed by SunLine in the unit in the classifications set forth in Article G-29, as well as such classes as may be added hereinafter to said unit by SunLine.

SECTION 2. EXCLUSIVE RECOGNITION.

Management agrees that it shall recognize Amalgamated Transit Union Local 1277 as the exclusive representative of all coach operators and maintenance employees of SunLine in said unit for the purpose of meeting its obligations under Meyers-Milias-Brown Act, Government Code 3500, et seq., and Employee Relations Resolution when SunLine's rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

UNIT WORK: During the term of this agreement, all transit operations and maintenance of equipment shall be performed by employees of the bargaining unit. SunLine will not enter into any warranty longer than what it has done as of April 1st, 2006.

SECTION 3. FUTURE RECOGNITION

It is expressly agreed that in the event SunLine shall engage in the providing of rail transportation services or "people mover" system, etc. in addition to those presently being provided, SunLine shall and hereby does recognize the Union as the exclusive representative of all employees engaged in the operation and maintenance of such new services. It is further agreed that such recognition shall be and hereby is extended to the same extent and for the same purposes as are set forth in this Article G-1 of this

Agreement.

It is further agreed that the terms and provisions of this Agreement shall be and hereby are extended to all new employees and classifications of employees whom the Union shall be entitled to represent as a result of the inclusion of this section in the Agreement.

It is further agreed that the rates of pay of said new employees or classifications of employees shall be the same as the rates of pay then in effect for those SunLine employees or classifications of employees whose functions or duties are similar to the functions or duties to be performed by said new employees or classifications of employees.

In the event the Union and SunLine believe there are no classifications of employees whose functions or duties are similar to the functions or duties then in existence, the Union and SunLine shall meet and confer to establish wage rates for such new classifications of employees.

In the event there is a dispute over the interpretation, implementation or intent of this Section, such dispute shall be resolved by final and binding arbitration in accordance with Article G-20 of this Agreement.

SECTION 4. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

A. Dues Deductions. The Union will maintain records of employee authorizations for dues deductions. The Union will provide SunLine with information regarding the amount of dues deductions and the list of Union employees who have affirmatively consented to or authorized dues deductions. SunLine shall not request the Union to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. SunLine shall deduct dues or fees on a regular basis from the pay of all classifications and positions recognized to be represented by the Union, who voluntarily authorize such deduction in writing to the Union. SunLine shall remit such funds to the Union within ten (10) days following the last pay period of each month, excluding Saturdays, Sundays and holidays, following the deductions. With each remittance, SunLine will submit a list of the amounts deducted from each employee. This list will be provided by mail.

B. List of Bargaining Unit Employees. SunLine agrees to provide the Union with a list, on a monthly basis, of the names of any employees holding classifications and positions recognized to be represented by the Union. The list will include all bargaining unit employees, including newly hired employees. The list will include the following information, to the extent that SunLine has such information: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with SunLine, and home address. SunLine will provide this list electronically.

C. Indemnification. The Union agrees to hold SunLine harmless and indemnify SunLine against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Union, except the intentional failure of SunLine to transmit the funds deducted from employees pursuant to this Article, to the Union.

D. The Union agrees to furnish SunLine with an up-to-date list of all its officers, business agents and stewards and to notify SunLine of any changes within 30 calendar days.

E. SunLine agrees to furnish the Union with an up-to-date list of the names of its CEO/General Manager, department heads of any department with bargaining unit employees as well as the department head of Human Resources and notify the Union of any changes within 30 calendar days.

F. New Employee Orientation. When a new employee orientation is conducted for new employees hired into positions represented by the Union, SunLine shall provide the Union with ten (10) days advance notice of the orientation and shall permit the Union up to one (1) hour per orientation class to present information to new employees in positions represented by the Union. If there are more than nine (9) new employees present in positions represented by the Union, then the Union shall be permitted up to two (2) hours to meet with such employees. No persons will be present except for the new employees and the union representative(s), which includes up to one (1) paid SunLine employee. When a newly hired employee does not attend an employee orientation within thirty (30) days of hire, SunLine will provide the Union with timely notice of same and will give the Union up to one (1) hour to meet with that employee. If there is more than one (1) employee who did not attend the employee orientation, SunLine may combine those employees into one (1) meeting with the Union. The meetings between the Union and employee(s) shall take place during the employees' regular working hours with no loss of pay to the newly hired employees. If the Union representative is a SunLine employee, such employee will be paid for the time of the orientation, in accordance with Article G16, Section 1.

ARTICLE G-2 NONDISCRIMINATION

SECTION 1.

The parties mutually recognize and agree to protect the rights of all employees hereby to join or participate in protected Union activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 to 3511.

SunLine and the Union agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliation or citizenship status. SunLine and the Union shall meet and confer on any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

SECTION 2.

Nothing in this Agreement shall preclude SunLine from reasonably accommodating an

employee with a disability under the Americans with Disability Act (ADA) or otherwise complying with the ADA.

ARTICLE G-3 MANAGEMENT RIGHTS

A. It is understood and agreed that SunLine possesses the sole right and authority to operate SunLine and to direct the employees of SunLine and its various departments in all aspects, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hiring and promotion and transfer of employees, and their discharge or discipline for proper cause are the rights of SunLine, except as limited elsewhere in this Agreement.

B. The Union recognizes that infractions of SunLine's Rules and Regulations that are necessary for efficient operations will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by SunLine shall be valid if they violate any provisions elsewhere set forth in this Agreement.

C. SunLine's exercise of any right or prerogative pursuant to this Agreement may be made the subject of a grievance.

ARTICLE G-4 NO STRIKE - NO LOCK OUT PROVISION

SECTION 1.

The Union, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick out or any other job action by withholding or refusing to perform services.

SECTION 2.

SunLine agrees that it shall not lock out its employees during the term of this Agreement.

SECTION 3.

Any employee who willfully participates in any conduct prohibited in Section 1 above shall be subject to immediate termination by SunLine.

SECTION 4.

If the Union fails, in good faith, to perform all responsibilities listed below in Section A, SunLine may pursue such legal remedies as may be available under the Employee Relations Resolution and the law.

A. UNION RESPONSIBILITY

SECTION 1.

In the event that the Union, its officers, agents, representatives or members engage in any of the conduct prohibited in Section 1, above, the Union shall, upon written notice sent to the principal authorized agents of the Union, instruct persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and they must immediately cease engaging in conduct prohibited in Section 1 above and return to work at full productivity.

SECTION 2.

If the Union performs all of the responsibilities set forth in Section 1, above, in good faith, the Union, its officers, agents and/or representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

**ARTICLE G-5
DISTRIBUTION OF CONTRACT**

A copy of the Agreement will be issued to each employee upon approval by both parties and to all new employees covered by this Memorandum.

**ARTICLE G-6
NEGOTIATIONS**

It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of SunLine and the duly authorized representatives of the Union.

**ARTICLE G-7
WAIVER OF PROVISION**

A waiver or breach of any condition of this Agreement by either party shall not constitute a precedent for any subsequent waiver or breach of any condition.

**ARTICLE G-8
WARRANTY OF CAPACITY**

SECTION 1.

Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the

Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

SECTION 2.

The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

SECTION 3.

This contract contains all of the agreements, stipulations and provisions agreed upon by either party. No representative of either party has the authority to make, or to be bound by, any agreement, stipulation or provision made prior to the execution of this contract.

**ARTICLE G-9
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

The parties mutually agree that during the term of this Memorandum of Understanding not to seek to negotiate or bargain with wages, hours and terms and conditions of employment whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

**ARTICLE G-10
EMERGENCY WAIVER PROVISION**

In the event of circumstances of a general disaster nature beyond the control of SunLine, such as Acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of SunLine which restrict SunLine's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Union shall have the right to meet and confer with SunLine regarding the impact on employees of the suspension of these provisions in the Memorandum and any personnel rules and policies.

**ARTICLE G-11
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

SECTION 1.

It is the intent of the parties hereto that the provisions of this Memorandum of

Understanding shall supersede all prior Agreements and Memoranda of Understanding or contrary Salary and/or Personnel Resolutions or Rules and Regulations of SunLine, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with federal or state law.

SECTION 2.

It is understood and agreed that there exists within SunLine, in written form, Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of SunLine. Such Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of SunLine may, at the sole discretion of SunLine, stay in full force and effect or be modified as it sees fit, provided, however, that nothing therein shall be enforceable which is in conflict with this Memorandum of Understanding. New provisions or amendments to these Resolutions and/or Code may be adopted and/or implemented by SunLine. The Union may grieve regarding any such changes or modifications of these Resolutions and/or Code if they are not in accordance with the Memorandum of Understanding or directly affect wages, hours or terms of employment covered by this Memorandum of Understanding.

ARTICLE G-12 SEPARABILITY PROVISION

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. Such provision, if found to be inoperative, void ~~or invalid~~ or invalid shall be re-negotiated.

ARTICLE G-13 DURATION

SECTION 1. – DURATION AND TERMINATION

This agreement shall be made effective on April 1, ~~2022,2019~~ and shall remain in full force and effect to and including March 31, ~~2022-2025,~~ and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) days prior to March 31, ~~20222025~~. If neither party so serves such notice of termination, this Agreement, after March 31, ~~20222025~~, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.

SECTION 2. – REQUESTS TO MODIFY

Any request 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) days prior to March 31, ~~2022~~2025, and in the event the Agreement is in effect after such date by reason of the provisions of Section 1 hereof, not later than sixty (60) days prior to the time it is proposed to make such change or modification.

ARTICLE G-14 COPE

If an employee agrees in writing to make voluntary Committee on Political Education (COPE) or voluntary life insurance offered by the Union contribution, on a form approved by both the Union and SunLine, then SunLine will deduct such amounts from payroll and remit to the Union in the same manner as the dues deduction herein.

ARTICLE G-15 UNION VISITATION RIGHTS

Authorized Union representatives shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. An authorized representative, other than Stewards, desiring access to a work location hereunder, shall inform the SunLine General Manager or designee upon arrival, if during operating hours. If the visit is not during regular working hours the Union shall notify the General Manager or the General Manager's designee prior to the intended visit. While at SunLine's facilities, the Union representative shall agree to observe the same security, conduct and safety rules and regulations of SunLine as other visitors and shall not unduly interfere with the performance or work of any employee or group of employees. Should this agreement be breached by the Union representative, said representative may be ejected from the premises. Access to work locations will only be granted to Union representatives on the current list.

ARTICLE G-16 STEWARDS

SunLine agrees to recognize ~~three (3)~~ four (4) stewards, two (2) stewards in the Maintenance department ~~{one (1) for the Maintenance Supervisors and one (1) steward for all other in Maintenance employees department}~~, one (1) steward in Operations department and one (1) steward for Paratransit and alternates (to act in absence of steward) designated by the Union from time to time. Stewards shall recognize that they have regular full-time duties as employees of SunLine and shall conduct themselves in accordance with the requirements of all employees of SunLine.

The Union shall have the responsibility to notify SunLine in writing of the names of its duly authorized stewards. SunLine shall not recognize or deal with any employee as a steward unless they are on the designated steward list.

Stewards shall spend only the time necessary to expeditiously carry out their functions as steward and shall not unduly restrict or interfere with the performance of their own duties.

Stewards may leave their immediate work location to perform these duties, however, stewards shall first obtain permission from their immediate supervisor to leave the area and shall inform the supervisor of the reason for their leaving the area. The supervisor shall be responsible for maintaining time records of the amount of time stewards spend in the performance of their steward duties.

The Union and SunLine agree to review the amount of time spent by stewards in the performance of their duties on a bi-annual basis, to determine whether the stewards are observing the provisions of this Article.

The stewards shall minimize the amount of interference with SunLine's work in the performance of their duties.

At any time either party may request to meet and confer regarding the application of this procedure.

Stewards shall not log overtime or premium pay time for time spent performing any function as a steward. Except the stewards will be guaranteed their shift/bid time and this shall be treated as time worked for all Overtime calculations. Anytime worked beyond shift/bid time shall be paid at straight time.

The non-supervisory Maintenance steward's position is guaranteed to be a day shift with Saturday and Sunday as days off. The Supervisor Maintenance steward is not guaranteed any specific shift, as a steward.

SECTION 2.

SunLine shall assign a room to the Union/stewards to be used for union business at their discretion, upon reasonable notice to SunLine. Said notice can be as short as 10 minutes. Stewards shall sign in for use of the room.

If SunLine is using the room at the time of the request, SunLine can complete its meeting before it is used by Union/steward. If the room is occupied by SunLine at the time of the request, and the Union/steward cannot wait until the meeting is concluded, SunLine shall provide another room if available.

SunLine shall provide a desk and chairs in the assigned room. Union can place filing cabinets in the assigned room. Union assumes the risk for any damage to the filing cabinets or its contents. Use of room to include up to thirty (30) minutes for both the employee/grievant and the Union representative to view and discuss any evidence without management present, when such cases include video (internal or external) with potential regards to employee discipline.

**ARTICLE G-17
PUBLIC NOTICES**

SECTION 1.

No public notice shall be posted relative to errors, shortages or mistakes which have been made by individual employees, referred to by name, covered by this Agreement.

SECTION 2.

SunLine will maintain glass enclosed bulletin boards in the following locations: one (1) in the Thousand Palms Operator's lounge; one (1) in the Thousand Palms Maintenance facility; and one (1) in the Indio facility in a mutually agreeable location. The bulletin boards will have locks and keys and the keys will be given to the duly authorized Union representative. The bulletin boards may be used by the Union for posting Union approved notices.

SECTION 3.

The Union representative shall not post or distribute any other notices, pamphlets, advertising, political matters or other kinds of literature upon SunLine property.

**ARTICLE G-18
SENIORITY/RECALL BUMPING**

SECTION 1.

Seniority for the purpose of this Agreement is defined as the length of unbroken service in the bargaining unit. Effective 04/01/06, when more than one person is hired into a classification on the same day, seniority will be determined by using the date/time stamp of the employees initial physical exam report time. The earlier date/time stamp will be recognized as the more senior employee.

SECTION 2.

In promoting employees to higher paying jobs, SunLine shall select those employees who are to be promoted to higher paying jobs (within the bargaining unit). In making such selection for promotion, where qualifications and performance are relatively equal between employees for assignment to higher paying jobs, the senior regular employee shall be awarded the higher paying job unless otherwise stated. Operators shall be deemed to be equally qualified. In case of lay-off due to lack of work, SunLine shall retain the most senior employees, within classification. Laid-off employees will be given the opportunity to return, subject to work availability, in order of seniority within each respective classification.

SECTION 3.

Employees shall lose all seniority rights and employment shall cease for any of the

following reasons:

- a) Resignation.
- b) Discharge.
- c) In the event of recall from a layoff, the failure to report their availability for work within forty-eight (48) hours after SunLine sends Federal Express (Next Day Delivery Guaranteed) notice to employee's last known address shown on SunLine records; hereafter this employee shall be available for work after ten (10) working days from the sending of notice of recall and date to report at the time and place specified, or they will be deemed to have voluntarily quit and shall lose all seniority.
- d) Failure to notify the agency by an effective means of notice once every (30) days following lay-off, indicating their continuing availability for employment provided SunLine has an effective means of receiving notification.
- e) Absence due to lay-off for a period of one (1) year.
- f) If the employee overstays a time off without pay without proper notification and authorization from SunLine.
- g) If the employee engages in other employment during a period of leave unless approved by both the Union and SunLine.
- h) If a settlement has been made with the employee for total disability.
- i) If the employee retires.
- j) If an employee is absent from work for a non-industrial illness or injury in excess of one (1) year.
- k) If an employee is absent from work for an industrial illness or injury in excess of two (2) years.

SECTION 4. SENIORITY OF EMPLOYEES BY REASON OF ACQUISITION.

Employees who have prior continuous service with any transit operation which is, in the future, acquired by SunLine, and who remain in the continuous service of SunLine after such acquisition, shall retain their most recent date of continuous employment with such predecessor transit operation as their seniority date.

SECTION 5. Employees transferring from the operating department to the maintenance department, or from the maintenance department to the operating department, with the consent of SunLine and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

SECTION 6. EFFECT OF TRANSFER ON SENIORITY.

No change in classification of a regular full-time employee, whether within any one of the

main classifications or from one main classification to another, shall cause any loss in the seniority of such employee except in the bidding of work assignment where such bidding will be by date of seniority of the last transfer into the appropriate department.

SECTION 7. PROCEDURE.

In the event of a changed classification, any employee found to be unqualified, shall be restored to their former position without loss of seniority. The retention of any employee ninety (90) days or over in such changed classification shall be deemed an acceptance of their qualifications by SunLine. Employees who have changed classifications and have retained their new classification in the bargaining unit with more than ninety (90) days but whose job is subsequently eliminated by a reduction in staff or for other reasons, shall be permitted to resume their position on the seniority list in their former job classification.

ARTICLE G-19 PROMOTIONS AND TRANSFERS

SECTION 1. PROMOTIONS.

Any employee covered by this Agreement who is promoted to a position not included within the scope of this Agreement shall within forty-five (45) days of such promotion determine if they shall continue on such promotion or return to their previous job. Employees who elect to remain in such new positions shall forfeit all departmental seniority; provided, further, that any employee who is promoted a second time within a floating six-year period, will immediately forfeit all departmental seniority.

ARTICLE G-20 GRIEVANCE PROCEDURE

SECTION 1. APPEAL LEVELS AND TIME LIMITS

When a grievance or dispute with respect to discipline or the interpretation or application of the terms of this Memorandum of Understanding has been presented to SunLine by an employee or an authorized Union representative, and has not been satisfactorily adjusted by an authorized SunLine representative, and the employee or the Union wishes to further prosecute the issue, it shall then be adjusted according to the following:

SECTION 2. STEP ONE:

Non Disciplinary Cases

a) Any such grievance or dispute shall be presented, in writing, on the ATU Grievance form, for adjustment immediately but in no event more than two hundred forty (240) hours (ten (10) days) after occurrence.

The employee may personally present the grievance or dispute to the employee's Chief

or designee if he/she so desires.

b) Any employee having a grievance or dispute may present it to the employee's Chief or designee through a Union representative. The Chief or designee will hold a meeting with the employee and the Union representative to discuss and attempt to adjust the matter – No more than two representatives from Management and two representatives from the Union shall be present, and the grievant shall be present. The Chief or designee will give a written answer within two hundred forty (240) hours (ten (10) days) after receiving the ATU Grievance Form, which, if denied, shall include the reasons therefore. Every effort will be made by both parties to settle grievances or disputes in this Step One. If multiple grievances are filed on the same subject, these will be combined into a group grievance involving the affected employees and will be processed as one grievance.

SECTION 3. DISCIPLINARY CASE

Discipline will be administered only for proper cause.

SECTION 4. REPRESENTATION AT COUNSELING SESSION

Whenever employees are called in for the purpose of a disciplinary counseling, SunLine will conduct such counseling with the Union representative present, if the employee so desires.

SECTION 5. PROTECTION OF EMPLOYEE'S RECORD

It is mutually agreed that no entry shall be made on the employee's record of such suspension or discharge if the employee was found to be completely blameless by mutual agreement.

SECTION 6. CONSIDERATION OF SERVICE RECORD ITEMS ON ONE YEAR'S STANDING

Notation of one year's standing or more on service record of employee will not be considered in disciplinary cases except for accidents for eighteen (18) months and drug and alcohol for 24 months. This one year time period may be extended by mutual agreement on a case by case basis between SunLine and ATU.

SECTION 7. NOTIFICATION TO EMPLOYEE OF IMPENDING DISCIPLINE

a) Discipline hearings shall be held within fifteen (15) ~~twelve (12)~~ days, excluding Saturdays, Sundays, and Holidays, from the date of the incident or infraction giving rise to the discipline except in cases of harassment, discrimination or retaliation where SunLine has up to 65 days from of SunLine's knowledge of the incident. Any day the employee is off work, due to sickness, injury, vacation, bereavement leave or any other legally protected leave shall be excluded from the calculation. The employee must be given at least forty-eight (48) hours' notice of the time, date, place and subject matter of the hearing. All hearings where a decision is pending shall be answered within ten (10) days (240 hours) excluding Saturdays, Sundays and Holidays from the date of the hearing.

b) Before an employee is disciplined as a result of complaints or reports from sources outside SunLine's supervisory force, the employee shall be first given a hearing by the employee's Chief or designee.

c) Before an employee is suspended as a result of an infraction of rules, except in cases such as gross misconduct, insubordination, allegedly being under the influence of narcotics, alcohol or stimulants, or of physical assaults or threats thereof, the employee will be given at least forty-eight (48) hours notification prior to suspension.

SECTION 8. HEARING BEFORE DISCHARGE

Before an employee covered by this Memorandum of Understanding is discharged, a hearing shall be set where the employee may present his/her case. The Union will be given notice of the time and place of such hearing and may appear and represent the employee if the Union and/or the employee elects.

SECTION 9. PROTECTION OF EARNINGS

If, after a review of a suspension or discharge, it is mutually agreed that an employee who was suspended or discharged was completely blameless as regards to the offense charged, he/she shall be reinstated to his/her former position without loss of seniority and will be paid all the wages he/she would have earned during the period of suspension or discharge up to a maximum period of thirty (30) days. If the suspension or discharge period exceeds thirty (30) days, the wages he/she may have earned in other employment after the thirtieth day, or benefits received through California Unemployment Insurance by reason of unemployment after the thirtieth day, shall be deducted from the total earnings he/she would have earned from SunLine. If, however, after such review it is found that the employee in question was not completely blameless, then the parties may mutually agree upon what, if any, portion of wages he/she would have earned should be restored to the employee.

SECTION 10. STEP TWO:

Disciplinary and non-disciplinary cases.

a) Matters not resolved at step one, or after discipline is imposed pursuant to section 7 of this article, will be referred to step two. If the step one answer is not satisfactory, the authorized Union representative may appeal the grievance or dispute to the General Manager or designee within thirty (30) days from receipt of the Step One written decision. The Union shall state that the answer is unsatisfactory and identify the issue being grieved, the contract provision allegedly violated and remedy requested. Immediately thereafter, a meeting will be arranged between the General Manager or the designee and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within two hundred forty (240) hours (ten (10) days) from the time the grievance or dispute was referred to the General Manager or the designee. The case will be discussed and even though an oral decision is given in the meeting, a written decision shall be made and a copy thereof shall be delivered to the authorized Union representative within three hundred sixty (360) hours (fifteen (15) days) from the time of the meeting referred to above.

b) The grieving employee shall suffer no loss of pay for the Step Two hearings if he/she is in attendance during the hours of their regular shift.

SECTION 11. THE STEP TWO WRITTEN DECISION SHALL INCLUDE THE FOLLOWING

1. Date.
2. Names of those present.
3. Statement of each grievance or dispute discussed.
4. The Union's position with respect to the grievance or dispute.
5. SunLine's position with respect to the grievance or dispute.
6. SunLine's answer to the grievance or dispute.

One copy of this decision with the date and time mailed by SunLine noted, will be electronically delivered via DocuSign and mailed to the Union President/Executive Board member assigned to the Agency or his or her designee. ~~If possible, a copy will also be faxed to the Union office.~~

If SunLine issues a verbal warning or a written warning, these can go through Step 1 or Step 2 of the grievance procedure but cannot go to arbitration. If a suspension or discharge is issued, in part, on the prior verbal warning or written warning, the Union will be able to fully dispute the verbal warning or written warning in that arbitration.

SECTION 12. SUBMISSION TO MEDICAL EXAMINATION

Any employee charged with being under the influence of alcohol or drugs while on duty, or on SunLine property, shall be requested to submit to medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test and to sign the consent form will constitute acknowledgment by the employee of his/her guilt.

SECTION 13. TIME LIMITS

Either party failing to meet the time limits will forfeit its case. Any of the time periods within which any of the acts required in this Article G-20 are to be performed may be extended by mutual consent of the parties.

SECTION 14. EXCLUSION OF SATURDAYS, SUNDAYS & HOLIDAYS FROM TIME LIMITS

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

STEP 3: ARBITRATION

SECTION 15. PROCEDURE FOR NOTIFICATION

If a grievance or dispute with respect to the interpretation or application of any terms of this Memorandum of Understanding is not satisfactorily settled, the Union may demand in writing that it be submitted to arbitration before a Board of Arbitration hereinafter described and referred to as the "Board", and SunLine and the Union shall arbitrate such grievances or disputes. This demand shall be served upon SunLine within fifteen (15)

days from the date of the delivery of the decision of the General Manager or designee of SunLine, on the grievance or dispute rendered in Step Two of the Grievance Procedure, as set forth in Article G-20.

SECTION 16. ISSUES SUBJECT TO ARBITRATION

At least ~~five (5)~~ seven days prior to the arbitration hearing, each party will provide the neutral arbitrator and the other party a statement of the issue(s) to be arbitrated and the proposed remedy, if any. ~~(The statement will be sent to the President of the Union, for the Union, and to the General Manager of SunLine for SunLine.)~~ In cases where the parties have not agreed on the issue(s), the neutral arbitrator will frame the issue to be decided. It shall be mutually understood that the Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Memorandum of Understanding.

SECTION 17. CHOOSING THE ARBITRATION BOARD

The Board shall consist of three (3) persons; one (1) person chosen by the Union, one (1) chosen by SunLine and a neutral arbitrator chosen by the method described in Section 18 below. SunLine and the Union shall submit to each other the names of their respective representatives within five (5) days of the receipt of the demand to submit a grievance to arbitration, as provided in Section 15 of this Article.

SECTION 18. DETERMINATION OF THIRD ARBITRATION BOARD MEMBER IN CASE OF DISPUTE

Unless mutually agreed, ~~SunLine and the Union shall each appoint a representative to the arbitration panel. As the chairperson of the arbitration panel, either party may request a list of five (5) arbitrators (who are members of the National Academy of Arbitrators and are located within 250 miles from SunLine headquarters), registered with the California State Mediation and Conciliation Service (SMCS) or some other mutually agreed upon source within twenty (20) days of Union's request for arbitration. SunLine shall pay for any fee that is charged for the list. The parties will set a time to strike names. The party who strikes first will be selected at random. After the first strike, the Union and SunLine will alternatively strike names. The last name remaining on the list is the chairperson selected, the neutral arbitrator will be chosen by lot from a list consisting of (1) Alexander (Buddy) Cohn, (2) R. Douglas Collins, (3) Louis Zigman, (4) Robert Bergeson, and (5) Barry Winograd. Unless otherwise agreed, the selection of the neutral arbitrator will take place at the Step Two meeting referred to in Section 10 of this Article. "Chosen by lot" means that the names of the arbitrator will be placed into a container and one name drawn out. If the neutral arbitrator selected by lot is unwilling or unable to serve, or is unable to commence the arbitration within three (3) months of being notified of the appeal, the parties will draw again by lot. The neutral arbitrator selected under this Section shall serve as the Chairperson of the Arbitration Board.~~

~~If the neutral arbitrator an individual listed above is unable or unwilling is unwilling or unable to serve, or is unable to commence the arbitration within three (3) months of being notified of the appeal, the parties will continue to select arbitrators from those remaining on the original list until such time as a replacement arbitrator can be agreed upon. The neutral arbitrator selected under the Section shall serve as the Chairperson of the Arbitration Board, the parties will meet and discuss a replacement member. However, the~~

~~parties will continue to select arbitrators from those remaining until such time as a replacement arbitrator can be agreed upon.~~

SECTION 19. ARBITRATION BOARD PROCEDURES

The Board shall convene at a date to be determined by the three person Board. The parties further agree that in the conduct of the proceedings, the Board shall follow orderly rules of procedure; first, the issues to be presented to the Board; second, the direct and rebuttal evidence of the parties; third, oral argument by the parties; and fourth, submission and ruling by the Board.

SECTION 20. MUTUAL CONSENT TO DECISIONS AND CERTAIN EXPENSES

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The parties further agree: (1) that the rulings of a majority of the Board members, with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties; (2) that each party shall pay its own arbiter; (3) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the Board; (4) that a written decision or award, by a majority of the Board members, shall be rendered within a time limit which is agreeable to the three person Board.

SECTION 21. GRIEVANCES OR DISPUTES NOT SUBJECT TO ARBITRATION

No grievance or dispute shall be presented for arbitration until the employee or the Union has availed itself of the entire Grievance Procedure set forth in Article G-20, and all grievances or disputes shall be considered finally settled and not subject to arbitration unless a written demand for arbitration has been served upon SunLine as provided in Section 15 of this Article.

SECTION 22. CALLING OF WITNESSES

The Board, or either party, may call any employee as a witness in any proceedings before the Board, and if the employee is on duty, SunLine agrees to release that employee from duty so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such witness will reimburse the witness for the time lost.

ARTICLE G-21 MISS-OUTS

SECTION 1. MISS-OUTS. Operations (Mechanics and Stops and Zones- see Section 2)

A "miss-out" is defined to be: Each failure of an Operator to report for duty or within 15 minutes of the scheduled start time and at the proper place at which their assigned duties are scheduled to start or their failure to call in and advise SunLine at least sixty (60) minutes prior to the sign-on time of their run or shift that they will not be in.

Operators who are charged with a miss-out are not entitled to sick leave pay. If an operator arrives within 15 minutes of his or her scheduled shift, they shall be placed on the extra board and be given a late arrival. The operator who has arrived within 15 minutes shall be held for a minimum of 6 hours with pay from time of arrival. If assigned work the operator shall be compensated for actual hours worked. If an employee arrives after 15 minutes, they may voluntarily remain on site while waiting for the next available work and the waiting period is not subject to compensation. If the operator is assigned work, he or she shall be paid for actual hours worked. If two or more operators are late, assignments will be given first to the employee who arrived first. Operators who arrive late and stay shall be used before the VCB. Operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

If in the event a Paratransit Operator arrives within 15 minutes of his or her scheduled start time, the Paratransit Operator shall be held for a minimum of 6 hours with pay from the time of arrival. Work will be compiled for the Paratransit Operator based on the demand for service. Paratransit Operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

A miss-out shall be excused for good and sufficient reason, provided the employee who misses out submits a written request for same upon reporting at SunLine. The determination as to what constitutes good and sufficient reason shall be made solely by SunLine. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

- a) Upon first unexcused miss-out, employee will receive a verbal warning.
- b) If an employee accrues two unexcused miss-outs within ninety (90) days, employee will receive a one day suspension.
- c) If an employee accrues three unexcused miss-outs within ninety (90) days, employee will be terminated.
- d) When an employee has a second unexcused miss out beyond the ninety day period but within a rolling 12 month period, they will receive a written warning.
- e) When an employee has a third miss-out beyond the ninety day period but within a rolling 12 month period, employee will receive a one day suspension.
- f) When an employee has a fourth miss-out within a rolling 12 month period, employee will be terminated.
- g) Two (2) late arrivals will equal one (1) miss-out. Any employee missing out or arriving late will be paid only for time actually worked. (No guarantees will be applicable). In both the late arrival and miss-out, once another employee, including an extra is assigned the run or shift, the employee missing out or arriving late will forfeit all privileges to that run or shift for the day.

Mitigating Circumstances as defined in Article G-34 Section 5, may be applied to a) through g) above.

SECTION 2. MISS-OUTS FOR MECHANICS AND STOPS AND ZONES ONLY.

A "miss-out" is defined to be: Each failure of any employee to report for duty at the proper time and at the proper place at which their assigned duties are scheduled to start or their failure to call in and advise SunLine at least thirty (30) minutes prior to the sign-on time of their run or shift that they will not be in. Employees must work the 8 hour shift and will be given one extra late before they are given a miss out in a 90 day period.

A miss-out shall be excused for good and sufficient reason, provided the employee who misses out submits a written request for same upon reporting at SunLine. The determination as to what constitutes good and sufficient reason shall be made solely by

SunLine. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

a) When an employee has a second unexcused miss-out within ninety (90) calendar days, they may be suspended for one (1) day without pay.

b) When an employee has a third miss-out within ninety (90) calendar days, they shall be subject to further disciplinary action up to and including dismissal.

c) Further, when an employee has four (4) miss-outs in a twelve (12) month period, they shall be subject to disciplinary action up to and including dismissal.

d) Two (2) late arrivals will equal one (1) miss-out. A late arrival shall be defined as an employee reporting late but who does not pull their assigned run or shift. Any employee missing out or arriving late will be paid only for time actually worked. (No guarantees will be applicable). In both the late arrival and miss-out, once another employee, including an extra, is assigned the run or shift, the employee missing out or arriving late will forfeit all privileges to that run or shift for the day.

ARTICLE G-22 UNIFORMS

SECTION 1.

Subject to objections of health or safety, SunLine has the authority to require the wearing of such uniforms as it may designate from time to time during the life of this Memorandum of Understanding.

OPERATIONS:

~~a) The 2016 changes to this Article G-22 shall become effective on July 1, 2016, or as soon as a contract can be implemented with an appropriate uniform provider. The current system will remain in effect until that contract is implemented. Implementation means the delivery of all uniforms under the new system.~~

b) SunLine will provide each operator with a one-time total initial uniform purchase credit of up to \$432 to purchase SunLine approved uniforms (including shirts, pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s).

c) SunLine shall provide a maximum \$300 annual credit for each operator to purchase SunLine approved uniforms (including shirts, pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s). The \$300 credit shall be provided on July 1 each year (see (d) below for application to new employees). ~~Operators will wear brown or black shoes through June 30, 2017. The only hats to be worn are SunLine approved hats. A plain black or brown belt must be worn through June 30,~~

~~2017. Effective July 1, 2017, o~~Operators must wear black belts and shoes.

- c) For new hires, the one-time initial \$432 credit will be available for use when training is completed. For new hires who received a \$432 credit before completing one year of service as an operator, the annual credit provided in the following July will be a total of \$25 for each month the operator worked in the prior fiscal year. For purposes of this calculation only, the operator shall be deemed to have worked for a month if the operator works any number of days during that month.
- d) Operators will wear clean and presentable uniforms, and shall be responsible for cleaning and maintaining the uniforms. If an on-the-job event outside of the operator's control causes major damage to a uniform item as determined by SunLine, then SunLine will replace the damaged uniform item.

MAINTENANCE AND STOPS AND ZONES:

- a) SunLine shall provide clean uniforms for employees. Each employee will be given a choice of regular uniforms or coveralls, as an option.
- b) Employees will be supplied a waist safety belt upon request. Belts will be replaced on an "as needed" basis. If lost, they must be replaced by the employee.
- c) SunLine will supply each employee with a jacket. This jacket will be the only acceptable jacket to be worn on duty with the SunLine uniform. It is the responsibility of each employee to clean the jacket.
- d) SHOE ALLOWANCE: On a fiscal year basis, SunLine shall allow for the purchase of up to two pairs of safety shoes for employees. Employee shall apply for reimbursement with proof of purchase. Employees who are reimbursed shall be required to wear safety shoes during working hours. The following maximum re-imbursments shall apply: \$200 per pair per fiscal year for up to two pairs of safety shoes. Maintenance employees that are required to purchase electrical rated (EH) safety shoes will receive a maximum of \$250 reimbursement per pair per fiscal year for up to two (2) pairs.
- e) Members shall be permitted to wear one Union emblem on service uniform.
- f) SunLine will provide rain gear for use by Maintenance employees.

SECTION 2.

SunLine will issue lockers to each employee for their own personal use. SunLine reserves the right to open any locker, provided that a Union representative witnesses the opening of any locker by SunLine management personnel unless the employee permits the opening without the presence of the Union representative. If no Union representative is available, SunLine may secure the locker until such time as the Union representative is available.

SECTION 3. SEPARATION OF SERVICE:

Uniforms and all other items furnished by SunLine (other than items purchased by the employee using the uniform purchase credit) must be returned by employee upon termination of employment. SunLine may deduct from employee's last paycheck the

replacement cost of uniforms or other items furnished by SunLine in the event such items are not returned by the employee.

ARTICLE G-23 PHYSICAL EXAMINATIONS

SECTION 1.

SunLine may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

SECTION 2.

Employees shall complete fully and truthfully a medical history form provided by SunLine which has been previously approved by the Union. Falsification on the form by omission or commission will be grounds for discipline, including discharge.

SECTION 3.

The examining physician shall be selected by SunLine and the cost of such examinations shall be paid by SunLine.

SECTION 4.

As a condition of continued employment with SunLine, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform their duties.

SECTION 5.

Should any required physical examinations above provided for reveal the physical or mental unfitness of the employee involved to perform their duties, they may, at their option, have a review of their case in the following manner:

- a) They may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by SunLine.

A copy of the findings of the physician chosen by the employee involved shall be furnished to SunLine and, in the event that such findings verify the findings of the physician employed by SunLine, no further medical review of the case shall be afforded.

- b) In the event of a disagreement between the doctor selected by SunLine and the doctor selected by the employee, SunLine and the Union shall together select a third doctor within thirty (30) days after receipt of the opposing opinion, whose opinion and recommendation shall be final. The cost of the third impartial doctor shall be borne equally, half by SunLine and half by the employee. If the parties are

unable to agree on a doctor, the medical arbiter shall be chosen by lot from a list of seven (7) furnished by the Medical Association.

SECTION 6.

Should any physical examination above provided reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

- a) The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to their ability to do so safely.
- b) The employee involved shall be taken out of service and given a leave of absence (subject to the limits set forth in Article G-18 Seniority) for the purpose of undergoing medical treatment until such time as the examining physician shall certify to their physical and mental fitness to perform again the duties for which they were employed and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform their duties shall be required to supply SunLine with a physician's report covering their condition at least once every thirty (30) days. The cost of the report to be borne by the employee.

SECTION 7.

Any employee, when required by SunLine to be relieved from duty for the purpose of taking a physical examination, shall be paid for time lost in taking such physical examination.

SECTION 8.

For the purpose of the Department of Motor Vehicles, SunLine will provide for renewal by examining doctors at no cost to the employee. On the first day of each month, SunLine shall post a list of employees who are due to take the Department of Motor Vehicles' physical examination during the following month. For the purpose of interpretation of this section, all examinations required by the Department of Motor Vehicles, California Highway Patrol or any other authoritative agency will be included. Employees shall complete their physical examination and submit all required documentation at least two (2) weeks prior to the expiration of their documents related to their CDL. No discipline will result from not meeting the two (2) week deadline. Employees who do not maintain active licensing will not be scheduled to work or paid regular wages. All such physicals will be considered as continuous work time and paid for in accordance with the Fair Labor Standards Act. All time worked in excess of forty (40) hours per week will be paid for at time and one-half (1-1/2).

SECTION 9. Reimbursement of DMV Fees

SunLine will reimburse employees covered by this MOU for all DMV license renewal fees as follows:

- 1) Licenses, permits or endorsements required by SunLine as part of the job requirements, or for which SunLine has previously trained the employee;

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- 2) Employees with one or more years of service;
- 3) A receipt from the DMV.

ARTICLE G-24 PAYDAYS/PAYCHECKS

Employees shall be paid on Friday every other week. In the event a holiday falls on a payday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub. SunLine may change to a payday other than Friday if mutually agreed upon.

In the event there is a shortage in pay on a regular paycheck, such shortage shall be made up in accordance with the following procedure (tax is the same as the rate on file):

- 1) A shortage of less than fifty dollars (\$50) will be included in the next regular pay period.
- 2) Shortages between fifty dollars (\$50) and two hundred dollars (\$200) will be paid no later than the Friday after the shortage is shown to the Agency.
- 3) Shortages of two hundred dollars (\$200) or more will require the issuance of a special check no later than the next regularly scheduled Payroll Department work day.

ARTICLE G-25 HEALTH AND SAFETY

SECTION 1

The Union recognizes that accident prevention work is necessarily incident to the operation of SunLine's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial, both to SunLine and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with SunLine in such safety work and to take an active part and interest in accident prevention work, and that all safety meetings held and conducted by or for SunLine are mandatory. It is understood that mandatory meetings will be limited to nine(9) per calendar year and that at least three (3) sessions in Operations and as needed in Maintenance, making the meetings convenient for all employees, will be held on the day of the meeting. These meetings shall not conflict with the Union meetings held on the first Thursday after the first Tuesday of each month. Further, it is understood that all time spent in such meetings will be paid for by SunLine and if a regular employee is held over after normal working hours, they will be paid at the time and one-half (1 1/2) rate of pay for all time spent in such meetings. It is further understood that part-time employees will not

receive the overtime rate unless they have actually worked forty (40) hours or more during the week when the meeting occurs.

SECTION 2

The Union shall assign one (1) member each from Fixed Route, Maintenance, and Paratransit to be a part of both SunLine's Health and Wellness Committee and SunLine's Safety Committee. The names of the assigned members shall be provided in writing to the Deputy Chief Operating Officer or designee(s).

SECTION 3

The Union and SunLine will encourage and educate employees to work with law enforcement whenever an employee is the victim of criminal activity while in the performance of their duties.

ARTICLE G-26 EQUIPMENT CHANGE

No employee shall be required to operate, beyond the nearest practicable change point, a vehicle not in a safe condition and/or equipped with all safety appliances as prescribed by law, except that the age or type of equipment shall not in and of itself be a ground for refusal to operate a motor coach or vehicle. An employee will be subject to discipline if they report unsafe vehicles with no reasonable grounds to believe the equipment is not safe or properly equipped. SunLine agrees to comply with all safety rules promulgated by the State of California and the federal government.

ARTICLE G-27 REPORTING ACCIDENT OR INCIDENT

DEFINITIONS:

ACCIDENT: any injury/damage to person/property

INCIDENT: any unusual occurrence that occurs on or about the job site to which the employee has knowledge.

SECTION 1.

Every employee shall make the report for each accident or incident occurring during their run or shift as required by SunLine and such report shall be made at the scene of the incident or accident or at the completion of their run or shift, at the option of the Department Head. Accidents shall be reported immediately to the dispatcher; all other employee's will report accidents immediately to their supervisor

Employees who are required to make a report shall be allowed twenty (20) minutes of straight time for making such report or the actual time required, whichever is greater, (predicated on the policy noted above being in compliance with the Fair Labor Standards Act), except that

no allowance shall be granted when said report can be made out in time already being paid for on the date the report is being made. In the event travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by SunLine shall be

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paid for at the straight time rate. Such time shall be checked in through the operations office. In no event shall any employee be called to make a report or attend an interview on their day off, except for deposition or court proceedings or unless absolutely necessary.

SECTION 2.

SunLine agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving SunLine directly or indirectly. In no event shall an employee be paid less than they would have received had they worked their scheduled or assigned work time, except in the case of assault wherein the employee involved is proved to be the aggressor.

If such appearance occurs outside the base of operations, the employee will be provided transportation or reasonable travel expense to attend such hearing.

SECTION 3.

The employee will be notified in writing as to the chargeability of the accident within thirty (30) calendar days from the date ~~of~~ the accident is reported, in writing, to management. There shall be no discipline assessed to the employee until after the notification of the chargeability of the accident. If discipline is assessed and chargeability is appealed, the grievance procedure will be automatically stayed and the grievance procedure will not again commence until after the chargeability appeal process is completed. If the employee is not notified by the thirtieth (30th) day, the issue shall be dropped by SunLine and no mention of said accident will be noted in the employee's record. Whenever a chargeability notice is given, the Union steward will be given a copy of the notice and all documents, including any photographs or video and sound recording, related to the accident. Sunline can condition the release of those materials upon confidentiality. If chargeable notice is given to the employee, they may request a review with the Human Resources Department within fifteen (15) days of the chargeability notice being given to both the employee and the union steward. The Human Resources Department has thirty (30) days after the request to review the chargeability notice to render a decision. If the employee is not notified of the Human Resource Department's decision by the 30th day, the issue shall be dropped by SunLine and no mention of said accident will be noted in the employee's record. After the review, if there is no change and the accident is still chargeable, the employee may request in writing within ten (10) calendar days, a hearing before a committee of five (5) members; two (2) SunLine employees, two (2) members of the Union ~~and~~ the fifth (5th) member (the impartial member) to be either a California Highway Patrol Officer, or a local traffic law enforcement officer. If neither is available, then the parties agree that the fifth member shall be ~~of~~ a mutually ~~agreed~~ to third party with traffic enforcement experience.

a) The four (4) members of the committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.

b) In no event will the nature of the vote be revealed, nor will the impartial member reveal whether or not it was necessary for them to vote. The only information revealed will be the statement by the impartial member as to whether the accident is chargeable or not chargeable.

⊖ The decision of the committee will be final and binding as to preventability. There will be no appeal from the committee's decision and the committee will serve without compensation, except for the neutral fifth (5th) member whose compensation shall be split 50-50 between SunLine and the Union.

ARTICLE G-28 LEAVES OF ABSENCE

SECTION 1. PREGNANCY DISABILITY LEAVE

A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. Disability is the inability of the employee to perform her job. The employee may take an unpaid leave of absence during such period, except that accrued sick leave and accrued vacation pay may be taken at the option of the employee. As with all other disabilities, a physicians' certificate is required to verify to the extent and duration of the temporary disability, as well as the employee's ability to return to work. An employee who plans to take pregnancy leave, must give reasonable notice (not less than four (4) weeks) before the date she will take the leave and the estimated duration of the leave. As with all other medical leaves, the employee must advise SunLine at least two (2) weeks in advance of the date that she intends to return to work.

SECTION 2. UNPAID LEAVE OF ABSENCE

Employees granted a leave of absence will not be entitled to accumulation or payment of fringe benefits while on leave. Months of service for pension benefits will be affected only by the amount of leave taken for employees returning from leave of absence.

Employees who terminate while on leave of absence will have their termination date revert to the last day worked.

SECTION 3. LEAVE FOR GOOD AND SUFFICIENT REASON

Leaves of absence without pay for good and sufficient reason shall be granted employees for a period not to exceed thirty (30) days, unless impossible or impracticable. Employees wishing leave will apply to SunLine for approval, who will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on the application for leave of absence within five (5) days.

SECTION 4. UNION OFFICE LEAVE

An employee's election as an officer or member of the Executive Board of the Union or appointment to act on Union business shall be considered a good and sufficient reason for a leave of absence. Any employee elected or appointed a full-time position in the union shall be given a leave of absence for the duration of their term of office, which period may be extended upon submittal of written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority at the current rate of pay or any

other benefits entitled to, but not during the period of absence except as stated elsewhere in this Agreement.

SECTION 5. WORKING WHILE ON LEAVE

Any employee who accepts gainful occupation while on leave except as herein specified terminates their employment with SunLine, unless such employment is approved by both SunLine and the Union prior to such employment.

SECTION 6. MILITARY LEAVE

SunLine will comply with all aspects of The Uniformed Services Employment and Re-Employment Act of 2005 (USERRA) and/or as it is amended. An employee attached to the National Guard (or Reserve) who is required to participate in the National Guards' annual training encampment for a period not exceeding thirty (30) days of active duty shall be compensated by SunLine for the difference between what they would have earned during this period with SunLine and the compensation which they may receive from the National Guard during such training period. The following conditions will apply:

- a) SunLine must receive a copy of the orders in advance of the requested day or days off. The orders must state that the time requested is part of the employee's annual training encampment.
- b) The employee will not receive any compensation from SunLine when required to report for annual training on the employee's days off.

SECTION 7. ENTERING MILITARY LEAVE

SunLine will comply with all aspects of The Uniformed Services Employment and Re-Employment Act of 2005 (USERRA) and/or as it is amended. Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) days after their official discharge from the service. The provisions of this Article shall apply to those entering the military service coming within the terms of the selective service law. Such absence for the military service shall not be deemed to break the continuity of service for the computation of seniority, rates of pay and vacation. Employees leaving SunLine to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

SECTION 8. JURY DUTY

Jury duty notification from employee to SunLine must be made in ample time for SunLine to cover assigned duty. For an employee serving on jury duty, SunLine shall compensate the employee for eight (8) hour days or forty (40) hours per week maximum for jury duty service. Employees may retain any fees paid by the court for serving on jury duty. Employees are to notify SunLine supervisory personnel after being released from jury duty.

SECTION 9. FMLA

Federal and California Family Leave Act provisions will be observed. VTO or sick time may be used for FMLA purposes.

SECTION 10. LAYOFFS - ORDER OF DISPLACEMENT

In the event of layoff in any of the Operations, Maintenance, Stops and Zones, Paratransit Departments the employees with the least ATU Seniority within the classification/department being reduced shall be the first to be displaced; however, after such employee has been displaced in their respective classification/department, such employee shall have the right to exercise their ATU Seniority anywhere else where the employee is qualified and maintain their full ATU Seniority for bidding purposes and future layoffs.

**ARTICLE G-29
WAGES**

The following classifications will receive the hourly compensation indicated below beginning July 1, 2021 through ~~June 30, 2019~~ April 22, 2023:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 25.53	\$ 26.73	\$ 27.77	\$ 28.84
Mechanic B	\$ 23.01	\$ 23.57	\$ 24.12	\$ 24.82
Mechanic C	\$ 20.57	\$ 20.75	\$ 21.55	\$ 22.55
Engine Rebuilder	\$ 26.04	\$ 27.27	\$ 28.30	\$ 29.40
NonRevenue Mechanic A	\$ 25.53	\$ 26.73	\$ 27.77	\$ 28.84
Utility	\$ 19.45	\$ 19.56	\$ 19.89	\$ 20.89
Stops and Zones A	\$ 20.57	\$ 20.75	\$ 21.55	\$ 22.55
Stops and Zones B	\$ 19.45	\$ 19.56	\$ 19.89	\$ 20.89
Facilities Maintainer A	\$ 20.57	\$ 20.75	\$ 21.55	\$ 22.55
Facilities Maintainer B	\$ 19.45	\$ 19.56	\$ 19.89	\$ 20.89
Facilities Construction Specialist	\$ 23.02	\$ 23.24	\$ 24.11	\$ 25.24

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
<u>Mechanic A</u>	<u>\$ 28.44</u>	<u>\$ 29.77</u>	<u>\$ 30.92</u>	<u>\$ 32.12</u>
<u>Mechanic B</u>	<u>\$ 25.63</u>	<u>\$ 26.24</u>	<u>\$ 26.86</u>	<u>\$ 27.64</u>
<u>Mechanic C</u>	<u>\$ 22.91</u>	<u>\$ 23.11</u>	<u>\$ 24.00</u>	<u>\$ 25.11</u>
<u>Engine Rebuilder</u>	<u>\$ 29.00</u>	<u>\$ 30.37</u>	<u>\$ 31.52</u>	<u>\$ 32.74</u>
<u>NonRevenue Mechanic A</u>	<u>\$ 28.44</u>	<u>\$ 29.77</u>	<u>\$ 30.92</u>	<u>\$ 32.12</u>

<u>Utility</u>	<u>\$</u> <u>21.66</u>	<u>\$</u> <u>21.78</u>	<u>\$</u> <u>22.15</u>	<u>\$</u> <u>23.26</u>
<u>Stops and Zones A</u>	<u>\$</u> <u>22.91</u>	<u>\$</u> <u>23.11</u>	<u>\$</u> <u>24.00</u>	<u>\$</u> <u>25.11</u>
<u>Stops and Zones B</u>	<u>\$</u> <u>21.66</u>	<u>\$</u> <u>21.78</u>	<u>\$</u> <u>22.15</u>	<u>\$</u> <u>23.26</u>
<u>Facilities Maintainer A</u>	<u>\$</u> <u>22.91</u>	<u>\$</u> <u>23.11</u>	<u>\$</u> <u>24.00</u>	<u>\$</u> <u>25.11</u>
<u>Facilities Maintainer B</u>	<u>\$</u> <u>21.66</u>	<u>\$</u> <u>21.78</u>	<u>\$</u> <u>22.15</u>	<u>\$</u> <u>23.26</u>
<u>Facilities Construction Specialist</u>	<u>\$</u> <u>25.64</u>	<u>\$</u> <u>25.88</u>	<u>\$</u> <u>26.85</u>	<u>\$</u> <u>28.10</u>

Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

<u>Classifications</u>	<u>Training Rate</u>	<u>Starting Rate</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>
<u>Full Time MCO</u>	\$ 16.01	\$ 17.02	\$ 20.25	\$ 20.96	\$ 21.91
<u>Part Time MCO</u>	\$ 16.01	\$ 20.96	\$ 21.91	\$ 21.91	\$ 21.91
<u>Full Time Paratransit</u>	\$ 13.74	\$ 14.46	\$ 15.18	\$ 15.90	\$ 17.33
<u>Part Time Paratransit</u>	\$ 13.74	\$ 15.18	\$ 15.90	\$ 16.62	\$ 17.33

<u>Classifications</u>	<u>Training Rate</u>	<u>Starting Rate</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>
<u>Full Time MCO</u>	<u>\$</u> <u>17.83</u>	<u>\$</u> <u>18.95</u>	<u>\$</u> <u>22.55</u>	<u>\$</u> <u>23.34</u>	<u>\$</u> <u>24.40</u>
<u>Part Time MCO</u>	<u>\$</u> <u>17.83</u>	<u>\$</u> <u>23.34</u>	<u>\$</u> <u>24.40</u>	<u>\$</u> <u>24.40</u>	<u>\$</u> <u>24.40</u>
<u>Full Time Paratransit</u>	<u>\$</u> <u>15.30</u>	<u>\$</u> <u>16.10</u>	<u>\$</u> <u>16.91</u>	<u>\$</u> <u>17.71</u>	<u>\$</u> <u>19.30</u>
<u>Part Time Paratransit</u>	<u>\$</u> <u>15.30</u>	<u>\$</u> <u>16.91</u>	<u>\$</u> <u>17.71</u>	<u>\$</u> <u>18.51</u>	<u>\$</u> <u>19.30</u>

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 23.14	\$ 24.24	\$ 25.15	\$ 26.12
Street Sweeper Mechanic A	\$ 23.14	\$ 24.24	\$ 25.15	\$ 26.12
Street Sweeper Operator	\$ 18.64	\$ 18.96	\$ 19.53	\$ 20.44
Dump Truck Operator	\$ 20.85	\$ 21.34	\$ 21.87	\$ 22.51
SSG Support	\$ 17.80	\$ 18.34	\$ 18.99	\$ 19.86

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 25.77	\$ 26.99	\$ 28.01	\$ 29.09
Street Sweeper Mechanic A	\$ 25.77	\$ 26.99	\$ 28.01	\$ 29.09
Street Sweeper Operator	\$ 20.76	\$ 21.12	\$ 21.75	\$ 22.77
Dump Truck Operator	\$ 23.22	\$ 23.77	\$ 24.35	\$ 25.07
SSG Support	\$ 19.82	\$ 20.43	\$ 21.15	\$ 22.12

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective ~~July 1, 2019~~ April 23, 2023, the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 27.07	\$ 28.33	\$ 29.43	\$ 30.57
Mechanic B	\$ 24.39	\$ 24.98	\$ 25.57	\$ 26.31
Mechanic C	\$ 21.80	\$ 22.00	\$ 22.84	\$ 23.90
Engine Rebuilder	\$ 27.60	\$ 28.91	\$ 30.00	\$ 31.16
NonRevenue Mechanic A	\$ 27.07	\$ 28.33	\$ 29.43	\$ 30.57
Utility	\$ 20.61	\$ 20.73	\$ 21.08	\$ 22.14
Stops and Zones A	\$ 21.80	\$ 22.00	\$ 22.84	\$ 23.90
Stops and Zones B	\$ 20.61	\$ 20.73	\$ 21.08	\$ 22.14
Facilities Maintainer A	\$ 21.80	\$ 22.00	\$ 22.84	\$ 23.90
Facilities Maintainer B	\$ 20.61	\$ 20.73	\$ 21.08	\$ 22.14
Facilities Construction Specialist	\$ 24.40	\$ 24.63	\$ 25.56	\$ 26.75

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 31.00	\$ 32.45	\$ 33.70	\$ 35.01
Mechanic B	\$ 27.94	\$ 28.60	\$ 29.28	\$ 30.13

<u>Mechanic C</u>	<u>\$ 24.97</u>	<u>\$ 25.19</u>	<u>\$ 26.16</u>	<u>\$ 27.37</u>
<u>Engine Rebuilder</u>	<u>\$ 31.61</u>	<u>\$ 33.10</u>	<u>\$ 34.36</u>	<u>\$ 35.69</u>
<u>NonRevenue Mechanic A</u>	<u>\$ 31.00</u>	<u>\$ 32.45</u>	<u>\$ 33.70</u>	<u>\$ 35.01</u>
<u>Utility</u>	<u>\$ 23.61</u>	<u>\$ 23.74</u>	<u>\$ 24.14</u>	<u>\$ 25.35</u>
<u>Stops and Zones A</u>	<u>\$ 24.97</u>	<u>\$ 25.19</u>	<u>\$ 26.16</u>	<u>\$ 27.37</u>
<u>Stops and Zones B</u>	<u>\$ 23.61</u>	<u>\$ 23.74</u>	<u>\$ 24.14</u>	<u>\$ 25.35</u>
<u>Facilities Maintainer A</u>	<u>\$ 24.97</u>	<u>\$ 25.19</u>	<u>\$ 26.16</u>	<u>\$ 27.37</u>
<u>Facilities Maintainer B</u>	<u>\$ 23.61</u>	<u>\$ 23.74</u>	<u>\$ 24.14</u>	<u>\$ 25.35</u>
<u>Facilities Construction Specialist</u>	<u>\$ 27.95</u>	<u>\$ 28.21</u>	<u>\$ 29.27</u>	<u>\$ 30.63</u>

New Maintenance and Stops and Zones Classifications (Effective April 23, 2023with 2022 MOU):

<u>Classifications</u>	<u>Rate</u>
<u>Senior Maintenance Supervisor</u>	<u>\$ 36.23</u>
<u>Maintenance Supervisor</u>	<u>\$ 35.18</u>
<u>Stops and Zones Supervisor</u>	<u>\$ 33.79</u>
<u>Facilities Maintenance Supervisor</u>	<u>\$ 32.30</u>

Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

<u>Classifications</u>	<u>Training Rate</u>	<u>Starting Rate</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>
<u>Full Time MCO</u>	<u>\$ 16.97</u>	<u>\$ 18.04</u>	<u>\$ 21.46</u>	<u>\$ 22.22</u>	<u>\$ 23.22</u>
<u>Part Time MCO</u>	<u>\$ 16.97</u>	<u>\$ 22.22</u>	<u>\$ 23.22</u>	<u>\$ 23.22</u>	<u>\$ 23.22</u>
<u>Full Time Paratransit</u>	<u>\$ 14.56</u>	<u>\$ 15.33</u>	<u>\$ 16.09</u>	<u>\$ 16.86</u>	<u>\$ 18.37</u>
<u>Part Time Paratransit</u>	<u>\$ 14.56</u>	<u>\$ 16.09</u>	<u>\$ 16.86</u>	<u>\$ 17.62</u>	<u>\$ 18.37</u>

<u>Classifications</u>	<u>Training Rate</u>	<u>Starting Rate</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>
<u>Full Time MCO</u>	<u>\$ 19.43</u>	<u>\$ 20.66</u>	<u>\$ 24.58</u>	<u>\$ 25.44</u>	<u>\$ 26.60</u>
<u>Part Time MCO</u>	<u>\$ 19.43</u>	<u>\$ 25.44</u>	<u>\$ 26.60</u>	<u>\$ 26.60</u>	<u>\$ 26.60</u>
<u>Full Time Paratransit</u>	<u>\$ 17.77</u>	<u>\$ 18.64</u>	<u>\$ 19.52</u>	<u>\$ 20.39</u>	<u>\$ 22.13</u>
<u>Part Time Paratransit</u>	<u>\$ 17.77</u>	<u>\$ 19.52</u>	<u>\$ 20.39</u>	<u>\$ 21.27</u>	<u>\$ 22.13</u>

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 24.53	\$ 25.69	\$ 26.66	\$ 27.69
Street Sweeper Mechanic A	\$ 24.53	\$ 25.69	\$ 26.66	\$ 27.69
Street Sweeper Operator	\$ 19.76	\$ 20.10	\$ 20.70	\$ 21.67
Dump Truck Operator	\$ 22.10	\$ 22.62	\$ 23.18	\$ 23.86
SSG Support	\$ 18.87	\$ 19.45	\$ 20.13	\$ 21.05

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 28.09	\$ 29.42	\$ 30.53	\$ 31.71
Street Sweeper Mechanic A	\$ 28.09	\$ 29.42	\$ 30.53	\$ 31.71
Street Sweeper Operator	\$ 22.63	\$ 23.02	\$ 23.71	\$ 24.82
Dump Truck Operator	\$ 25.31	\$ 25.91	\$ 26.54	\$ 27.33
SSG Support	\$ 21.60	\$ 22.27	\$ 23.05	\$ 24.11

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective July 1, 2020 the first full pay period of July 2024 the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 27.88	\$ 29.18	\$ 30.32	\$ 31.49
Mechanic B	\$ 25.12	\$ 25.73	\$ 26.34	\$ 27.10
Mechanic C	\$ 22.46	\$ 22.66	\$ 23.53	\$ 24.62
Engine Rebuilder	\$ 28.43	\$ 29.78	\$ 30.90	\$ 32.09
NonRevenue Mechanic A	\$ 27.88	\$ 29.18	\$ 30.32	\$ 31.49
Utility	\$ 21.23	\$ 21.36	\$ 21.72	\$ 22.81
Stops and Zones A	\$ 22.46	\$ 22.66	\$ 23.53	\$ 24.62
Stops and Zones B	\$ 21.23	\$ 21.36	\$ 21.72	\$ 22.81
Facilities Maintainer A	\$ 22.46	\$ 22.66	\$ 23.53	\$ 24.62
Facilities Maintainer B	\$ 21.23	\$ 21.36	\$ 21.72	\$ 22.81
Facilities Construction Specialist	\$ 25.13	\$ 25.37	\$ 26.33	\$ 27.55

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 31.93	\$ 33.42	\$ 34.71	\$ 36.06
Mechanic B	\$ 28.78	\$ 29.46	\$ 30.16	\$ 31.03
Mechanic C	\$ 25.72	\$ 25.95	\$ 26.94	\$ 28.19
Engine Rebuilder	\$ 32.56	\$ 34.09	\$ 35.39	\$ 36.76
NonRevenue Mechanic A	\$ 31.93	\$ 33.42	\$ 34.71	\$ 36.06
Utility	\$ 24.32	\$ 24.45	\$ 24.86	\$ 26.11
Stops and Zones A	\$ 25.72	\$ 25.95	\$ 26.94	\$ 28.19
Stops and Zones B	\$ 24.32	\$ 24.45	\$ 24.86	\$ 26.11
Facilities Maintainer A	\$ 25.72	\$ 25.95	\$ 26.94	\$ 28.19

Facilities Maintainer B	\$ 24.32	\$ 24.45	\$ 24.86	\$ 26.11
Facilities Construction Specialist	\$ 28.79	\$ 29.06	\$ 30.15	\$ 31.55

New Maintenance and Stops and Zones Classifications (Effective the first full period of July 2024 with 2022-MOU):

<u>Classifications</u>	<u>Rate</u>
Senior Maintenance Supervisor	\$ 37.32
Maintenance Supervisor	\$ 36.24
Stops and Zones Supervisor	\$ 34.80
Facilities Maintenance Supervisor	\$ 33.27

Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

<u>Classifications</u>	<u>Training Rate</u>	<u>Starting Rate</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>
Full Time MCO	\$ 17.48	\$ 18.58	\$ 22.11	\$ 22.88	\$ 23.92
Part Time MCO	\$ 17.48	\$ 22.88	\$ 23.92	\$ 23.92	\$ 23.92
Full Time Paratransit	\$ 15.00	\$ 15.79	\$ 16.58	\$ 17.36	\$ 18.92
Part Time Paratransit	\$ 15.00	\$ 16.58	\$ 17.36	\$ 18.15	\$ 18.92

<u>Classifications</u>	<u>Training Rate</u>	<u>Starting Rate</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>
Full Time MCO	\$ 20.01	\$ 21.28	\$ 25.32	\$ 26.20	\$ 27.40
Part Time MCO	\$ 20.01	\$ 26.20	\$ 27.40	\$ 27.40	\$ 27.40
Full Time Paratransit	\$ 18.82	\$ 19.71	\$ 20.62	\$ 21.52	\$ 23.31
Part Time Paratransit	\$ 18.82	\$ 20.62	\$ 21.52	\$ 22.42	\$ 23.31

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 25.27	\$ 26.46	\$ 27.46	\$ 28.52
Street Sweeper Mechanic A	\$ 25.27	\$ 26.46	\$ 27.46	\$ 28.52
Street Sweeper Operator	\$ 20.35	\$ 20.70	\$ 21.32	\$ 22.32
Dump Truck Operator	\$ 22.76	\$ 23.30	\$ 23.87	\$ 24.58
SSG Support	\$ 19.43	\$ 20.03	\$ 20.74	\$ 21.68

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 28.93	\$ 30.30	\$ 31.45	\$ 32.66
Street Sweeper Mechanic A	\$ 28.93	\$ 30.30	\$ 31.45	\$ 32.66
Street Sweeper Operator	\$ 23.31	\$ 23.71	\$ 24.42	\$ 25.56
Dump Truck Operator	\$ 26.07	\$ 26.69	\$ 27.34	\$ 28.15
SSG Support	\$ 22.25	\$ 22.94	\$ 23.74	\$ 24.83

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective July 1, 2021 the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 28.44	\$ 29.77	\$ 30.92	\$ 32.12
Mechanic B	\$ 25.63	\$ 26.24	\$ 26.86	\$ 27.64
Mechanic C	\$ 22.91	\$ 23.11	\$ 24.00	\$ 25.11
Engine Rebuilder	\$ 29.00	\$ 30.37	\$ 31.52	\$ 32.74
NonRevenue Mechanic A	\$ 28.44	\$ 29.77	\$ 30.92	\$ 32.12
Utility	\$ 21.66	\$ 21.78	\$ 22.15	\$ 23.26
Stops and Zones A	\$ 22.91	\$ 23.11	\$ 24.00	\$ 25.11
Stops and Zones B	\$ 21.66	\$ 21.78	\$ 22.15	\$ 23.26
Facilities Maintainer A	\$ 22.91	\$ 23.11	\$ 24.00	\$ 25.11
Facilities Maintainer B	\$ 21.66	\$ 21.78	\$ 22.15	\$ 23.26
Facilities Construction Specialist	\$ 25.64	\$ 25.88	\$ 26.85	\$ 28.10

Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

Classifications	Training Rate	Starting Rate	6 months	12 months	18 months
Full Time MCO	\$ 17.83	\$ 18.95	\$ 22.55	\$ 23.34	\$ 24.40
Part Time MCO	\$ 17.83	\$ 23.34	\$ 24.40	\$ 24.40	\$ 24.40
Full Time Paratransit	\$ 15.30	\$ 16.10	\$ 16.91	\$ 17.71	\$ 19.30
Part Time Paratransit	\$ 15.30	\$ 16.91	\$ 17.71	\$ 18.51	\$ 19.30

SSG:

Classifications	1st 6	2nd 6 mos	After 1 year	After 18 mos
SunGas Ref ueler/Operator	\$ 25.77	\$ 26.99	\$ 28.01	\$ 29.09
Street Sweeper Mechanic A	\$ 25.77	\$ 26.99	\$ 28.01	\$ 29.09
Street Sweeper Operator	\$ 20.76	\$ 21.12	\$ 21.75	\$ 22.77
Dump Truck Operator	\$ 23.22	\$ 23.77	\$ 24.35	\$ 25.07
SSG Support	\$ 19.82	\$ 20.43	\$ 21.15	\$ 22.12

~~For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.~~

Retention Pay:

- (1) ATU-represented employees, who are actively employed on April 26, 2023, shall be paid a \$500 retention bonus. This bonus pay to be paid to all ATU-represented classifications that are actively employed by SunLine as of the date of Board adoption of the successor MOU. This will be paid within the first 2 full pay period after Board adoption of the successor MOU following April 26, 2023.

- (2) A second \$500 retention bonus will pay to be paid to all active ATU-represented classificationsemployees who that remain actively employed at SunLine between from April 26, 2023 to the date of the Board's adoption of the successor MOU and July 1, 2023. This bonus will be paid in the first full period in July 2023.

- (3) A third \$500 retention bonus will pay to be paid to all ATU-represented employees who classificationthat remain actively employed by SunLine from April 26, 2023 to between the date of

the Board's adoption of the successor MOU and July 1, 2024. This bonus will be paid in the first full pay period in July 2024.

SHIFT DIFFERENTIAL: (Applicable to Maintenance Department employees only)

For the purpose of the application of the shift differential, the work schedule shall be as follows:

<u>Thousand Palms</u>	<u>Indio</u>
1st shift 6:00 am to 2:30 pm	1st shift 5:00 am to 1:30 pm
2nd shift 2:00 pm to 10:30 pm	2nd shift 1:00 pm to 9:30 pm
3rd shift 10:00 pm to 6:30 am	3rd shift 9:00 pm to 5:30 am

In addition to the basic rates shown on the preceding wage charts of this MOU, a shift differential of 2% of the regular rate of pay shall be paid to mechanics and utility workers who's start time begins in the 2nd shift. For the mechanics whose start time begins in the 3rd shift, a 4% shift differential will be paid. When there is no regularly scheduled 3rd shift, SunLine shall have the right to schedule mechanic(s) for roll-out and will pay a minimum of one (1) hour 3rd shift differential pay. No employee shall be required to report to work more than 2 hours before the start of first shift for rollout purposes. This does not change the bidding procedures in (M-2). This shift differential will apply to all hours worked, including overtime, vacation, sick pay, bereavement, jury duty and holidays. For overtime, vacation, sick pay, bereavement, jury duty and holidays, shift differential will be paid at the time of use if the employee is currently working a shift that pays a shift differential.

Overtime Hours

For the duration of this Agreement, all Bargaining Unit employees will be paid overtime at the rate of one and one-half (1-1/2) the normal rate.

Training Rate

The category of operator trainee shall be established with a straight time hourly rate as reflected above. The training rate will be in effect until the completion of the training period or 120 hours of work, whichever occurs first. At the conclusion of the training period, operators will then be paid at the rate specified in the contract. The seniority date for all purposes will revert to the first day of employment of the trainee.

ARTICLE G-30 PAID TIME OFF

SECTION 1. VACATION TIME OFF (VTO)

Eligible for accrual from first day of employment as a full time employee. Hours accrue per chart below. Maximum accrual shall be 500 hours. SunLine and the Union will mutually agree to a vacation bid procedure. Requests for paid time off (VTO) of less than one week intervals shall be made to the appropriate department for approval. If an employee does not get a response for a time off request in a 72 hour period (not counting holidays), the employee will automatically be granted the time off as long as the request is submitted 96 hours prior to the requested day off. This provision will apply to maintenance supervisor classifications effective April 26, 2023.

Maintenance Supervisor Classifications will no longer earn PTO and will not be eligible or receive any benefits of exempt employees or non-bargaining administrative employees and shall instead earn vacation and have their holidays recognized as set forth in this MOU for ATU-represented non-exempt employees.

Maintenance Department Mechanics

- a) Yearly Bids are to be performed every March by the ATU no longer than the 30th of March. The bid period will be for June 1st through May 31st of the following year. Bids will be for VTO periods of 5 day increments.
- b) One person per shift, per division, per job classification may be allowed off on VTO. Time off will be granted in seniority order. Maintenance Supervisors may be limited to one (1) per day.
- c) After bidding is done, Time Off will be granted on a first come basis. If more than one person applies for the same period off on the same day, the senior person will have first rights. All requests for time off shall be turned into the Shift Supervisor. The Shift Supervisor will time stamp the request form.
- d) Change of Bids Shift. If an employee bids VTO for a future quarter, however the employee changes their shift and the VTO Calendar is filled, the person forfeits their VTO.

Utilities/Facilities/Stops & Zones

- a) A maximum of one (1) person per classification, per shift, per location at any given time.

Operations Department

In March of each year, the Operations Stewards will conduct the bid for vacations, floaters

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and holidays. The bid will always be in seniority order. Floaters may be bid at this time. Vacation bids will be bid in the same manner as run selection and shall be in a maximum of their annual accrual. No more than 10% of Motor Coach Operators and 10% of the Paratransit Operators will be scheduled to be off on VTO or floating holiday on any one day. Percentages of 10.5% or greater will be rounded to the next whole number. Any addition may be granted at management's discretion.

If an MCO, who has already scheduled VTO (minimum of 5 day blocks only) desires to cancel the VTO for any reason, the MCO must notify Dispatch two weeks prior to the start of vacation. Dispatch will advise the Operations Stewards. Stewards will post such cancellation to make this time available to others on a seniority basis. If after 5 days of posting, no bids have been received for this newly available time, Dispatch may allow any MCO to sign up for this time off to anyone with sufficient VTO on a "first-come first served" basis by time stamp.

Single days off, multiple days off, or vacation time should be scheduled not later than July 1st of the year following the calendar year in which the hours were earned. It is the desire of SunLine and the Union that all employees actually take this time off. If any employee fails to reduce their total accrued VTOs by the July 1st deadline, SunLine will advise the employee of the possibility of losing further accumulation and even schedule time off for that employee so that they may use their VTOs. If employee does not take these VTOs, accumulation will cease when the maximum of 500 is reached, and will not accumulate further until VTOs are used. Terminating employees will be paid for all unused VTOs with final pay, or as close to termination as is possible.

SECTION 2. SELL BACK OF VACATION TIME OFF (VTO)

Pay in lieu of taking VTO is permitted by approval of the respective Director and Director of Human Resources. Such pay in lieu of taking VTO may be sold two times each fiscal year. Fiscal year is defined as July 1st through the following June 30th. In order to qualify for a sell back, at least 40 consecutive hours of VTO must be taken as paid time off and an 80 hour balance of VTO must remain in the accrual.

VACATION TIME OFF or VTOs

YEARS OF SERVICE	PER 80 HOUR PAY PERIOD	ANNUAL MAXIMUM
1 through 4 years	5.54 (10 vacation + 8 floaters*)	144 hrs.
5 through 9 years	7.08 (15 vacation + 8 floaters)	184 hrs.
10 through 19 years	8.62 (20 vacation + 8 floaters)	224 hrs.
20 through 24 years	10.15 (25 vacation + 8 floaters)	264 hrs.
25 years and over	11.69 (30 vacation + 8 floaters)	304 hrs.

*The 8th floating holiday was added in honor of ATU's International President, Jim La Sala's birthday and SunLine's then Chairman of the Board, Phil Bostley.

SECTION 3A. HOLIDAYS – ALL CLASSIFICATIONS

For the duration of this Agreement, each full-time employee in the bargaining unit will have the following annual holidays:

New Year's Day	1 day (8 hours)
Memorial Day	1 day (8 hours)
Independence Day	1 day (8 hours)
Labor Day	1 day (8 hours)
Thanksgiving Day	1 day (8 hours)
Christmas Day	1 day (8 hours)

These holidays will be observed on the same day designated by the State of California.

Employees with fewer than six (6) months employment will not be entitled to take VTO time off. However, they will accrue VTO time which may be taken subsequently to their six (6) month anniversary with SunLine. An employee terminating employment with SunLine shall not be entitled to holiday compensation not already paid (or its equivalent in time off).

Holiday pay will not be made to employees while on leave of absence.

This holiday provision will apply to maintenance supervisor classifications effective April 26, 2023.

HOLIDAY PAY – ALL CLASSIFICATIONS

1) Employees, except part-timers who do not work on a Holiday, will be paid 8/10 hours at their regular straight time rate of pay for the Holiday provided such employees work the entire shift on their last scheduled or assigned work day prior to the Holiday and on their first scheduled or assigned work day after the Holiday.

2) The 8/10 hour Holiday pay will not be paid if the employee was scheduled to work on the Holiday and did not do so.

3) All hourly rated employees who work on any of the Holidays will be paid 2 1/2 times their straight time rate of pay for all time worked with a minimum guarantee of 20 hours pay.

3)4) This Holiday Pay provision will apply to maintenance supervisor classifications effective April 26, 2023

SECTION 4. SICK TIME

Sick time is accrued per chart below. Accruals begin on the first day of full time employment. Sick time may not be taken as paid time off until six (6) months have passed since date of employment. A doctor's certificate or other reasonable proof of illness will be required. Each employee will be given the option of accumulating sick time hours year to year, or receiving payment for the unused hours. Employees will be notified of available hours to sell back in late October/early November of each year. The employee then notifies SunLine of the

requested amount of sick time they wish to sell on the required form within the required time period. The payment for those sick hours sold will be included in the first paycheck issued in December. Employees must retain a minimum balance of 40 hours. Accrued sick time hours are not payable at the time of termination. Sick time will not accumulate during a leave of absence. If all sick time has been used and an employee calls in sick, such absence from work will be considered as Leave.

Maintenance Supervisor classifications will begin earning sick time effective April 26, 2023.

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Without Pay. Failure to call in sick at least sixty (60) minutes prior to sign on time will be considered a Miss Out whether or not there is enough sick time to cover the absence. (See Article G-21, Section 2 for applicability to maintenance employees for attendance.)

Sick time shall be paid in hourly increments or by run/shift time with a minimum guarantee of eight (8) or ten (10) hour shift at employee's option.

If a full-time employee accepts a part-time position, their sick leave balance/accruals shall be frozen until they return to full-time.

Sick Leave shall accumulate based on paid hours.

SICK TIME OFF			
Shift	Accumulation per 80 hour pay period	Annual Maximum	Equivalent in Days
8 hour shift	3.08 hours	80 hours	10 days
10 hour shift	3.08 hours	80 hours	8 days

SECTION 5. BEREAVEMENT LEAVE

A bereavement leave of absence up to four (4) working days shall be granted employees as a result of death in the immediate family without any reduction in pay. Employees may use VTO and sick time in conjunction with bereavement if management is notified of the use of VTO or Sick. The immediate family is considered to be any relative by blood or marriage who is a member of the employee's household, or any parent, grandparent, step-parent, spouse, child, brother, sister or grandchild of the employee, or the employee's spouse, regardless of residence. For the purposes of this provision, a domestic partner is treated the same as a spouse.

**ARTICLE G-31
FRINGE BENEFITS**

SECTION 1. RETIREMENT

Effective February 1, 1980, SunLine and the Union hereby accept, ratify and become bound by the terms of that certain Trust Agreement, dated January 1, 1981, as amended, establishing the SunLine Transit Agency Employees Retirement System.

SunLine shall continue to contribute monthly to the Retirement System that sum established by the Fund as is necessary to provide for those benefits established by the Trust Agreement. Said contributions shall be made in the manner prescribed by the Retirement Fund Committee.

Beginning on July 1, 2007, pension will be calculated using three years (36 months) rather than the current five years (60 months). In addition, the amount an employee receives from the Social Security Administration will no longer be figured into the calculations for

retirement benefits.

Beginning on July 1, 2019, employees covered by the SunLine Transit Agency Employees Retirement System for Bargaining employees shall make a contribution equal to 3% of compensation to the plan. Compensation for Benefit Determination Purposes shall not include overtime, bonuses and any other similar forms of extra pay, expenses reimbursements, or benefits from any benefit plans sponsored by the Employer including Workers Compensation and Unemployment Disability Insurance.

Maintenance Supervisors hired prior to March 15, 2022, shall continue their participation in the retirement plan sponsored by SunLine that they participated in on that date (Prior Plan) subject to the same conditions as set forth in the Prior Plan. Employees who are hired, appointed, promoted, or who transfer to the Maintenance Supervisor position, on or after March 15, 2022 shall not participate in the Prior Plan, but instead participate in the SunLine Transit Agency Employees Retirement system for Bargaining Employees (Collectively-Bargained Plan) subject to the same conditions as set forth in the Collectively-Bargained Plan and this MOU.

~~SunLine will commit to a study to be completed on or before December 31, 2015 which will cost out "2% @62", "2% @60", "2.5% @60", and "2% @55" benefit formulas in the current plan, CalPERS and PARS. A copy of these studies will be provided promptly to ATU.~~

SECTION 2. DISABILITY INSURANCE.

For the duration of this Agreement, SunLine will arrange for short and long term disability insurance. SunLine to pay 30% of short and long term disability premium costs. Employee shall be required to utilize accrued sick leave balances concurrent with the utilization of short term disability.

SECTION 3. MEDICAL INSURANCE.

SunLine agrees that full-time employees and their dependents will be provided health insurance paid by SunLine. It is mutually agreed that the per month family SunLine cost for said insurance shall be limited as follows:

April 23, 2023, through December 31, 2023:

Employee Only: \$679

Employee +1: \$1,358

Employee + Family: \$1,766

January 1, 2024, to December 31, 2024

Employee Only: \$722

Employee +1: \$1,445

Employee + Family: \$1,878

January 1, 2025, to December 31, 2025

Employee Only: \$768

Employee +1: \$1,637

Employee + Family: \$1,998

During the term of this Agreement, it is the intent of the parties that these fixed dollar contributions equal ninety-percent (90%) of the Kaiser HMO cost. Should

the fixed dollar amount fall below the 90% of the Kaiser HMO cost, the parties will meet and confer to amend the flat dollar contributions to be equal to the flat dollar amount that equates to the 90% employer contribution of the Kaiser HMO cost. If the Kaiser Plan is no longer available, then the parties shall meet and confer to discuss which HMO medical plan should serve as the base for this 90% employer contribution.

~~January 1, 2019 through December 31, 2019~~

~~Employee Only: \$554~~

~~Employee +1: \$992~~

~~Employee + Family: \$1,299~~

~~January 1, 2020 through December 31, 2020~~

~~Employee Only: \$581~~

~~Employee +1: \$1,041~~

~~Employee + Family: \$1,363~~

~~January 1, 2021 through December 31, 2021~~

~~Employee Only: \$610~~

~~Employee +1: \$1,093~~

~~Employee + Family: \$1,432~~

~~January 1, 2022 through March 31, 2022~~

~~Employee Only: \$641~~

~~Employee +1: \$1,148~~

~~Employee + Family: \$1,503~~

It is mutually agreed that SunLine will contract with CalPERS for medical insurance in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA).

~~Beginning on April 1, 1996, SunLine agrees that full time employees will be provided with \$25,000 term life insurance that is paid by SunLine. Should employee be on leave of absence, they shall reimburse SunLine for the cost of the life insurance premiums paid during their absence.~~

Any employee who is not working due to illness, injury, or pregnancy who is still an employee of SunLine, shall have SunLine's share of the health and dental insurance premium continued to be paid for by SunLine as follows:

Three (3) months of premium payments for every year of employment up to a maximum of one (1) year's worth of premium.

Employees who have not completed one (1) year shall be responsible for paying the full premium if they wish to continue coverage while off for illness after sixty (60) days of absence.

SunLine agrees that full-time employees and their dependents will be provided dental/vision insurance paid by SunLine.

SECTION 4. PART-TIME EMPLOYEES

Effective April 1, 1993, part-time employees shall receive the following benefits for the duration of their part-time status:

- a) During first year of employment, part-time employees shall be paid an eight (8) hour holiday pay for their birthday in the pay period in which it occurs, and an eight (8) hour holiday pay for the anniversary of hire date.
- b) During second year of employment, in addition to those holidays listed above in (a), part-time employees shall accrue VTO at the same rate a full time employee would earn two weeks paid vacation in a one year time period. These accruals will be made on a per hour actually worked basis. Actual VTO accrual is .04 VTO for each hour actually worked.
- c) In addition to those Holiday Pay hours listed in Section 4 a) above, eight (8) hours of VTO time shall be added to each part time employee's VTO bank on the anniversary of hire date for each full year they have been employed in the part time status.
- d) Beginning on April 1, 2000, SunLine shall pay the cost of providing employee-only health coverage for all part-time employees. These part-time employees may extend the coverage to their spouse, children, or family by paying the cost of that coverage.

SECTION 5. EMPLOYEE PASSES

Employees covered by this Agreement shall be provided free transportation over SunLine's lines upon presentation of proper identification to be furnished to the employees by SunLine without charge. SunLine agrees to issue passes to the spouse of each employee. SunLine further agrees to issue passes to dependent minor children, eighteen (18) years and younger, dependent children of the employee over 18, but under

22, who are full time students and still living at home, and to dependents who are handicapped and living at home. All free transportation privileges expire upon termination or lay-off of the employee. Lost passes will be replaced the first time at no charge to the employee. The second replacement will cost the employee \$10.00 for each pass, and the third or more replacement shall cost the employee \$25.00.

Effective April 1, 2012 all SunLine retirees (those who are collecting a pension) will be entitled to a lifetime bus pass.

ARTICLE G-32 OUTSIDE EMPLOYMENT

Employees are prohibited from engaging in employment outside of SunLine which would interfere with their duties and the safe operation of SunLine vehicles.

ARTICLE G-33 PROBATION

SECTION 1.

All new employees shall be on probation for a period of one hundred and twenty (120) days or the equivalent work hours from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this 120 day probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

SunLine retains the right to extend the probationary period for an additional thirty (30) days. Such extension, to be provided to the employee in writing, shall be subject to the approval of the Union. During this 30 day extension, the employee is covered by the grievance procedure. The judgment of SunLine regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

A full-time or part-time employee who has already completed their probationary period shall not be required to complete a second probationary period if they move from full-time to part-time, or from part-time to full-time. Further, a full-time employee who moves into a part-time position retains the right to contest discipline or discharge through the grievance arbitration mechanism of this Memorandum of Understanding.

ARTICLE G-34 ATTENDANCE

SECTION 1. POLICY STATEMENT

All ATU employees are expected to be punctual and to maintain good attendance in accordance with this policy.

The Agency encourages positive health practices by its employees and will try to accommodate employee requests for health care appointments.

An employee may be dismissed for absenteeism in accordance with this policy.

SECTION 2. PURPOSE

This policy outlines attendance standards for ATU employees and general responsibilities of the Managers/Supervisors/Dispatchers and employees.

SECTION 3. APPLICATION

This policy applies to all represented Agency employees.

SECTION 4. PROCEDURE

Each Department Head who has ATU represented employees is responsible for informing those employees of the Agency's Attendance Policy and for enforcing the policy. The Manager/Supervisor/Dispatcher is responsible for the application of progressive discipline to correct employee's excessive absenteeism. All discipline (except verbal counseling) must be recorded in the employee's file.

A. Employee Responsibilities

1. An employee must:

- a) Maintain an attendance record in conformity with this policy.
- b) Report to work on time.
- c) Notify his/her immediate supervisor/dispatcher as soon as possible (preferably prior to the start of the work shift) if unable to report for work and state the reason for the absence and the expected duration.
- d) Bid or obtain Manager/Supervisor's/Dispatcher's prior approval in writing to take vacation or floating holiday time off.
- e) Schedule medical appointments during non-work hours when possible, or at the beginning or end of the work day, to minimize disruption of the work schedule.
- f) Contact his/her "on-duty shift" supervisor/dispatcher or acting supervisor to inform them of his/her need to be absent and the estimated length of absence, if it is anticipated to last longer than one day.
- g) Prior to returning to work, and at least 24 hours prior to commencement of his/her regular shift, inform his/her "on-duty shift" Manager/Supervisor/Dispatcher of his/her intention to return the next work day.

2. When so requested an employee shall provide a medical release upon return to work if an absence exceeds two consecutive working days.
3. Employees who anticipate ongoing absences for medical or other reasons should request a conference with the immediate Manager/Supervisor to try to work out a mutually satisfactory solution to the problem. It is the employee's responsibility to bring such problems to the Manager/Supervisor's/Dispatcher's attention.
4. Falsification of sickness is grounds for discipline up to and including termination.

B. Management Responsibilities and Guidelines

1. Each Manager shall communicate the Attendance Policy to all ATU employees under their supervision.
2. Attendance, tardiness, and cut standards shall be enforced to maximize department efficiency and operation.
3. Each Manager shall ensure that absences are properly recorded in employee records, consistent with personnel procedures (manual and computer).
4. Employees whose absences are excessive shall be subject to progressive discipline including suspension and termination in accordance with this policy. Managers shall initiate progressive discipline whenever an employee's absences become excessive.
5. Reasonable employee requests for time off may be granted unless the Agency's needs cannot be met if such accommodation is made.
6. Absences for Vacation, Holidays, Military Leave, Bereavement Leave, "Leave without pay" and Industrial Injuries and other leaves protected by state or federal law shall not count as an absence under this policy.
7. An acceptable alternative to granting time off is to permit an employee to come in early or work late to make up for time taken that day for a medical appointment, provided adequate supervision is available during the extended hours. This lessens the employee's use of time off and results in the Department receiving a full day's work from the employee.

This alternative does not trigger overtime provisions.

SECTION 5. MITIGATING CIRCUMSTANCES

Managers/Supervisors/Dispatchers may mitigate discipline and excuse an absence and shall have the prerogative to excuse absences due to mitigating circumstances, provided the employee submits a written request on their first day back to work or within ten (10) business days of the absence. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

It is the intention of the Agency and the Union that this Attendance Policy shall be fairly administered. To that end Managers/Supervisors/Dispatchers shall have the prerogative to excuse absences due to mitigating circumstances. "Mitigating Circumstances" are situations for which an employee can provide verification or documentation of the event

which caused the absence or a situation that the employee discusses with management in advance. The following are some examples of mitigating circumstances that support

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excusing an absence:

1. Hospitalization of employee or immediate family member or accidents involving employee or immediate family, e.g., child breaks arm at school, car accidents, ski accidents.
2. Home emergencies
 - a) Burglary
 - b) Fires, floods, earthquakes
3. Dental/doctor appointments, (family/employee). Especially a series of appointments over a span of time and when an employee is willing to schedule such appointments at the beginning/ending of shift to minimize time lost.
4. An employee with a usually good attendance record who experiences a major medical problem resulting in a lengthy absence and follow-up medical appointments.
5. Reasonable hospitalization recovery time from employee hospital/clinic medical procedures.
6. An employee who is a self-referral to the Employee Assistance Program (EAP) shall not have his/her absences counted for the period of his/her enrollment in the EAP. The above shall be limited to one (1) employee self-referral to the EAP for the term of this Agreement. In order to have the above absence excused the employee must notify his/her Supervisor/Manager within 24 hours after his/her enrollment in the EAP.
7. Court appearances under subpoena.

SECTION 6. PATTERNS OF ABSENCES

Patterns of absence, regardless of whether the absence is paid or unpaid, may be ground for disciplinary action, up to and including termination of employment. Examples include but are not limited to:

- a) ~~Ten~~ Effective April 26, 2023, Nine (409) absences in a rolling 365 day period measured backwards from the current absence.
- b) Absences on days before or immediately after scheduled days off.
- c) Absences on work days immediately preceding or after pay days.
- d) Ending a shift/assignment early or not completing the second portion of a split shift.
- e) Calling in "sick" after VTO has been denied.
- f) A pattern of absences for the same day of the week.
- g) A pattern of absences that results in a leave without pay (LWOP)

SECTION 7. PROGRESSIVE DISCIPLINE

Progressive discipline shall be as follows:

- a) Upon receipt of the fourth absence within a rolling twelve month period the employee will receive a verbal warning that a pattern is developing.
- b) Upon receipt of the fifth absence within a rolling twelve month period the employee will receive a written warning of violation of the attendance policy.
- c) The sixth absence within the rolling twelve month period will result in a one day suspension.
- d) The seventh absence within the rolling twelve month period will result in a two day suspension.
- e) The eighth absence within the rolling twelve month period will result in a final warning and a three day suspension.
- ~~f) The ninth absence within the rolling twelve month period will result in a final warning and four day suspension.~~
- f) Effective April 26, 2023, the tenth-ninth absence within the rolling twelve month period will result in termination.
- g) If an employee with five (5) or fewer absences reaches six (6) months with no absences, their absence count will be reduced to zero. If an employee accumulates six (6) or more absences and receives any attendance suspension they are no longer eligible for an absence count reduction until all attendance suspensions fall off.
- h) Effective April 26, 2023, all employees will have their non-mitigated absences reduced by 2, e.g. if an employee has 7 absences they will be reduced to 5.
- ~~g)~~

SECTION 8. DEFINITIONS

Absence: a period of one or more consecutive working days or a portion of a day of 61 minutes or more, that is not covered under VTO provisions or Section 4 of this Article.

Cut: Employee leaves early; an absence of less than or equal to 60 minutes and 59 seconds at the end of the work shift. Two cuts equal one absence.

Leave without pay: Allowing an employee to be absent without pay, when an employee needs time off but has no accrued leave time to use. Leave without pay is granted only to employees whose attendance record is not excessive and when the workload can accommodate such absence.

SECTION 9. REDUCTION OF ABSENCES UPON RATIFICATION OF THIS MOU

Upon ratification of this MOU in 2022, all employees will have their non-mitigated absences reduced by 2, e.g. if an employee has 7 absences they will be reduced to 5.

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**PART 2
OPERATIONS PROVISIONS
PART-TIME EMPLOYEES**

**ARTICLE O-1
MCOS AND PARATRANSIT PART-TIME EMPLOYEES**

SECTION 1.

A part-time employee in Operations is a motor coach operator/paratransit operator who is designated by SunLine as a part-time employee. A part-time motor coach operator/paratransit operator is not entitled to paid time off, health and welfare or other fringe benefits, except as those specifically listed in the MOU. During the probationary period, employee's qualifications and performance shall not be subject to the grievance procedure. A full-time employee who moves into a part-time position retains the right to contest discipline or discharge through the grievance and arbitration mechanism of this MOU.

SECTION 2.

Beginning 4/01/2019, a part time motor coach operator may be scheduled to work up to a maximum of 140 hours per month. SunLine may hire part-time motor coach operators up to a maximum of 13% of the fiscal year budgeted full-time motor coach operators. (As an example, - F/T/ MCO's 147 x 13% = 19.11. Totals at .50 or greater will be rounded up and others will be rounded down.)

SECTION 3.

There will be a separate seniority list for all part-time operators. Part-time operators who apply for full-time motor coach operator position shall be given preference for such employment in order of seniority. Should the senior part-time operator refuse to apply for said vacancy, such refusal shall result in placing the employee at the bottom of the seniority list for consideration for full-time employment. Except for reduction in service, no full-time operator shall be allowed to "bump-down" into part-time service.

**ARTICLE O-2
SELECTION OF RUNS**

SECTION 1.

There shall be a general sign-up to take effect in January, May and September. The effective dates or frequency of the sign-ups may be changed by mutual consent of SunLine and the Union. The mechanism for conducting these sign-ups shall be agreed between the General Manager and the Union Representative.

The effective dates shall be the first Sunday of the month and sign-ups shall be posted two (2) weeks prior to effective date.

All sign-ups shall be completed no less than seven (7) calendar days prior to effective date.

SECTION 2.

All bidding shall take place on SunLine property. Employees may leave a proxy bid with the Union representative. The order of the employee's choice shall be designated in numerical order. If the run (or runs) specified in the proxy is not available and the employee cannot be contacted, a run will be selected by the Union representative. Selected runs shall conform as near as possible to the hours of work and days off as indicated by employee's proxy bid. All employees will be assigned a specific date and time to make their selection of runs. Each employee will be given up to ten minutes to make their choice. In the event an employee is not available to bid, or does not bid, when it comes time to do so, the Union representative shall bid for such employee an assignment as close as possible to that presently being held.

The Union Steward will bid for any motor coach operator who is on extended leave who is not expected to return to work at bid time and that assignment will be worked as a hold-down by the extra board. When that motor coach operator returns to work, the motor coach operator will take their assignment and the extra board operator returns to the extra board. Paratransit will follow their existing procedure unless a paratransit extra board is established

The parties agree that during the term of this Agreement, upon thirty (30) days request by SunLine, they shall meet and discuss automated bidding. Changes, if any, to the bidding system are subject to mutual written agreement.

SECTION 3.

When there is a curtailment of service or a regular run is changed, and the change affects the sign-on time or the sign-off time thirty (30) minutes or more or the pay time sixty (60) minutes or more or the day off, there shall be a partial emergency sign-up commencing with the employee whose run was affected.

SECTION 4.

This emergency sign-up shall be posted for bid as quickly as schedules and sign-up sheets can be prepared, and the effective date of the sign-up shall be the first Sunday following the completion of the sign-up. However, in no event shall the effective date of the sign-up be more than ten (10) days, exclusive of Saturdays, Sundays or holidays, after the date on which the schedule change occurred. If the pay time in a regular run is reduced by reason of the change or curtailment of service, the original pay time will be paid until the partial emergency sign-up is effective.

SECTION 5. OPEN RUNS.

Where a new run is created for any reason, SunLine shall bid the open run, in seniority order. After one (1) round of bidding, the remaining open position may be filled by SunLine

with a part-time employee and no further bid shall take place. Where an old run becomes open, for any reason, SunLine shall have the right to fill the position with a part-

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time employee and no bid shall take place.

SECTION 6. EXTRA BOARD OPERATORS

All regular operators on the extra board shall be guaranteed eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week. The extra board will operate on a rotation of "first up - first out". The extra board mark-up will be completed at 5:00 p.m. each evening for the next day, with the first open assignment of the day assigned to the first operator on the extra board, and so forth until the board is completely assigned. The extra board will be rotated daily at the mark-up (Example: Operator in position #2 on Tuesday would be rotated to position #1 on Wednesday.) If additional assignments become available after the daily extra board mark-up (5:00 p.m.) will be offered to the first full time extra board employee who does not have an assignment. If no assignment is made, those extra board operators will be considered "standby". Standby Operators will be assigned to work up to the hours of spread time with no loss of pay. If there are no full time extra board operators, the work will be given to the part time operators and lastly, if necessary, additional work will be offered to full time regular assigned operators who have signed up to work overtime on their days off. Extra board assignments will be bid in the same manner as all other runs.

Hold-downs will be created by an absence of work that requires a regular operator to be off for five (5) working days within a work week (work week is defined as Sunday through Saturday). This will include vacations of one (1) week's duration or more, STD leave, worker's compensation leave, voluntary leaves of absences, sick leave, termination or any other absence of five (5) days or longer.

The extra board hold-down procedure will be as follows: Any run that becomes open for a period of five (5) working days within a work week will be offered to the top seniority extra board operators for their acceptance or rejection and if rejected, will be offered to every extra board operator in seniority order until it reaches the last operator in seniority on the extra board. The last operator in seniority will be obligated to take the open run if not taken by an extra board operator with higher seniority.

All hold-downs will be completed and posted by noon Friday of the week prior to the open run. Extra board operators selecting a hold-down will remain on that hold-down for all full work weeks of that hold-down. Open runs of less than five (5) days within a work week will be assigned to the normal extra board rotation.

When an operator takes a hold-down, their name remains in the extra board rotation as if they were on the extra board daily, but will not be considered an extra board operator during their hold-down period and will not be governed by extra board rules during this period. At the end of the hold-down period, the operators will re-enter the extra board in proper rotation.

SECTION 7.

Any extra board motor coach operator obligated to work at a location other than the Bid Yard shall be provided transportation to and from such assignments. All such travel time

shall be considered as time worked, until that location becomes a regular operating division.

**ARTICLE O-3
SCHEDULING OF OPERATORS**

SECTION 1.

There shall be a maximum spread of eleven (11) hours on split runs. There shall be no more than one (1) split in a day's run. These provisions will also apply to the Extra Board.

SECTION 2.

All regular employees in the bargaining unit are guaranteed eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week.

Operators shall be guaranteed two consecutive days off.

Part time employees shall be guaranteed at least two (2) fixed days off per week.

Eight hours guarantees for day off work. And if SunLine holds Operator over on any day, that days' overtime will be guaranteed.

SunLine guarantees a minimum of six (6) 4/10 shifts in each bid with consecutive days off.

The Parties agree that in December 2020 ATU filed grievances challenging SunLine's implementation of this provision. In order to resolve those grievances, SunLine agrees that effective July 2, 2023, it shall guarantee Motor Coach Operators eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week. and that Paratransit drivers shall be paid overtime after 10 hours in one day or any time after 8 hours (if on an eight hour schedule). If SunLine cannot implement this change by July 2, 2023, it agrees that it shall provide back pay for the hours that should have been paid to meet the daily guarantee from the date of actual implementation by the vendor of the payroll system change going back to July 2, 2023. ATU agrees that the pending grievances are dismissed with prejudiced.

The following are examples of how the daily guarantee will be implemented for the MCOs:

Daily Guarantee								OT	Regular	Tot
Pay Code	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours	Hours	Hou
<u>Regular Time</u>		<u>7.75</u>	<u>8.00</u>	<u>8.50</u>	<u>7.00</u>	<u>8.50</u>		=	<u>39.75</u>	<u>39.75</u>
<u>Overtime</u>		-	-	-	-	-		=	=	=
<u>Daily Guarantee</u>		<u>0.25</u>	-	-	<u>1.00</u>	-		=	<u>1.25</u>	<u>1.25</u>

Daily Guarantee - With OT on Day Off										
<u>Pay Code</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>OT Hours</u>	<u>Regular Hours</u>	<u>Total Hours</u>
<u>Total Daily</u>	<u>8.00</u>	<u>8.00</u>	<u>8.50</u>	<u>8.00</u>	<u>8.50</u>	<u>8.50</u>	<u>-</u>	<u>41.00</u>	<u>41.00</u>	<u>41.00</u>
<u>Regular Time</u>	<u>7.75</u>	<u>8.00</u>	<u>8.50</u>	<u>7.00</u>	<u>8.50</u>	<u>0.25</u>	<u>-</u>	<u>40.00</u>	<u>40.00</u>	<u>40.00</u>
<u>Overtime Daily</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7.75</u>	<u>7.75</u>	<u>7.75</u>	<u>7.75</u>
<u>Guarantee</u>	<u>0.25</u>	<u>-</u>	<u>-</u>	<u>1.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1.25</u>	<u>1.25</u>	<u>1.25</u>
<u>Total Daily</u>	<u>8.00</u>	<u>8.00</u>	<u>8.50</u>	<u>8.00</u>	<u>8.50</u>	<u>8.00</u>	<u>7.75</u>	<u>41.25</u>	<u>49.00</u>	<u>49.00</u>

SECTION 3.

Initial sign-on and final sign-off for regular full-time operators will be done at the same location. SunLine shall attempt to set up designated stop points in close proximity to restrooms and fresh drinking water. Operators shall attempt to exclusively use these facilities.

Operators shall be required to report ten (10) minutes before their runs are scheduled for the purposes of vehicle check-out and this shall be considered time worked.

SECTION 4.

Operations supervisory personnel will be permitted to operate a coach in revenue service under the following conditions only:

- a) When there exists an emergency which does not permit contact of part-time, day off, or personnel on a scheduled split, operations supervisory personnel will be authorized to operate the coach in revenue service until such time as a qualified operator can be contacted and placed on the coach.
- b) After attempting to contact an individual indicating a desire to work on days off, operations supervisory personnel are authorized to operate a coach in revenue service if contact cannot be made or those individuals contacted decline the work.

c) In order to keep Supervisors' driving skills at a high level, supervisors may operate a coach in revenue service (at a maximum of four (4) hours per month) for training purposes with the presence of the motor coach operator. The motor coach operators shall earn the training rate for all time the supervisor operates the coach.

SECTION 5. VOLUNTARY CALL BACK (VCB)

a) Establish a VCB Form. Coach operator desiring to work on their days off shall sign up each month, and shall indicate which of their days off they are willing to work.

b) The VCB forms will be maintained in dispatch.

c) Seniority of sign-ups and work assignments on the VCB form is based on the operator's seniority number with the first available run being assigned to the VCB operator with the highest seniority number.

d) Fixed Route VCB:

1. Assignments available prior to 5:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 5:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. Dispatch will assign runs that are available prior to 5:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours. The assignments pursuant to this section (d)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.

2. Assignments available after 5:00 p.m.: Dispatch will call the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1. If Dispatch calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise dispatch of their availability and will be given work if available pursuant to this section.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

Coverage of open runs will be in the following order:

Fixed Route

1. Extra Board
2. VCB (Full Time Operators)

3. VCB (Part Time Operators)
4. Seniority Order – Full Time
5. Part Time – MAX HRS – Regular Seniority Rotation
6. Part Time – MAX HRS – (day off) Seniority Rotation
7. Supervision

e.) Paratransit VCB:

1. Assignments available prior to 7:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 7:00 p.m. and 8:00 p.m.

the evening prior to the day off to ascertain their report time and run/shift assignment. Dispatch will assign runs that are available prior to 7:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours at the time the assignment is made. The assignments pursuant to this section (e)(1) may be for a specific route, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a route assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.

2. Assignments available after 7:00 p.m.: Dispatch will call the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1. If Dispatch calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise dispatch of their availability and will be given work if available pursuant to this section.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

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1. Part Time or NWA (but not Maxed)
2. VCB (Full Time Operators)
3. VCB (Part Time Operators)
4. Seniority Order Full Time
5. Part Time MAX HRS – regular day seniority rotation
6. Part Time MAX HRS – days off – seniority rotation
7. Part Time Fixed Route Operators (with proper training)
8. Full Time Fixed Route Operators (with proper training)
9. Supervision

- f) Dispatchers shall post on the dispatch windows on a daily basis (1) the Voluntary Call Back List for Fixed Route and Paratransit Operators, (2) the daily assignments from the Extra Board List, Voluntary Call Back List, and any other non-regular assignment list.

- g) With 48 hours' notice, an operator may remove their name from the VCB list for the balance of the monthly sign-up period.
- h) A Fixed Route operator may remove their name from the VCB for a specific day(s) before 2:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods.
- i) A Paratransit operator may remove their name from the VCB for a specific day(s) before 4:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods.

SECTION 6. REST AND MEAL PERIODS

- a) There shall be operator Rest/Meal Periods which will be at least enough time to give 50 minutes total in a regular 8-hour day. There is no rest period due for a total work period in a workday of less than 3.5 hours.
- b) Rest/Meal Periods should be as evenly distributed as possible through an operators' work period, 50 minutes in a work period that is continuous and approximately 8 hours and 80 minutes in a work period that exceeds 10 hours of work.
- c) Rest/Meal Period time is set aside for the use of the operator for a short rest, meal or other personal needs.
- d) From time to time, the system schedules may not permit the time required for the Rest/Meal Period for operators and the parties agree to the following Committee and review process to make adjustments to Rest/Meal Period time to the run cut:
 - 1. From time to time, the system schedules may not permit the time required for Rest/Meal Periods for operators to be met and the parties agree to the following as a review and an adjustment process to bring the system run cut back into compliance. There will be a joint Schedule Adherence Review Committee made up of the Chief Operating Officer and an appointed member by the Union. The Committee will review complaints by operators related to the loss of Rest/Meal Periods. The Committee will investigate the filed complaints to determine the validity of the claim. Invalid claims will be returned to the employee with an explanation. Valid claims will be adjusted according to sections 2 and 3 below. Disputed claims will be sent to a neutral for binding arbitration to determine validity. No attorneys or transcripts will be used. A written decision from the neutral is expected. Decisions will be final and binding on the parties.
 - 2. Committee Decisions. Claims found to be valid by the Committee by the end of the first month of a sign up, will be adjusted by the beginning of the next sign up and no penalty shall accrue if adjusted within that time frame. Claims found to be valid after the first month of any sign up where there is no time for an adjustment, will be adjusted by the sign up following the next sign up and no penalty shall accrue if adjusted within that time frame. If an adjustment is found to be appropriate and is not made within the times specified above, the

affected operators shall be paid one hour for each day until the adjustment is made.

3. Arbitration claims. As to any matter that is subject to arbitration, no penalty shall be retroactively accrued or required to be paid by SunLine until a final decision is made by the neutral. Once a binding decision is made, SunLine shall pay operators one hour for each day until the run cut is adjusted retroactive to date of complaint to comply with the Meal and Break time requirements above.

e) This section will also apply to the Paratransit section of the M.O.U.

Amalgamated Transit Union and SunLine have negotiated the preceding provisions as an alternative to strict compliance with the Rest/Meal Periods in of Wage Order No. 9.

1. It is the intent of the parties that the attached Section 6 Meal/Rest Period is in compliance with Industrial Welfare Order 9-2001 which was amended and effective July 1, 2004. The parties are committed to implement these applicable provisions within the spirit and intent of the law by the terms attached.

2. The parties agree that SunLine, where necessary, shall make adjustments to the system run cut to comply with the Rest/Meal Period provisions of this agreement no later than the Third Run Bid in September of 2005. No retroactive penalty shall apply for any run cut prior to September of 2005.

3. As negotiated, this alternative scheduling and reconciliation process meets all legal requirements of Wage Order No. 9. There are no penalties under WO-9 other than that which are negotiated in this Rest/Meal Period provision.

ARTICLE O-4 OPERATOR DUTIES

SECTION 1. HOURS OF REST.

Each motor coach operator shall be allowed nine (9) consecutive hours of rest out of twenty-four (24), and shall be paid at the rate of time and one-half (1- 1/2) for all time worked during such rest period.

SECTION 2.

Any employee acting as an operator trainer or line instructor shall be paid fifteen percent (15%) per hour above their rate for each hour or fraction of any hour for such work.

SECTION 3. OPERATOR DUTIES.

An operator's duties shall consist of operator-related work such as exchange of buses, operation of relief vehicles, completion of mandatory California Highway Patrol forms, required paperwork, providing passengers with information and timing runs. Should SunLine overnight buses at a satellite location, operator's duties will be open to meet and

confer.

The operator may also be assigned, on a temporary basis, duties as designated by SunLine so long as such assignment is not demeaning or in the jurisdiction of the traditional maintenance duties at SunLine.

Dispatch shall post a sign-up sheet for extra duties (other than driving a bus) when such duties become available. Work will be assigned to the most senior operator who is not otherwise assigned regular work for the times these extra duties are available as long as overtime is not required. Such work shall be rotated by seniority and shall not be work normally assigned to any classification listed in Article G-29.

SECTION 4. RESTROOM COMMITTEE

Semi-annually, ATU Stewards will be relieved from assigned duties to provide SunLine with a list of convenient restroom locations. The locations/businesses will be contacted by SunLine to determine if their restroom facilities can be made available to Operators. A list of convenient restroom facilities will be posted for employee's use.

ARTICLE O-5 EXACT FARE PLAN

SunLine agrees to continue the exact fare or pass plans. SunLine may implement a sale of a pass plan on the bus.

ARTICLE O-6 PARATRANSIT

SECTION 1. CROSS TRAINING OF PARATRANSIT OPERATORS AS ORDER TAKERS/DISPATCHERS.

SunLine will continue to train and use Paratransit Operators as both Order Takers and Dispatchers (in SunDial only) so that cross training and eligibility for promotion continues. The employee serving in the role of trainee shall receive an additional Dollar and five cents (\$1.05) per hour for all hours worked as an order taker/dispatcher trainee. Whenever such training involves overtime, the formula used to calculate the overtime will be: hourly rate + \$1.05 X 1-1/2.

SECTION 2. "PARKOUTS" WILL BE ALLOWED.

SunLine may assign certain runs so that the Paratransit Operator may drive home a SunDial vehicle, and then begin service with that vehicle in the a.m. It is clearly understood that no driver may use the SunDial vehicle for personal use going to or from assigned origination or termination points, or at any time while in their control. Paratransit Operators assigned parkouts are responsible to check under the hood as part of their regular duties.

SECTION 3. PARATRANSIT OPERATORS WILL CONTINUE TO FUEL SUNDIAL

VEHICLES.

Paratransit Operators will still be assigned the duty of fueling their vehicles, except on their final trip.

SECTION 4. PART TIME SUNBUS MCO'S MAY DRIVE SUNDIAL.

Part-time MCO's may assist when needed in the provision of SunDial services. Such Part-timers will not suffer any reduction in wages.

SECTION 5. HIRING OF NEW EMPLOYEES FOR SUNLINE

Vacancies in Full Time Motor Coach Operator positions will be posted and filled following this sequence: 1) Part time Motor Coach Operators; 2) Full time Paratransit Operators;

3) Part time Paratransit Operators, and 4) outside applicants.

SECTION 6. BENEFITS WHEN ACCEPTING MCO POSITION

If any Paratransit Operator becomes a Part Time Motor Coach Operator, the benefits that go with that position will apply.

SECTION 7. DAILY OVERTIME

Also effective with the implementation of the 7/2/00 bid, overtime will be paid on a daily basis for paratransit drivers only. Overtime will begin after 10 hours in any one day. Anytime above 8 hours, on a daily basis, will be paid at the rate of 1 1/2 regular pay. The Parties agree that ATU filed grievances challenging how this provision was implemented by SunLine. In order to resolve those grievances, SunLine agrees that effective July 1, 2023, paratransit drivers shall be paid overtime after ten (10 hours in one day or any time after eight (8) hours (if on an eight-hour schedule)).

SECTION 8. PART TIME OPERATORS

Beginning 4/01/2019, a part time paratransit operator may be scheduled to work up to a maximum of 140 hours per month. SunLine may hire part-time paratransit operators up to a maximum of 25% of the fiscal year budgeted full-time paratransit operators to cover vacations, sick time and other absences.

SECTION 9. ADDITIONAL PROVISIONS

VACATION TIME OFF or VTOs

Effective July 1, 2019, full-time paratransit operators will accrue VTO as follows:

YEARS OF SERVICE	PER 80 HOUR PAY PERIOD	ANNUAL MAXIMUM
1 through 4 years	5.54 (10 vacation + 8 floaters*)	144 hrs.
5 through 9 years	7.08 (15 vacation + 8 floaters)	184 hrs.
10 through 19 years	8.62 (20 vacation + 8 floaters)	224 hrs.
20 through 24 years	10.15 (25 vacation + 8 floaters)	264 hrs.
25 years and over	11.69 (30 vacation + 8 floaters)	304 hrs.

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PART 3 MAINTENANCE PROVISIONS

ARTICLE M-1 PROBATION

All new employees shall be on probation for a period of Ninety (90) days or the equivalent work hours from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this 90 day probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

All new employees hired in the Maintenance Supervisor classification shall be on probation for a period of six (6) months from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this six (6) month probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

All employees promoted from the Bargaining Unit to Maintenance Supervisor shall be on probation for a period of six (6) months from the date of the promotion. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. If any promoted employee fails to demonstrate the qualifications required for the Maintenance Supervisor position within six (6) months, they shall revert back to their former classification without loss of seniority.

SunLine retains the right to extend the probationary period for an additional thirty (30) days. Such extension, to be provided to the employee in writing, shall be subject to the approval of the Union. During this 30 day extension, the employee is covered by the grievance procedure. The judgment of SunLine regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

ARTICLE M-2 SELECTION OF SHIFTS

There shall be at least three (3) sign ups per year for shifts and days off. The sign ups shall go into effect January, May, and September. All bids shall be posted for ten (10) consecutive days prior to the effective date of the implementation date. No sign up shall be less than sixty (60) consecutive days in duration. The method of bidding shifts and days off is to be established by mutual agreement of the parties. The Union Representative shall have the opportunity to review and negotiate these schedules with the department head or designee seven (7) days prior to posting.

Maintenance employees shall select their work schedules and shifts in accordance with their ATU Maintenance Seniority. If an employee doesn't bid, or refuses to bid, the shop steward shall bid for such employee an assignment as close as possible to that presently

being held. After the bid sheets are agreed to, they shall not be changed without mutual consent between the Union and SunLine. Shop steward shall work the day shift with Saturday and Sunday off. Bid sheets will be sent to the Union following completion of each bid.

New mechanics will be placed within any shift during the first 90 days. If a bid occurs prior to the new hire completing the 90 days probation, he/she will continue to be assigned a shift. SunLine agrees not to change the number of slots per shift due to the new hire.

New Maintenance Supervisors will be placed on rotating shifts during the first six (6) months. If a bid occurs prior to the new hire completing the six (6) month probation, he/she will continue to be assigned rotating shifts. SunLine agrees not to change the number of slots per shift due to the new hire.

In the event an employee returns to work in the same bid period during which he/she left, he/she will be placed on the same shift with the same days off as held at the time he/she left.

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In the event an employee returns to work after a subsequent bid period has been held, such employee will be allowed to bid into the same location with the shift and days off equal to that which the employee's ATU seniority would have permitted had the employee been present to bid at such subsequent bid period.

There shall be no adjustments in shift start times due to Daylight Savings Time.

ARTICLE M-3 MAINTENANCE DEPARTMENT

SECTION 1. WORKING ON DAYS OFF.

In the event an employee works on their day off, they shall be guaranteed a minimum of eight (8) hours pay and shall be paid the overtime rate for all work performed on their day off. In addition, no employee shall be required to work on that employee's regular day off unless there are substantial abnormalities in service requirements.

SECTION 2. SUNLINE SHALL FURNISH THE FOLLOWING TOOLS/EQUIPMENT FOR THE USE OF THE EMPLOYEE:

- a) Power tools presently provided by SunLine.
- b) Sockets and handles 3/4" drive and over.
- c) Taps and dies.
- d) Screw extractors, drill bits and hack saw blades.
- e) Rechargeable flashlight battery, extension lights and cords.
- f) Air hoses, quick disconnects, air chucks and cleaning blow nozzles.
- g) Safety glasses.
- h) All spray guns.
- i) All metric tools.
- j) All electronic tools except DVOM.

SECTION 3. BUMPING.

Maintenance employees displaced by senior employees, returning veterans, or who, for any reason, are deprived of their shifts through no fault of their own, may if they so desire, displace employees junior to them provided they are qualified. This provision shall not apply to operators transferring from operations to maintenance department.

SECTION 4. DUTIES OF LEADPERSON

Where the Maintenance Director so desires, the Maintenance Director may assign a lead person to a group of employees. A lead person directs an employee group assigned to their responsibility and they need not unnecessarily concern themselves with the work of any employee not in their group.

It is the lead person's responsibility to direct the employees in the progress of their work under the supervision of their immediate supervisors with whom they shall consult in all matters affecting such work.

A lead person has the same responsibility as all employees to report any circumstances affecting the safety of another employee or SunLine property and shall exercise their best efforts to assure that the employees they lead work safely at all times.

Seniority of equally qualified employees shall be the deciding factor in the promotion of an employee to a lead person.

SECTION 5. PROMOTION

Promotions shall be made by qualifications and/or seniority, but if any advanced employee fails to demonstrate the qualifications required on such new position within ninety (90) days, they shall revert back to their former classification without loss of seniority.

SECTION 6.

A training program may be conducted for the purpose of improving skills in order that employees may upgrade themselves.

SECTION 7.

SunLine Transit Agency and the Amalgamated Transit Union have agreed to the following Policy for the promotion of mechanics. It is to the benefit of SunLine and its mechanics that promotions take place as soon as each mechanic reaches a definable level of skills. This policy is designed to set achievable and recognizable standards to measure the promotion of SunLine mechanics.

- 1) SunLine will hire new mechanics into the class for which they are qualified at the time of employment.
- 2) If hired at the C level, each mechanic will be promoted to the B level upon successful completion of their probationary period, their first 90 days.
- 3) If hired at the B level, or upon being promoted to the B level by step 2) above, the criteria outlined below must be achieved to be promoted to the A level.
- 4) If hired at the A level, pay increases will follow the progression rates established in the Memorandum of Understanding.

Mechanics will advance:

- 1) by demonstrating the ability to work with little or no supervision;
- 2) assist or instruct B & C mechanics as directed; and
- 3) proficiency in Mechanic A level skills.

There are 10 categories of proficiency, and each category has certain minimum skills requirements. Once these skill requirements are achieved, promotion to the A level is automatic. In each category, essential requirements are marked with an asterisk, and each of these skills must be demonstrated by the ability to diagnose and repair. Work to be signed off by a supervisor. SunLine realizes that some of the asterisked skills may not be possible to demonstrate as the lack of these types of repairs may prevent a mechanic the opportunity to perform them. In those cases, a majority of the non-asterisked items may be performed in their place. As each skill is signed off, and the asterisked items (or majority of non-asterisked items in their stead) are achieved, the category will be signed off by a supervisor, completing that category.

SunLine will endeavor to provide training, either in-house, with the assistance of vendors, or by more formal educational opportunities, so that each mechanic has the ability to be promoted.

SECTION 8.

Overtime shall be offered to the employee performing the job necessitating the overtime work. Where there is new work to be performed on overtime or where the employee performing the job in progress declines the overtime, such overtime shall be offered on a voluntary, rotating basis to the most senior employee capable of performing the work. Where no employee is capable of performing the work or volunteers for offered overtime, SunLine shall assign the work to the least senior employee capable of performing-

Effective April 23, 2023, maintenance supervisors shall be deemed exempt employees and eligible for overtime and shift differential pay.

SECTION 9.

Maintenance supervisory personnel may perform work normally performed by Bargaining Unit employees so long as the performance of such work does not result in the layoff of any Bargaining Unit employee. Such work shall be limited to three (3) hours per day. In the event of layoffs, supervisor's work shall be limited to one (1) hour per day. These limitations will not apply in cases of emergency, while training or where an attempt to call in off-duty employees qualified to do the work has not been successful. Such things as Road Calls, Part Room work, pickup or delivery of parts or a bus exchange will not be considered working with the tools of the trade.

SECTION 10.

All regular Maintenance Department employees shall be guaranteed eight (8) hours pay on a five (5) day work week except where holidays intervene. Maintenance employees shall have two (2) consecutive days off per week. The guarantee does not apply to employees who are absent or tardy.

SECTION 11.

Employee shall submit the tool inventory to the immediate supervisor, and update it annually. The supervisor shall review and verify the inventory as soon as reasonably possible after receipt. In addition, SunLine will provide mechanics with tool insurance in the amount of \$25,000 covering the theft of tools. Insurance premiums are to be paid by SunLine and the \$250 deductible to be paid by the insured employee.

SECTION 12. TOOL ALLOWANCE.

Tool allowances: Mechanics, Engine Rebuilders, Non-Revenue Mechanics and Body Mechanics will be eligible after one year.

To encourage mechanics to replace and/or upgrade their tool inventory, SunLine will participate in a reimbursement program for those employees required to have tools.

~~Effective July 1, 2019, the annual allowance shall be \$800. Effective July 1, 2020 the annual allowance shall increase to \$900. Effective July 1, 2021 eligible mechanics, engine rebuilders, non-revenue mechanics and body mechanics shall receive an annual tool allowance of \$1000. the annual allowance shall increase to \$1,000.~~ Reimbursement requests, up to the full annual allowance, may be submitted one time per quarter, in the fiscal year during the months of September, December, March and June. No employee may submit more than one request per quarter.

To qualify, employee must:

- 1) Have completed one year of employment.
- 2) Purchase job related tools.
- 3) Have filed and received approval of a tool inventory with the immediate supervisor, and;
- 4) Provide proper receipts to the immediate supervisor who will approve the reimbursement request. A receipt is proper if it contains a description of the tool(s), the amount of the purchase, date of the purchase, and company name. The employees' name needs to be on the receipt (which can be written by the employee). The receipt must be legible.

RATIFICATION AND EXECUTION

~~SunLine and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union and adopted by SunLine's Board of Directors. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of SunLine and the Union. This MOU becomes effective on April 1, 2019.~~

~~SUNLINE TRANSIT AGENCY~~

~~AMALGAMATED TRANSIT
UNION LOCAL 1277~~

~~By: _____
Lauren . Skiver
Gener Manager/CEO~~

~~B. 
Arturo E. Aguilar
President/Business Agent~~

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SunLine Transit Agency and ATU Local 1277
~~2019-2022-2025 MOU Negotiations~~
Side Letter of Agreement
~~March 25, 2019~~

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") acknowledge that SunLine is running a pilot program that is expected to last ~~for~~ up to ~~three years from the start of the pilot program~~ June 2025. The pilot program is being established in order to allow SunLine to explore the possibility of providing additional services through a rideshare feeder program. ATU waives any right it might have to challenge the pilot program or any effects from the pilot program.

If, after the conclusion of the pilot program, SunLine elects to provide this type of service in-house, SunLine agrees that this is ATU's work, and SunLine further agrees to bargain over the wages, hours and working conditions for this new classification of small vehicle rideshare operator; and SunLine and ATU agree that mechanics for this service will be paid at the Non-Revenue Mechanic A wage rate.



Laur Skiver, CEO
SunLine Transit Agency



Art Aguilar, Presiden
Amalgamated Transit Union, Local 1277

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**SunLine Transit Agency and ATU Local 1277
2019 Negotiations
Side Letter of Agreement
March 25, 2019**

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") have met and conferred over SunLine's drug and alcohol testing program, and agree to the following:

- Employees who are covered by the DOT regulations will only be tested in accordance with DOT drug and alcohol testing procedures, as set forth in SunLine policy.
- Stops & Zones employees and Facilities Maintenance employees who are not covered by DOT regulations while operating non-revenue vehicles will be tested consistent with SunLine's authority, as set forth in SunLine policy, for pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.
- SunLine agrees to discontinue the random pool that was established under its own authority for Stops & Zones employees.

ATU agrees to withdraw PERB Charge No. LA-CE-1348-M.



_____, CEO

A handwritten signature in black ink, appearing to read "Art Aguilar".

Art Aguilar, President
Amalgamated Transit Union, Local 1277

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Article 0-3 Section 5
Side Letter

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") acknowledge that SunLine will establish a pilot program to modify the Voluntary Call Back ("VCB") program, currently set forth in Article 0-3, Section 5 of the MOU. The parties agree that this pilot program will commence on the first day of the month following 2 months after complete ratification and approval of the MOU (for example, if the MOU is approved on April 17, then the pilot VCB program would commence on July 1). The parties agree that, unless the program is cancelled by SunLine, the pilot VCB program will become permanent and the language below will replace the current language in Article 0-3, Section 5.

The ATU agrees that, for the first month of the pilot VCB program, any grievances filed over the AM/PM/Both selection will be limited to the first level of the grievance process, and will be solely for the purpose of improving the pilot VCB program, identifying mistakes, and clarifying misunderstandings.

The parties agree that, after the first month of the pilot VCB program, SunLine may, in its sole and complete discretion, cancel the pilot VCB program and return to the language currently set forth in Article 0-3, Section 5. In order to cancel the pilot VCB program, SunLine must provide ATU with at least 30 calendar days written notice.

The parties agree that the below language can be changed by the mutual agreement of the parties during the duration of the pilot VCB program.

SECTION 5. VOLUNTARY CALL BACK(VCB)

It is understood that this language will be the new Section 5, if the pilot program is not cancelled before it is in effect for 12 months.

- a) Establish a VCB Form. Operators desiring to work on their days off shall sign up each VCB period, and shall indicate which of their days off they are willing to work and their selection for shift start time, either AM (defined as any run starting at or before 10 AM), PM (defined as any run starting after 10 AM) or Both (defined as both AM/PM). The VCB period will be one (1) month plus or minus seven (7) days as defined by SunLine.
- b) The VCB forms will be maintained in the Control Room.
- c) Seniority of sign-ups and work assignments on the VCB form is based on the operator's seniority number and shift start time selection (as AM, PM or Both) with the most hours.
- d) Fixed Route VCB:
 1. Assignments available prior to 5:00 p.m.: An operator who signed up for the VCB is responsible for calling the Controller between 5:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. The Controller will assign runs that are available prior to 5:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours within the operator's selected shift start time (AM, PM or Both). The assignments pursuant to this section (d)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are

not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.

2. Assignments available after 5:00 p.m.: The Controller will call VCB, starting with the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1 and according to the operator's run start time selection. If the Controller calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise the Controller of their availability and will be given work if available pursuant to this section. Once a run has been offered to the remaining unassigned operators within the run start time selection and it remains open, it will then be offered to Seniority List.

lithe operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

Coverage of open runs will be in the following order:

Fixed Route

1. Extra Board
2. VCB (Full Time Operators)
3. VCB (Part Time Operators)
4. Part Time — On Shift, Same Day
5. Seniority Order (Day Off) — Full Time
6. Seniority Order (Day Off) — Part Time
7. Supervision

e.) Paratransit VCB:

1. Assignments available prior to 7:00 p.m.: An operator who signed up for the VCB is responsible for calling the Controller between 7:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. The Controller will assign runs that are available prior to 7:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours within the operator's selected shift start time (AM, PM or Both). The assignments pursuant to this section (e)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.
2. Assignments available after 7:00 p.m.: The Controller will call VCB, starting with the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1 and according to the operator's run start time selection. If the Controller calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise the Controller of their availability and will be given

work if available pursuant to this section. Once a run has been offered to the remaining unassigned operators within the run start time selection and it remains open, it will then be offered to Seniority List.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

SunDial

1. Part Time or NWA (but not Maxed)
 2. VCB (Full Time Operators)
 3. VCB (Part Time Operators)
 4. Seniority Order (Day Off) - Full Time
 5. Seniority Order (Day Off) - Part Time
 6. Part Time MAX HRS — regular day, seniority rotation
 7. Part Time MAX HRS — days off, seniority rotation
 8. Part Time Fixed Route Operators (with training)
 9. Full Time Fixed Route Operators (with training)
 10. Supervision
- f) Controllers shall post at the Control Room window on a daily basis (1) the Voluntary Call Back List for Fixed Route and Paratransit Operators, (2) the daily assignments from the Extra Board List and any other non-regular assignment list.
- g) With 48 hours' notice, an operator may remove their name from the VCB list for the balance of the current VCB sign-up period by submitting the appropriate removal form.
- h) A Fixed Route operator may remove their name from the VCB for a specific day(s) before 2:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods by submitting the appropriate removal form.
- i) A Paratransit operator may remove their name from the VCB for a specific day(s) before 4:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods by submitting the appropriate removal form.


 Tommy E. [unclear]
 SunLine Transit Agency


 Jeff Shaffer
 ATU Local 1277

Date


 Kelly T. [unclear] (Legal Counsel)
 SunLine Transit Agency

5-210-101

Date

**SunLine Transit Agency and ATU Local 1277
2019 Negotiations
Side Letter of Agreement
May 3, 2019**

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") agreed to changes to the following provisions in the 2019-2022 Memorandum of Understanding ("MOU"):

- ~~Article G-21, Section 1 (Miss-Outs)~~
- ~~Article G-34, Section 7 (Progressive Discipline)~~

~~The parties agree that no miss-outs that occur on or before June 26, 2019 shall be included in the calculations for progressive discipline in Article G-21, Section 1, or otherwise used for disciplinary purposes. A miss out that occurs on or after June 27, 2019 may be considered in the calculations for progressive discipline in Article G-21, Section 1 for disciplinary purposes.~~

~~The parties agree that no absences that occur on or before June 26, 2019 shall be included in the calculations for progressive discipline in Article G-34, Section 7, or otherwise used for disciplinary purposes. An absence that occurs on or after June 27, 2019 may be considered in the calculations for progressive discipline in Article G-34, Section 7 and for disciplinary purposes.~~



Tommaso F.
Sidi



Jeff Shaffer
~~Amalgamated Transit Union, Local 1277~~



A Public Agency

MEMBERS' Desert Het Springs Palm Springs Cathedral City Rancho Mirage
Palm Desert Indian Wells La Quinta Indio Coachella Riverside County

Operator Holiday Bidding Guidelines

Effective May 2015 Bid (Side Letter Continuance)

1. Holiday schedules will be posted along with the normal schedules outlined in the MOU bidding procedures. Schedules will be available for bidding during the regular bidding process for service changes in January, May and September.
2. Sunday schedules will be used for said Holidays.
3. Bidding for Holiday schedules, that operators qualify for (9 hours off per MOU), will be done in seniority order at the same time as the regular bidding.
4. The same bidding rules will be followed per the MOU (ie, 10 min. allowed to submit bid from the operator's bid time, etc.)
5. If an operator is on an approved time-off for the Holiday, it will preclude the operator from bidding on that Holiday.
6. In the event Holiday schedules are not being taken or bid on, SunLine will fill any remaining open Holiday schedules by assigning them to operators that normally work on the day the holiday is on. If an operator is normally off on this day, the operator will not be assigned a holiday schedule. These assignments to cover open runs will be done in inverse seniority order. An operator assigned in inverse order to a holiday will not be allowed to refuse the assignment.

X

Art Aguilar
A11.1 President

Edw. Cisneros
Chief Operating Officer

Sunline Transit Agency and ATU Local 1277
2019 Negotiations
Side Letter Agreement
Advanced Technology Technician Classification
March 25, 2019

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Unit, Local 1277 ("ATU") acknowledge that SunLine intends to establish a classification of Advanced Technology Technician in order to successfully maintain SunLine's advanced technology fleet.

SunLine intends that successful applicants will be required to:

- Demonstrate the ability to work with little or no supervision, have knowledge of principles, practices and methods in the repair of advanced technology bus systems and equipment.
- Perform testing, diagnostics, and preventative maintenance in accordance with manufacturers specifications; as well as safety and regulatory requirements.

Qualifications will include:

- Certification of ASE Certified Master Transit Bus Technician, proficiency in electric drive systems and hydrogen fuel cell, computer programs for electric drive systems and components.
- Ability to read and understand technical manuals and schematics; skillfully operate electronic test equipment with limited or no supervision.

Advanced Technology Technician will occupy two mechanic FTE's with one position on day shift and one position on swing shift. Pay progression to be determined.

During the next 12 months, SunLine Transit Agency and ATU 1277 will meet quarterly to develop and complete Advanced Technology Technician qualifications and timelines. The qualifications above are SunLine's and these will be discussed.



Lfrtiren Skiver
SunLine Transit Agency

StA _____ 7,
Date



Art Aguilar
ATU Local 1277

3/25/19 @ 5:41pm
Date



Kelly Trainer (Legal Counsel)
SunLine Transit Agency

11
Date

SunLine Transit Agency and ATU Local 1277
2022 Negotiations
Side Letter of Agreement
March 21, 2023

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") agree to changes to the following provisions in the 2022-2025 Memorandum of Understanding ("MOU"):

- The parties agree that ~~no miss-outs that~~ no more than 55% of the MCO runs will have a split.

DRAFT

RATIFICATION AND EXECUTION

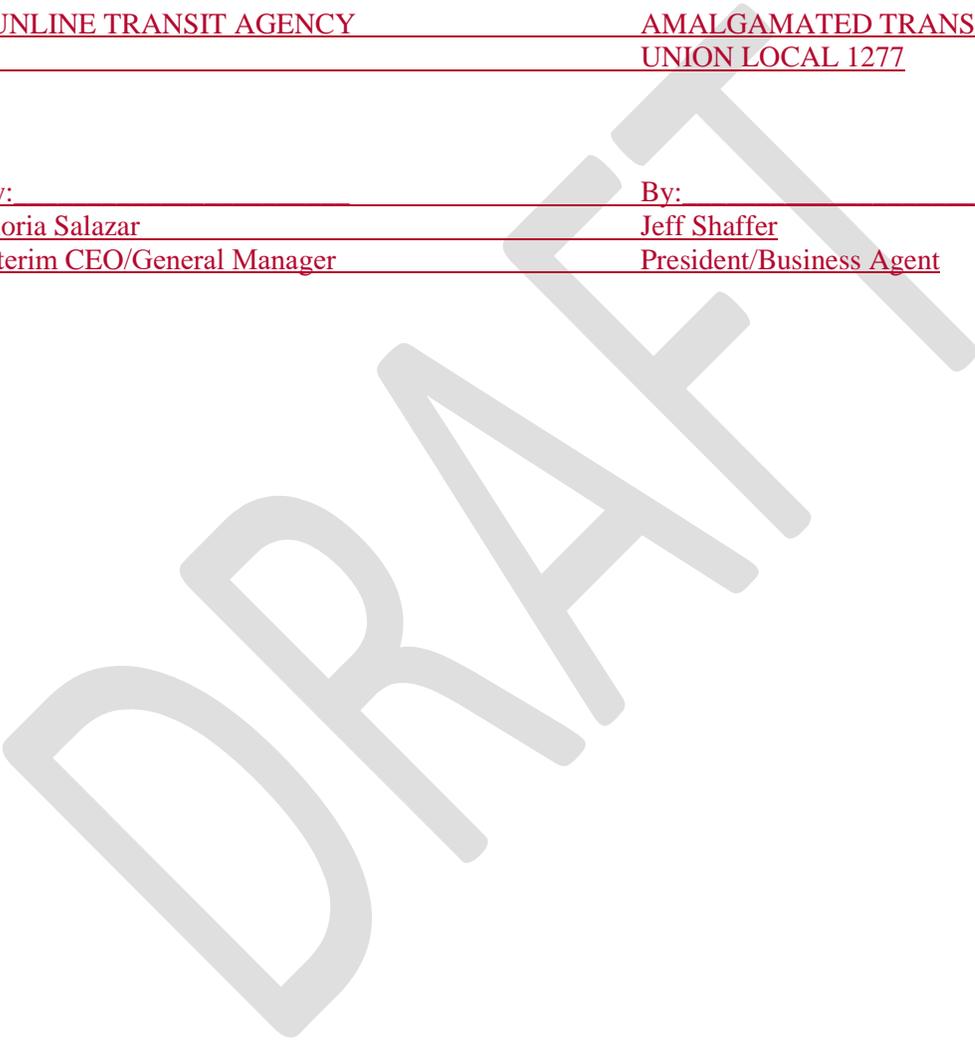
SunLine and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union and adopted by SunLine’s Board of Directors. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of SunLine and the Union. This MOU becomes effective on April 23, 2023.

SUNLINE TRANSIT AGENCY

AMALGAMATED TRANSIT
UNION LOCAL 1277

By:
Gloria Salazar
Interim CEO/General Manager

By:
Jeff Shaffer
President/Business Agent



MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNLINE TRANSIT AGENCY

AND

AMALGAMATED TRANSIT UNION
LOCAL 1277

April 1, 2022 through March 31, 2025



MEMORANDUM OF UNDERSTANDING
BETWEEN
SUNLINE TRANSIT AGENCY
AND
AMALGAMATED TRANSIT UNION LOCAL 1277

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**PART 1
GENERAL PROVISIONS**

The General Provisions of Part 1 of this Memorandum of Understanding shall apply to all employees covered by this MOU; however, specific language in a subsequent Part of this Agreement is in addition to these General Provisions.

**ARTICLE G-1
RECOGNITION**

SECTION 1.

Pursuant to the provisions of the Employee Relations Resolution of the SunLine Transit Agency, hereinafter called "SunLine", and applicable State Law, Amalgamated Transit Union Local 1277, hereinafter called the "Union", was certified on March 14, 1978 by the Department of Industrial Relations Conciliation Service as the exclusive representative of all operators and maintenance personnel of SunLine in the unit established in the Employee Relations Resolution excluding management, supervisory, professional and confidential employees. The term "employee" or "employees" as used herein shall refer to employees employed by SunLine in the unit in the classifications set forth in Article G-29, as well as such classes as may be added hereinafter to said unit by SunLine.

SECTION 2. EXCLUSIVE RECOGNITION.

Management agrees that it shall recognize Amalgamated Transit Union Local 1277 as the exclusive representative of all coach operators and maintenance employees of SunLine in said unit for the purpose of meeting its obligations under Meyers-Milias-Brown Act, Government Code 3500, et seq., and Employee Relations Resolution when SunLine's rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

UNIT WORK: During the term of this agreement, all transit operations and maintenance of equipment shall be performed by employees of the bargaining unit. SunLine will not enter into any warranty longer than what it has done as of April 1st, 2006.

SECTION 3. FUTURE RECOGNITION

It is expressly agreed that in the event SunLine shall engage in the providing of rail transportation services or "people mover" system, etc. in addition to those presently being provided, SunLine shall and hereby does recognize the Union as the exclusive representative of all employees engaged in the operation and maintenance of such new services. It is further agreed that such recognition shall be and hereby is extended to the same extent and for the same purposes as are set forth in this Article G-1 of this

Agreement.

It is further agreed that the terms and provisions of this Agreement shall be and hereby are extended to all new employees and classifications of employees whom the Union shall be entitled to represent as a result of the inclusion of this section in the Agreement.

It is further agreed that the rates of pay of said new employees or classifications of employees shall be the same as the rates of pay then in effect for those SunLine employees or classifications of employees whose functions or duties are similar to the functions or duties to be performed by said new employees or classifications of employees.

In the event the Union and SunLine believe there are no classifications of employees whose functions or duties are similar to the functions or duties then in existence, the Union and SunLine shall meet and confer to establish wage rates for such new classifications of employees.

In the event there is a dispute over the interpretation, implementation or intent of this Section, such dispute shall be resolved by final and binding arbitration in accordance with Article G-20 of this Agreement.

SECTION 4. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

A. Dues Deductions. The Union will maintain records of employee authorizations for dues deductions. The Union will provide SunLine with information regarding the amount of dues deductions and the list of Union employees who have affirmatively consented to or authorized dues deductions. SunLine shall not request the Union to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization. SunLine shall deduct dues or fees on a regular basis from the pay of all classifications and positions recognized to be represented by the Union, who voluntarily authorize such deduction in writing to the Union. SunLine shall remit such funds to the Union within ten (10) days following the last pay period of each month, excluding Saturdays, Sundays and holidays, following the deductions. With each remittance, SunLine will submit a list of the amounts deducted from each employee. This list will be provided by mail.

B. List of Bargaining Unit Employees. SunLine agrees to provide the Union with a list, on a monthly basis, of the names of any employees holding classifications and positions recognized to be represented by the Union. The list will include all bargaining unit employees, including newly hired employees. The list will include the following information, to the extent that SunLine has such information: name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with SunLine, and home address. SunLine will provide this list electronically.

C. Indemnification. The Union agrees to hold SunLine harmless and indemnify SunLine against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Union, except the intentional failure of SunLine to transmit the funds deducted from employees pursuant to this Article, to the Union.

D. The Union agrees to furnish SunLine with an up-to-date list of all its officers, business agents and stewards and to notify SunLine of any changes within 30 calendar days.

E. SunLine agrees to furnish the Union with an up-to-date list of the names of its CEO/General Manager, department heads of any department with bargaining unit employees as well as the department head of Human Resources and notify the Union of any changes within 30 calendar days.

F. New Employee Orientation. When a new employee orientation is conducted for new employees hired into positions represented by the Union, SunLine shall provide the Union with ten (10) days advance notice of the orientation and shall permit the Union up to one (1) hour per orientation class to present information to new employees in positions represented by the Union. If there are more than nine (9) new employees present in positions represented by the Union, then the Union shall be permitted up to two (2) hours to meet with such employees. No persons will be present except for the new employees and the union representative(s), which includes up to one (1) paid SunLine employee. When a newly hired employee does not attend an employee orientation within thirty (30) days of hire, SunLine will provide the Union with timely notice of same and will give the Union up to one (1) hour to meet with that employee. If there is more than one (1) employee who did not attend the employee orientation, SunLine may combine those employees into one (1) meeting with the Union. The meetings between the Union and employee(s) shall take place during the employees' regular working hours with no loss of pay to the newly hired employees. If the Union representative is a SunLine employee, such employee will be paid for the time of the orientation, in accordance with Article G16, Section 1.

ARTICLE G-2 NONDISCRIMINATION

SECTION 1.

The parties mutually recognize and agree to protect the rights of all employees hereby to join or participate in protected Union activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 to 3511.

SunLine and the Union agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliation or citizenship status. SunLine and the Union shall meet and confer on any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

SECTION 2.

Nothing in this Agreement shall preclude SunLine from reasonably accommodating an

employee with a disability under the Americans with Disability Act (ADA) or otherwise complying with the ADA.

ARTICLE G-3 MANAGEMENT RIGHTS

A. It is understood and agreed that SunLine possesses the sole right and authority to operate SunLine and to direct the employees of SunLine and its various departments in all aspects, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hiring and promotion and transfer of employees, and their discharge or discipline for proper cause are the rights of SunLine, except as limited elsewhere in this Agreement.

B. The Union recognizes that infractions of SunLine's Rules and Regulations that are necessary for efficient operations will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by SunLine shall be valid if they violate any provisions elsewhere set forth in this Agreement.

C. SunLine's exercise of any right or prerogative pursuant to this Agreement may be made the subject of a grievance.

ARTICLE G-4 NO STRIKE - NO LOCK OUT PROVISION

SECTION 1.

The Union, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick out or any other job action by withholding or refusing to perform services.

SECTION 2.

SunLine agrees that it shall not lock out its employees during the term of this Agreement.

SECTION 3.

Any employee who willfully participates in any conduct prohibited in Section 1 above shall be subject to immediate termination by SunLine.

SECTION 4.

If the Union fails, in good faith, to perform all responsibilities listed below in Section A, SunLine may pursue such legal remedies as may be available under the Employee Relations Resolution and the law.

A. UNION RESPONSIBILITY

SECTION 1.

In the event that the Union, its officers, agents, representatives or members engage in any of the conduct prohibited in Section 1, above, the Union shall, upon written notice sent to the principal authorized agents of the Union, instruct persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and they must immediately cease engaging in conduct prohibited in Section 1 above and return to work at full productivity.

SECTION 2.

If the Union performs all of the responsibilities set forth in Section 1, above, in good faith, the Union, its officers, agents and/or representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

**ARTICLE G-5
DISTRIBUTION OF CONTRACT**

A copy of the Agreement will be issued to each employee upon approval by both parties and to all new employees covered by this Memorandum.

**ARTICLE G-6
NEGOTIATIONS**

It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of SunLine and the duly authorized representatives of the Union.

**ARTICLE G-7
WAIVER OF PROVISION**

A waiver or breach of any condition of this Agreement by either party shall not constitute a precedent for any subsequent waiver or breach of any condition.

**ARTICLE G-8
WARRANTY OF CAPACITY**

SECTION 1.

Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the

Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

SECTION 2.

The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

SECTION 3.

This contract contains all of the agreements, stipulations and provisions agreed upon by either party. No representative of either party has the authority to make, or to be bound by, any agreement, stipulation or provision made prior to the execution of this contract.

**ARTICLE G-9
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT**

The parties mutually agree that during the term of this Memorandum of Understanding not to seek to negotiate or bargain with wages, hours and terms and conditions of employment whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

**ARTICLE G-10
EMERGENCY WAIVER PROVISION**

In the event of circumstances of a general disaster nature beyond the control of SunLine, such as Acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of SunLine which restrict SunLine's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Union shall have the right to meet and confer with SunLine regarding the impact on employees of the suspension of these provisions in the Memorandum and any personnel rules and policies.

**ARTICLE G-11
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING**

SECTION 1.

It is the intent of the parties hereto that the provisions of this Memorandum of

Understanding shall supersede all prior Agreements and Memoranda of Understanding or contrary Salary and/or Personnel Resolutions or Rules and Regulations of SunLine, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with federal or state law.

SECTION 2.

It is understood and agreed that there exists within SunLine, in written form, Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of SunLine. Such Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of SunLine may, at the sole discretion of SunLine, stay in full force and effect or be modified as it sees fit, provided, however, that nothing therein shall be enforceable which is in conflict with this Memorandum of Understanding. New provisions or amendments to these Resolutions and/or Code may be adopted and/or implemented by SunLine. The Union may grieve regarding any such changes or modifications of these Resolutions and/or Code if they are not in accordance with the Memorandum of Understanding or directly affect wages, hours or terms of employment covered by this Memorandum of Understanding.

ARTICLE G-12 SEPARABILITY PROVISION

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. Such provision, if found to be inoperative, void or invalid shall be re-negotiated.

ARTICLE G-13 DURATION

SECTION 1. – DURATION AND TERMINATION

This agreement shall be made effective on April 1, 2022, and shall remain in full force and effect to and including March 31, 2025, and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) days prior to March 31, 2025. If neither party so serves such notice of termination, this Agreement, after March 31, 2025, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.

SECTION 2. – REQUESTS TO MODIFY

Any request 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) days prior to March 31, 2025, and in the event the Agreement is in effect after such date by reason of the provisions of Section 1 hereof, not later than sixty (60) days prior to the time it is proposed to make such change or modification.

ARTICLE G-14 COPE

If an employee agrees in writing to make voluntary Committee on Political Education (COPE) or voluntary life insurance offered by the Union contribution, on a form approved by both the Union and SunLine, then SunLine will deduct such amounts from payroll and remit to the Union in the same manner as the dues deduction herein.

ARTICLE G-15 UNION VISITATION RIGHTS

Authorized Union representatives shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. An authorized representative, other than Stewards, desiring access to a work location hereunder, shall inform the SunLine General Manager or designee upon arrival, if during operating hours. If the visit is not during regular working hours the Union shall notify the General Manager or the General Manager's designee prior to the intended visit. While at SunLine's facilities, the Union representative shall agree to observe the same security, conduct and safety rules and regulations of SunLine as other visitors and shall not unduly interfere with the performance or work of any employee or group of employees. Should this agreement be breached by the Union representative, said representative may be ejected from the premises. Access to work locations will only be granted to Union representatives on the current list.

ARTICLE G-16 STEWARDS

SunLine agrees to recognize four (4) stewards, two (2) stewards in the Maintenance department (one [1] for the Maintenance Supervisors and one (1) steward for all other Maintenance employees), one (1) steward in Operations department and one (1) steward for Paratransit and alternates (to act in absence of steward) designated by the Union from time to time. Stewards shall recognize that they have regular full-time duties as employees of SunLine and shall conduct themselves in accordance with the requirements of all employees of SunLine.

The Union shall have the responsibility to notify SunLine in writing of the names of its duly authorized stewards. SunLine shall not recognize or deal with any employee as a steward unless they are on the designated steward list.

DRAFT

Stewards shall spend only the time necessary to expeditiously carry out their functions as steward and shall not unduly restrict or interfere with the performance of their own duties.

Stewards may leave their immediate work location to perform these duties, however, stewards shall first obtain permission from their immediate supervisor to leave the area and shall inform the supervisor of the reason for their leaving the area. The supervisor shall be responsible for maintaining time records of the amount of time stewards spend in the performance of their steward duties.

The Union and SunLine agree to review the amount of time spent by stewards in the performance of their duties on a bi-annual basis, to determine whether the stewards are observing the provisions of this Article.

The stewards shall minimize the amount of interference with SunLine's work in the performance of their duties.

At any time either party may request to meet and confer regarding the application of this procedure.

Stewards shall not log overtime or premium pay time for time spent performing any function as a steward. Except the stewards will be guaranteed their shift/bid time and this shall be treated as time worked for all Overtime calculations. Anytime worked beyond shift/bid time shall be paid at straight time.

The non-supervisory Maintenance steward's position is guaranteed to be a day shift with Saturday and Sunday as days off. The Supervisor Maintenance steward is not guaranteed any specific shift, as a steward.

SECTION 2.

SunLine shall assign a room to the Union/stewards to be used for union business at their discretion, upon reasonable notice to SunLine. Said notice can be as short as 10 minutes. Stewards shall sign in for use of the room.

If SunLine is using the room at the time of the request, SunLine can complete its meeting before it is used by Union/steward. If the room is occupied by SunLine at the time of the request, and the Union/steward cannot wait until the meeting is concluded, SunLine shall provide another room if available.

SunLine shall provide a desk and chairs in the assigned room. Union can place filing cabinets in the assigned room. Union assumes the risk for any damage to the filing cabinets or its contents. Use of room to include up to thirty (30) minutes for both the employee/grievant and the Union representative to view and discuss any evidence without management present, when such cases include video (internal or external) with potential regards to employee discipline.

**ARTICLE G-17
PUBLIC NOTICES**

SECTION 1.

No public notice shall be posted relative to errors, shortages or mistakes which have been made by individual employees, referred to by name, covered by this Agreement.

SECTION 2.

SunLine will maintain glass enclosed bulletin boards in the following locations: one (1) in the Thousand Palms Operator's lounge; one (1) in the Thousand Palms Maintenance facility; and one (1) in the Indio facility in a mutually agreeable location. The bulletin boards will have locks and keys and the keys will be given to the duly authorized Union representative. The bulletin boards may be used by the Union for posting Union approved notices.

SECTION 3.

The Union representative shall not post or distribute any other notices, pamphlets, advertising, political matters or other kinds of literature upon SunLine property.

**ARTICLE G-18
SENIORITY/RECALL BUMPING**

SECTION 1.

Seniority for the purpose of this Agreement is defined as the length of unbroken service in the bargaining unit. Effective 04/01/06, when more than one person is hired into a classification on the same day, seniority will be determined by using the date/time stamp of the employees initial physical exam report time. The earlier date/time stamp will be recognized as the more senior employee.

SECTION 2.

In promoting employees to higher paying jobs, SunLine shall select those employees who are to be promoted to higher paying jobs (within the bargaining unit). In making such selection for promotion, where qualifications and performance are relatively equal between employees for assignment to higher paying jobs, the senior regular employee shall be awarded the higher paying job unless otherwise stated. Operators shall be deemed to be equally qualified. In case of lay-off due to lack of work, SunLine shall retain the most senior employees, within classification. Laid-off employees will be given the opportunity to return, subject to work availability, in order of seniority within each respective classification.

SECTION 3.

Employees shall lose all seniority rights and employment shall cease for any of the

following reasons:

- a) Resignation.
- b) Discharge.
- c) In the event of recall from a layoff, the failure to report their availability for work within forty-eight (48) hours after SunLine sends Federal Express (Next Day Delivery Guaranteed) notice to employee's last known address shown on SunLine records; hereafter this employee shall be available for work after ten (10) working days from the sending of notice of recall and date to report at the time and place specified, or they will be deemed to have voluntarily quit and shall lose all seniority.
- d) Failure to notify the agency by an effective means of notice once every (30) days following lay-off, indicating their continuing availability for employment provided SunLine has an effective means of receiving notification.
- e) Absence due to lay-off for a period of one (1) year.
- f) If the employee overstays a time off without pay without proper notification and authorization from SunLine.
- g) If the employee engages in other employment during a period of leave unless approved by both the Union and SunLine.
- h) If a settlement has been made with the employee for total disability.
- i) If the employee retires.
- j) If an employee is absent from work for a non-industrial illness or injury in excess of one (1) year.
- k) If an employee is absent from work for an industrial illness or injury in excess of two (2) years.

SECTION 4. SENIORITY OF EMPLOYEES BY REASON OF ACQUISITION.

Employees who have prior continuous service with any transit operation which is, in the future, acquired by SunLine, and who remain in the continuous service of SunLine after such acquisition, shall retain their most recent date of continuous employment with such predecessor transit operation as their seniority date.

SECTION 5. Employees transferring from the operating department to the maintenance department, or from the maintenance department to the operating department, with the consent of SunLine and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

SECTION 6. EFFECT OF TRANSFER ON SENIORITY.

No change in classification of a regular full-time employee, whether within any one of the

main classifications or from one main classification to another, shall cause any loss in the seniority of such employee except in the bidding of work assignment where such bidding will be by date of seniority of the last transfer into the appropriate department.

SECTION 7. PROCEDURE.

In the event of a changed classification, any employee found to be unqualified, shall be restored to their former position without loss of seniority. The retention of any employee ninety (90) days or over in such changed classification shall be deemed an acceptance of their qualifications by SunLine. Employees who have changed classifications and have retained their new classification in the bargaining unit with more than ninety (90) days but whose job is subsequently eliminated by a reduction in staff or for other reasons, shall be permitted to resume their position on the seniority list in their former job classification.

ARTICLE G-19 PROMOTIONS AND TRANSFERS

SECTION 1. PROMOTIONS.

Any employee covered by this Agreement who is promoted to a position not included within the scope of this Agreement shall within forty-five (45) days of such promotion determine if they shall continue on such promotion or return to their previous job. Employees who elect to remain in such new positions shall forfeit all departmental seniority; provided, further, that any employee who is promoted a second time within a floating six-year period, will immediately forfeit all departmental seniority.

ARTICLE G-20 GRIEVANCE PROCEDURE

SECTION 1. APPEAL LEVELS AND TIME LIMITS

When a grievance or dispute with respect to discipline or the interpretation or application of the terms of this Memorandum of Understanding has been presented to SunLine by an employee or an authorized Union representative, and has not been satisfactorily adjusted by an authorized SunLine representative, and the employee or the Union wishes to further prosecute the issue, it shall then be adjusted according to the following:

SECTION 2. STEP ONE:

Non Disciplinary Cases

a) Any such grievance or dispute shall be presented, in writing, on the ATU Grievance form, for adjustment immediately but in no event more than two hundred forty (240) hours (ten (10) days) after occurrence.

The employee may personally present the grievance or dispute to the employee's Chief

or designee if he/she so desires.

b) Any employee having a grievance or dispute may present it to the employee's Chief or designee through a Union representative. The Chief or designee will hold a meeting with the employee and the Union representative to discuss and attempt to adjust the matter – No more than two representatives from Management and two representatives from the Union shall be present, and the grievant shall be present. The Chief or designee will give a written answer within two hundred forty (240) hours (ten (10) days) after receiving the ATU Grievance Form, which, if denied, shall include the reasons therefore. Every effort will be made by both parties to settle grievances or disputes in this Step One. If multiple grievances are filed on the same subject, these will be combined into a group grievance involving the affected employees and will be processed as one grievance.

SECTION 3. DISCIPLINARY CASE

Discipline will be administered only for proper cause.

SECTION 4. REPRESENTATION AT COUNSELING SESSION

Whenever employees are called in for the purpose of a disciplinary counseling, SunLine will conduct such counseling with the Union representative present, if the employee so desires.

SECTION 5. PROTECTION OF EMPLOYEE'S RECORD

It is mutually agreed that no entry shall be made on the employee's record of such suspension or discharge if the employee was found to be completely blameless by mutual agreement.

SECTION 6. CONSIDERATION OF SERVICE RECORD ITEMS ON ONE YEAR'S STANDING

Notation of one year's standing or more on service record of employee will not be considered in disciplinary cases except for accidents for eighteen (18) months and drug and alcohol for 24 months. This one year time period may be extended by mutual agreement on a case by case basis between SunLine and ATU.

SECTION 7. NOTIFICATION TO EMPLOYEE OF IMPENDING DISCIPLINE

a) Discipline hearings shall be held within fifteen (15) days, excluding Saturdays, Sundays, and Holidays, from the date of the incident or infraction giving rise to the discipline except in cases of harassment, discrimination or retaliation where SunLine has up to 65 days from of SunLine's knowledge of the incident. Any day the employee is off work, due to sickness, injury, vacation, bereavement leave or any other legally protected leave shall be excluded from the calculation. The employee must be given at least forty-eight (48) hours' notice of the time, date, place and subject matter of the hearing. All hearings where a decision is pending shall be answered within ten (10) days (240 hours) excluding Saturdays, Sundays and Holidays from the date of the hearing.

b) Before an employee is disciplined as a result of complaints or reports from sources outside SunLine's supervisory force, the employee shall be first given a hearing by the employee's Chief or designee.

c) Before an employee is suspended as a result of an infraction of rules, except in cases such as gross misconduct, insubordination, allegedly being under the influence of narcotics, alcohol or stimulants, or of physical assaults or threats thereof, the employee will be given at least forty-eight (48) hours notification prior to suspension.

SECTION 8. HEARING BEFORE DISCHARGE

Before an employee covered by this Memorandum of Understanding is discharged, a hearing shall be set where the employee may present his/her case. The Union will be given notice of the time and place of such hearing and may appear and represent the employee if the Union and/or the employee elects.

SECTION 9. PROTECTION OF EARNINGS

If, after a review of a suspension or discharge, it is mutually agreed that an employee who was suspended or discharged was completely blameless as regards to the offense charged, he/she shall be reinstated to his/her former position without loss of seniority and will be paid all the wages he/she would have earned during the period of suspension or discharge up to a maximum period of thirty (30) days. If the suspension or discharge period exceeds thirty (30) days, the wages he/she may have earned in other employment after the thirtieth day, or benefits received through California Unemployment Insurance by reason of unemployment after the thirtieth day, shall be deducted from the total earnings he/she would have earned from SunLine. If, however, after such review it is found that the employee in question was not completely blameless, then the parties may mutually agree upon what, if any, portion of wages he/she would have earned should be restored to the employee.

SECTION 10. STEP TWO:

Disciplinary and non-disciplinary cases.

a) Matters not resolved at step one, or after discipline is imposed pursuant to section 7 of this article, will be referred to step two. If the step one answer is not satisfactory, the authorized Union representative may appeal the grievance or dispute to the General Manager or designee within thirty (30) days from receipt of the Step One written decision. The Union shall state that the answer is unsatisfactory and identify the issue being grieved, the contract provision allegedly violated and remedy requested. Immediately thereafter, a meeting will be arranged between the General Manager or the designee and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within two hundred forty (240) hours (ten (10) days) from the time the grievance or dispute was referred to the General Manager or the designee. The case will be discussed and even though an oral decision is given in the meeting, a written decision shall be made and a copy thereof shall be delivered to the authorized Union representative within three hundred sixty (360) hours (fifteen (15) days) from the time of the meeting referred to above.

b) The grieving employee shall suffer no loss of pay for the Step Two hearings if he/she is in attendance during the hours of their regular shift.

SECTION 11. THE STEP TWO WRITTEN DECISION SHALL INCLUDE THE FOLLOWING

1. Date.
2. Names of those present.
3. Statement of each grievance or dispute discussed.
4. The Union's position with respect to the grievance or dispute.
5. SunLine's position with respect to the grievance or dispute.
6. SunLine's answer to the grievance or dispute.

One copy of this decision with the date and time mailed by SunLine noted, will be electronically delivered via DocuSign and mailed to the Union President/Executive Board member assigned to the Agency or his or her designee.

If SunLine issues a verbal warning or a written warning, these can go through Step 1 or Step 2 of the grievance procedure but cannot go to arbitration. If a suspension or discharge is issued, in part, on the prior verbal warning or written warning, the Union will be able to fully dispute the verbal warning or written warning in that arbitration.

SECTION 12. SUBMISSION TO MEDICAL EXAMINATION

Any employee charged with being under the influence of alcohol or drugs while on duty, or on SunLine property, shall be requested to submit to medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test and to sign the consent form will constitute acknowledgment by the employee of his/her guilt.

SECTION 13. TIME LIMITS

Either party failing to meet the time limits will forfeit its case. Any of the time periods within which any of the acts required in this Article G-20 are to be performed may be extended by mutual consent of the parties.

SECTION 14. EXCLUSION OF SATURDAYS, SUNDAYS & HOLIDAYS FROM TIME LIMITS

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

STEP 3: ARBITRATION

SECTION 15. PROCEDURE FOR NOTIFICATION

If a grievance or dispute with respect to the interpretation or application of any terms of this Memorandum of Understanding is not satisfactorily settled, the Union may demand in writing that it be submitted to arbitration before a Board of Arbitration hereinafter described

and referred to as the "Board", and SunLine and the Union shall arbitrate such grievances or disputes. This demand shall be served upon SunLine within fifteen (15)

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days from the date of the delivery of the decision of the General Manager or designee of SunLine, on the grievance or dispute rendered in Step Two of the Grievance Procedure, as set forth in Article G-20.

SECTION 16. ISSUES SUBJECT TO ARBITRATION

At least five (5) days prior to the arbitration hearing, each party will provide the neutral arbitrator and the other party a statement of the issue(s) to be arbitrated and the proposed remedy, if any. In cases where the parties have not agreed on the issue(s), the neutral arbitrator will frame the issue to be decided. It shall be mutually understood that the Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Memorandum of Understanding.

SECTION 17. CHOOSING THE ARBITRATION BOARD

The Board shall consist of three (3) persons; one (1) person chosen by the Union, one (1) chosen by SunLine and a neutral arbitrator chosen by the method described in Section 18 below. SunLine and the Union shall submit to each other the names of their respective representatives within five (5) days of the receipt of the demand to submit a grievance to arbitration, as provided in Section 15 of this Article.

SECTION 18. DETERMINATION OF THIRD ARBITRATION BOARD MEMBER IN CASE OF DISPUTE

Unless mutually agreed, SunLine and the Union shall each appoint a representative to the arbitration panel. As the chairperson of the arbitration panel, either party may request a list of five (5) arbitrators (who are members of the National Academy of Arbitrators and are located within 250 miles from SunLine headquarters), registered with the California State Mediation and Conciliation Service (SMCS) or some other mutually agreed upon source within twenty (20) days of Union's request for arbitration. SunLine shall pay for any fee that is charged for the list. The parties will set a time to strike names. The party who strikes first will be selected at random. After the first strike, the Union and SunLine will alternatively strike names. The last name remaining on the list is the chairperson selected.

If the neutral arbitrator is unwilling or unable to serve, or is unable to commence the arbitration within three (3) months of being notified of the appeal, the parties will continue to select arbitrators from those remaining on the original list until such time as a replacement arbitrator can be agreed upon. The neutral arbitrator selected under the Section shall serve as the Chairperson of the Arbitration Board.

SECTION 19. ARBITRATION BOARD PROCEDURES

The Board shall convene at a date to be determined by the three person Board. The parties further agree that in the conduct of the proceedings, the Board shall follow orderly rules of procedure; first, the issues to be presented to the Board; second, the direct and rebuttal evidence of the parties; third, oral argument by the parties; and fourth, submission and ruling by the Board.

SECTION 20. MUTUAL CONSENT TO DECISIONS AND CERTAIN EXPENSES

The parties further agree: (1) that the rulings of a majority of the Board members, with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties; (2) that each party shall pay its own arbiter; (3) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the Board; (4) that a written decision or award, by a majority of the Board members, shall be rendered within a time limit which is agreeable to the three person Board.

SECTION 21. GRIEVANCES OR DISPUTES NOT SUBJECT TO ARBITRATION

No grievance or dispute shall be presented for arbitration until the employee or the Union has availed itself of the entire Grievance Procedure set forth in Article G-20, and all grievances or disputes shall be considered finally settled and not subject to arbitration unless a written demand for arbitration has been served upon SunLine as provided in Section 15 of this Article.

SECTION 22. CALLING OF WITNESSES

The Board, or either party, may call any employee as a witness in any proceedings before the Board, and if the employee is on duty, SunLine agrees to release that employee from duty so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such witness will reimburse the witness for the time lost.

ARTICLE G-21 MISS-OUTS

SECTION 1. MISS-OUTS. Operations (Mechanics and Stops and Zones- see Section 2)

A "miss-out" is defined to be: Each failure of an Operator to report for duty or within 15 minutes of the scheduled start time and at the proper place at which their assigned duties are scheduled to start or their failure to call in and advise SunLine at least sixty (60) minutes prior to the sign-on time of their run or shift that they will not be in.

Operators who are charged with a miss-out are not entitled to sick leave pay. If an operator arrives within 15 minutes of his or her scheduled shift, they shall be placed on the extra board and be given a late arrival. The operator who has arrived within 15 minutes shall be held for a minimum of 6 hours with pay from time of arrival. If assigned work the operator shall be compensated for actual hours worked. If an employee arrives after 15 minutes, they may voluntarily remain on site while waiting for the next available work and the waiting period is not subject to compensation. If the operator is assigned work, he or she shall be paid for actual hours worked. If two or more operators are late, assignments will be given first to the employee who arrived first. Operators who arrive late and stay shall be used before the VCB. Operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

If in the event a Paratransit Operator arrives within 15 minutes of his or her scheduled start time, the Paratransit Operator shall be held for a minimum of 6 hours with pay from the time of arrival. Work will be compiled for the Paratransit Operator based on the demand for service. Paratransit Operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

A miss-out shall be excused for good and sufficient reason, provided the employee who misses out submits a written request for same upon reporting at SunLine. The determination as to what constitutes good and sufficient reason shall be made solely by SunLine. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

- a) Upon first unexcused miss-out, employee will receive a verbal warning.
- b) If an employee accrues two unexcused miss-outs within ninety (90) days, employee will receive a one day suspension.
- c) If an employee accrues three unexcused miss-outs within ninety (90) days, employee will be terminated.
- d) When an employee has a second unexcused miss out beyond the ninety day period but within a rolling 12 month period, they will receive a written warning.
- e) When an employee has a third miss-out beyond the ninety day period but within a rolling 12 month period, employee will receive a one day suspension.
- f) When an employee has a fourth miss-out within a rolling 12 month period, employee will be terminated.
- g) Two (2) late arrivals will equal one (1) miss-out. Any employee missing out or arriving late will be paid only for time actually worked. (No guarantees will be applicable). In both the late arrival and miss-out, once another employee, including an extra is assigned the run or shift, the employee missing out or arriving late will forfeit all privileges to that run or shift for the day.

Mitigating Circumstances as defined in Article G-34 Section 5, may be applied to a) through g) above.

SECTION 2. MISS-OUTS FOR MECHANICS AND STOPS AND ZONES ONLY.

A "miss-out" is defined to be: Each failure of any employee to report for duty at the proper time and at the proper place at which their assigned duties are scheduled to start or their failure to call in and advise SunLine at least thirty (30) minutes prior to the sign-on time of their run or shift that they will not be in. Employees must work the 8 hour shift and will be given one extra late before they are given a miss out in a 90 day period.

A miss-out shall be excused for good and sufficient reason, provided the employee who misses out submits a written request for same upon reporting at SunLine. The determination as to what constitutes good and sufficient reason shall be made solely by

SunLine. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

- a) When an employee has a second unexcused miss-out within ninety (90) calendar days, they may be suspended for one (1) day without pay.
- b) When an employee has a third miss-out within ninety (90) calendar days, they shall be subject to further disciplinary action up to and including dismissal.
- c) Further, when an employee has four (4) miss-outs in a twelve (12) month period, they shall be subject to disciplinary action up to and including dismissal.
- d) Two (2) late arrivals will equal one (1) miss-out. A late arrival shall be defined as an employee reporting late but who does not pull their assigned run or shift. Any employee missing out or arriving late will be paid only for time actually worked. (No guarantees will be applicable). In both the late arrival and miss-out, once another employee, including an extra, is assigned the run or shift, the employee missing out or arriving late will forfeit all privileges to that run or shift for the day.

ARTICLE G-22 UNIFORMS

SECTION 1.

Subject to objections of health or safety, SunLine has the authority to require the wearing of such uniforms as it may designate from time to time during the life of this Memorandum of Understanding.

OPERATIONS:

- a) SunLine will provide each operator with a one-time total initial uniform purchase credit of up to \$432 to purchase SunLine approved uniforms (including shirts, pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s).
- b) SunLine shall provide a maximum \$300 annual credit for each operator to purchase SunLine approved uniforms (including shirts, pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s). The \$300 credit shall be provided on July 1 each year (see (d) below for application to new employees).

Operators must wear black belts and shoes.

- c) For new hires, the one-time initial \$432 credit will be available for use when training is completed. For new hires who received a \$432 credit before completing one year of service as an operator, the annual credit provided in the following July will be a total of \$25 for each month the operator worked in the prior fiscal year. For purposes of this calculation only, the operator shall be deemed to have worked for a month if the operator works any number of days during that month.
- d) Operators will wear clean and presentable uniforms, and shall be responsible for cleaning and maintaining the uniforms. If an on-the-job event outside of the operator's control causes major damage to a uniform item as determined by SunLine, then SunLine will replace the damaged uniform item.

MAINTENANCE AND STOPS AND ZONES:

- a) SunLine shall provide clean uniforms for employees. Each employee will be given a choice of regular uniforms or coveralls, as an option.
- b) Employees will be supplied a waist safety belt upon request. Belts will be replaced on an "as needed" basis. If lost, they must be replaced by the employee.
- c) SunLine will supply each employee with a jacket. This jacket will be the only acceptable jacket to be worn on duty with the SunLine uniform. It is the responsibility of each employee to clean the jacket.
- d) **SHOE ALLOWANCE:** On a fiscal year basis, SunLine shall allow for the purchase of up to two pairs of safety shoes for employees. Employee shall apply for reimbursement with proof of purchase. Employees who are reimbursed shall be required to wear safety shoes during working hours. The following maximum re-imbursments shall apply: \$200 per pair per fiscal year for up to two pairs of safety shoes. Maintenance employees that are required to purchase electrical rated (EH) safety shoes will receive a maximum of \$250 reimbursement per pair per fiscal year for up to two (2) pairs.
- e) Members shall be permitted to wear one Union emblem on service uniform.
- f) SunLine will provide rain gear for use by Maintenance employees.

SECTION 2.

SunLine will issue lockers to each employee for their own personal use. SunLine reserves the right to open any locker, provided that a Union representative witnesses the opening of any locker by SunLine management personnel unless the employee permits the opening without the presence of the Union representative. If no Union representative is available, SunLine may secure the locker until such time as the Union representative is available.

SECTION 3. SEPARATION OF SERVICE:

Uniforms and all other items furnished by SunLine (other than items purchased by the employee using the uniform purchase credit) must be returned by employee upon termination of employment. SunLine may deduct from employee's last paycheck the

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replacement cost of uniforms or other items furnished by SunLine in the event such items are not returned by the employee.

ARTICLE G-23 PHYSICAL EXAMINATIONS

SECTION 1.

SunLine may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

SECTION 2.

Employees shall complete fully and truthfully a medical history form provided by SunLine which has been previously approved by the Union. Falsification on the form by omission or commission will be grounds for discipline, including discharge.

SECTION 3.

The examining physician shall be selected by SunLine and the cost of such examinations shall be paid by SunLine.

SECTION 4.

As a condition of continued employment with SunLine, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform their duties.

SECTION 5.

Should any required physical examinations above provided for reveal the physical or mental unfitness of the employee involved to perform their duties, they may, at their option, have a review of their case in the following manner:

- a) They may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by SunLine.

A copy of the findings of the physician chosen by the employee involved shall be furnished to SunLine and, in the event that such findings verify the findings of the physician employed by SunLine, no further medical review of the case shall be afforded.

- b) In the event of a disagreement between the doctor selected by SunLine and the doctor selected by the employee, SunLine and the Union shall together select a third doctor within thirty (30) days after receipt of the opposing opinion, whose opinion and recommendation shall be final. The cost of the third impartial doctor shall be borne equally, half by SunLine and half by the employee. If the parties are

unable to agree on a doctor, the medical arbiter shall be chosen by lot from a list of seven (7) furnished by the Medical Association.

SECTION 6.

Should any physical examination above provided reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

- a) The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to their ability to do so safely.
- b) The employee involved shall be taken out of service and given a leave of absence (subject to the limits set forth in Article G-18 Seniority) for the purpose of undergoing medical treatment until such time as the examining physician shall certify to their physical and mental fitness to perform again the duties for which they were employed and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform their duties shall be required to supply SunLine with a physician's report covering their condition at least once every thirty (30) days. The cost of the report to be borne by the employee.

SECTION 7.

Any employee, when required by SunLine to be relieved from duty for the purpose of taking a physical examination, shall be paid for time lost in taking such physical examination.

SECTION 8.

For the purpose of the Department of Motor Vehicles, SunLine will provide for renewal by examining doctors at no cost to the employee. On the first day of each month, SunLine shall post a list of employees who are due to take the Department of Motor Vehicles' physical examination during the following month. For the purpose of interpretation of this section, all examinations required by the Department of Motor Vehicles, California Highway Patrol or any other authoritative agency will be included. Employees shall complete their physical examination and submit all required documentation at least two (2) weeks prior to the expiration of their documents related to their CDL. No discipline will result from not meeting the two (2) week deadline. Employees who do not maintain active licensing will not be scheduled to work or paid regular wages. All such physicals will be considered as continuous work time and paid for in accordance with the Fair Labor Standards Act. All time worked in excess of forty (40) hours per week will be paid for at time and one-half (1-1/2).

SECTION 9. Reimbursement of DMV Fees

SunLine will reimburse employees covered by this MOU for all DMV license renewal fees as follows:

- 1) Licenses, permits or endorsements required by SunLine as part of the job requirements, or for which SunLine has previously trained the employee;

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- 2) Employees with one or more years of service;
- 3) A receipt from the DMV.

ARTICLE G-24 PAYDAYS/PAYCHECKS

Employees shall be paid on Friday every other week. In the event a holiday falls on a payday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub. SunLine may change to a payday other than Friday if mutually agreed upon.

In the event there is a shortage in pay on a regular paycheck, such shortage shall be made up in accordance with the following procedure (tax is the same as the rate on file):

- 1) A shortage of less than fifty dollars (\$50) will be included in the next regular pay period.
- 2) Shortages between fifty dollars (\$50) and two hundred dollars (\$200) will be paid no later than the Friday after the shortage is shown to the Agency.
- 3) Shortages of two hundred dollars (\$200) or more will require the issuance of a special check no later than the next regularly scheduled Payroll Department work day.

ARTICLE G-25 HEALTH AND SAFETY

SECTION 1

The Union recognizes that accident prevention work is necessarily incident to the operation of SunLine's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial, both to SunLine and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with SunLine in such safety work and to take an active part and interest in accident prevention work, and that all safety meetings held and conducted by or for SunLine are mandatory. It is understood that mandatory meetings will be limited to nine(9) per calendar year and that at least three (3) sessions in Operations and as needed in Maintenance, making the meetings convenient for all employees, will be held on the day of the meeting. These meetings shall not conflict with the Union meetings held on the first Thursday after the first Tuesday of each month. Further, it is understood that all time spent in such meetings will be paid for by SunLine and if a regular employee is held over after normal working hours, they will be paid at the time and one-half (1 1/2) rate of pay for all time spent in such meetings. It is further understood that part-time employees will not

receive the overtime rate unless they have actually worked forty (40) hours or more during the week when the meeting occurs.

SECTION 2

The Union shall assign one (1) member each from Fixed Route, Maintenance, and Paratransit to be a part of both SunLine's Health and Wellness Committee and SunLine's Safety Committee. The names of the assigned members shall be provided in writing to the Deputy Chief Operating Officer or designee(s).

SECTION 3

The Union and SunLine will encourage and educate employees to work with law enforcement whenever an employee is the victim of criminal activity while in the performance of their duties.

ARTICLE G-26 EQUIPMENT CHANGE

No employee shall be required to operate, beyond the nearest practicable change point, a vehicle not in a safe condition and/or equipped with all safety appliances as prescribed by law, except that the age or type of equipment shall not in and of itself be a ground for refusal to operate a motor coach or vehicle. An employee will be subject to discipline if they report unsafe vehicles with no reasonable grounds to believe the equipment is not safe or properly equipped. SunLine agrees to comply with all safety rules promulgated by the State of California and the federal government.

ARTICLE G-27 REPORTING ACCIDENT OR INCIDENT

DEFINITIONS:

ACCIDENT: any injury/damage to person/property

INCIDENT: any unusual occurrence that occurs on or about the job site to which the employee has knowledge.

SECTION 1.

Every employee shall make the report for each accident or incident occurring during their run or shift as required by SunLine and such report shall be made at the scene of the incident or accident or at the completion of their run or shift, at the option of the Department Head. Accidents shall be reported immediately to the dispatcher; all other employee's will report accidents immediately to their supervisor

Employees who are required to make a report shall be allowed twenty (20) minutes of straight time for making such report or the actual time required, whichever is greater, (predicated on the policy noted above being in compliance with the Fair Labor Standards Act), except that no allowance shall be granted when said report can be made out in time already being paid for on the date the report is being made. In the event travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by SunLine shall be

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paid for at the straight time rate. Such time shall be checked in through the operations office. In no event shall any employee be called to make a report or attend an interview on their day off, except for deposition or court proceedings or unless absolutely necessary.

SECTION 2.

SunLine agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving SunLine directly or indirectly. In no event shall an employee be paid less than they would have received had they worked their scheduled or assigned work time, except in the case of assault wherein the employee involved is proved to be the aggressor.

If such appearance occurs outside the base of operations, the employee will be provided transportation or reasonable travel expense to attend such hearing.

SECTION 3.

The employee will be notified in writing as to the chargeability of the accident within thirty (30) calendar days from the date the accident is reported, in writing, to management. There shall be no discipline assessed to the employee until after the notification of the chargeability of the accident. If discipline is assessed and chargeability is appealed, the grievance procedure will be automatically stayed and the grievance procedure will not again commence until after the chargeability appeal process is completed. If the employee is not notified by the thirtieth (30th) day, the issue shall be dropped by SunLine and no mention of said accident will be noted in the employee's record. Whenever a chargeability notice is given, the Union steward will be given a copy of the notice and all documents, including any photographs or video and sound recording, related to the accident. Sunline can condition the release of those materials upon confidentiality. If chargeable notice is given to the employee, they may request a review with the Human Resources Department within fifteen (15) days of the chargeability notice being given to both the employee and the union steward. The Human Resources Department has thirty (30) days after the request to review the chargeability notice to render a decision. If the employee is not notified of the Human Resource Department's decision by the 30th day, the issue shall be dropped by SunLine and no mention of said accident will be noted in the employee's record. After the review, if there is no change and the accident is still chargeable, the employee may request in writing within ten (10) calendar days, a hearing before a committee of five (5) members; two (2) SunLine employees, two (2) members of the Union and the fifth (5th) member (the impartial member) to be either a California Highway Patrol Officer, or a local traffic law enforcement officer. If neither is available, then the parties agree that the fifth member shall be a mutually-agreed to third party with traffic enforcement experience.

a) The four (4) members of the committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.

b) In no event will the nature of the vote be revealed, nor will the impartial member reveal whether or not it was necessary for them to vote. The only information revealed will be the statement by the impartial member as to whether the accident is chargeable or not chargeable.

The decision of the committee will be final and binding as to preventability. There will be no appeal from the committee's decision and the committee will serve without compensation, except for the neutral fifth (5th) member whose compensation shall be split 50-50 between SunLine and the Union.

ARTICLE G-28 LEAVES OF ABSENCE

SECTION 1. PREGNANCY DISABILITY LEAVE

A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. Disability is the inability of the employee to perform her job. The employee may take an unpaid leave of absence during such period, except that accrued sick leave and accrued vacation pay may be taken at the option of the employee. As with all other disabilities, a physicians' certificate is required to verify to the extent and duration of the temporary disability, as well as the employee's ability to return to work. An employee who plans to take pregnancy leave, must give reasonable notice (not less than four (4) weeks) before the date she will take the leave and the estimated duration of the leave. As with all other medical leaves, the employee must advise SunLine at least two (2) weeks in advance of the date that she intends to return to work.

SECTION 2. UNPAID LEAVE OF ABSENCE

Employees granted a leave of absence will not be entitled to accumulation or payment of fringe benefits while on leave. Months of service for pension benefits will be affected only by the amount of leave taken for employees returning from leave of absence.

Employees who terminate while on leave of absence will have their termination date revert to the last day worked.

SECTION 3. LEAVE FOR GOOD AND SUFFICIENT REASON

Leaves of absence without pay for good and sufficient reason shall be granted employees for a period not to exceed thirty (30) days, unless impossible or impracticable. Employees wishing leave will apply to SunLine for approval, who will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on the application for leave of absence within five (5) days.

SECTION 4. UNION OFFICE LEAVE

An employee's election as an officer or member of the Executive Board of the Union or appointment to act on Union business shall be considered a good and sufficient reason for a leave of absence. Any employee elected or appointed a full-time position in the union shall be given a leave of absence for the duration of their term of office, which period may be extended upon submittal of written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority at the current rate of pay or any

other benefits entitled to, but not during the period of absence except as stated elsewhere in this Agreement.

SECTION 5. WORKING WHILE ON LEAVE

Any employee who accepts gainful occupation while on leave except as herein specified terminates their employment with SunLine, unless such employment is approved by both SunLine and the Union prior to such employment.

SECTION 6. MILITARY LEAVE

SunLine will comply with all aspects of The Uniformed Services Employment and Re-Employment Act of 2005 (USERRA) and/or as it is amended. An employee attached to the National Guard (or Reserve) who is required to participate in the National Guards' annual training encampment for a period not exceeding thirty (30) days of active duty shall be compensated by SunLine for the difference between what they would have earned during this period with SunLine and the compensation which they may receive from the National Guard during such training period. The following conditions will apply:

- a) SunLine must receive a copy of the orders in advance of the requested day or days off. The orders must state that the time requested is part of the employee's annual training encampment.
- b) The employee will not receive any compensation from SunLine when required to report for annual training on the employee's days off.

SECTION 7. ENTERING MILITARY LEAVE

SunLine will comply with all aspects of The Uniformed Services Employment and Re-Employment Act of 2005 (USERRA) and/or as it is amended. Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) days after their official discharge from the service. The provisions of this Article shall apply to those entering the military service coming within the terms of the selective service law. Such absence for the military service shall not be deemed to break the continuity of service for the computation of seniority, rates of pay and vacation. Employees leaving SunLine to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

SECTION 8. JURY DUTY

Jury duty notification from employee to SunLine must be made in ample time for SunLine to cover assigned duty. For an employee serving on jury duty, SunLine shall compensate the employee for eight (8) hour days or forty (40) hours per week maximum for jury duty service. Employees may retain any fees paid by the court for serving on jury duty. Employees are to notify SunLine supervisory personnel after being released from jury duty.

SECTION 9. FMLA

Federal and California Family Leave Act provisions will be observed. VTO or sick time may be used for FMLA purposes.

SECTION 10. LAYOFFS - ORDER OF DISPLACEMENT

In the event of layoff in any of the Operations, Maintenance, Stops and Zones, Paratransit Departments the employees with the least ATU Seniority within the classification/department being reduced shall be the first to be displaced; however, after such employee has been displaced in their respective classification/department, such employee shall have the right to exercise their ATU Seniority anywhere else where the employee is qualified and maintain their full ATU Seniority for bidding purposes and future layoffs.

**ARTICLE G-29
WAGES**

The following classifications will receive the hourly compensation indicated below beginning July 1, 2021 through April 22, 2023:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 28.44	\$ 29.77	\$ 30.92	\$ 32.12
Mechanic B	\$ 25.63	\$ 26.24	\$ 26.86	\$ 27.64
Mechanic C	\$ 22.91	\$ 23.11	\$ 24.00	\$ 25.11
Engine Rebuilder	\$ 29.00	\$ 30.37	\$ 31.52	\$ 32.74
NonRevenue Mechanic A	\$ 28.44	\$ 29.77	\$ 30.92	\$ 32.12
Utility	\$ 21.66	\$ 21.78	\$ 22.15	\$ 23.26
Stops and Zones A	\$ 22.91	\$ 23.11	\$ 24.00	\$ 25.11
Stops and Zones B	\$ 21.66	\$ 21.78	\$ 22.15	\$ 23.26
Facilities Maintainer A	\$ 22.91	\$ 23.11	\$ 24.00	\$ 25.11
Facilities Maintainer B	\$ 21.66	\$ 21.78	\$ 22.15	\$ 23.26

Facilities Construction Specialist	\$ 25.64	\$ 25.88	\$ 26.85	\$ 28.10
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Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

Classifications	Training Rate	Starting Rate	6 months	12 months	18 months
Full Time MCO	\$ 17.83	\$ 18.95	\$ 22.55	\$ 23.34	\$ 24.40
Part Time MCO	\$ 17.83	\$ 23.34	\$ 24.40	\$ 24.40	\$ 24.40
Full Time Paratransit	\$ 15.30	\$ 16.10	\$ 16.91	\$ 17.71	\$ 19.30
Part Time Paratransit	\$ 15.30	\$ 16.91	\$ 17.71	\$ 18.51	\$ 19.30

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SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 25.77	\$ 26.99	\$ 28.01	\$ 29.09
Street Sweeper Mechanic A	\$ 25.77	\$ 26.99	\$ 28.01	\$ 29.09
Street Sweeper Operator	\$ 20.76	\$ 21.12	\$ 21.75	\$ 22.77
Dump Truck Operator	\$ 23.22	\$ 23.77	\$ 24.35	\$ 25.07
SSG Support	\$ 19.82	\$ 20.43	\$ 21.15	\$ 22.12

Classifications	Rate
Senior Maintenance Supervisor	\$ 36.23
Maintenance Supervisor	\$ 35.18
Stops and Zones Supervisor	\$ 33.79
Facilities Maintenance Supervisor	\$ 32.30

Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

Classifications	Training Rate	Starting Rate	6 months	12 months	18 months
Full Time MCO	\$ 19.43	\$ 20.66	\$ 24.58	\$ 25.44	\$ 26.60
Part Time MCO	\$ 19.43	\$ 25.44	\$ 26.60	\$ 26.60	\$ 26.60
Full Time Paratransit	\$ 17.77	\$ 18.64	\$ 19.52	\$ 20.39	\$ 22.13
Part Time Paratransit	\$ 17.77	\$ 19.52	\$ 20.39	\$ 21.27	\$ 22.13

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 28.09	\$ 29.42	\$ 30.53	\$ 31.71
Street Sweeper Mechanic A	\$ 28.09	\$ 29.42	\$ 30.53	\$ 31.71
Street Sweeper Operator	\$ 22.63	\$ 23.02	\$ 23.71	\$ 24.82
Dump Truck Operator	\$ 25.31	\$ 25.91	\$ 26.54	\$ 27.33
SSG Support	\$ 21.60	\$ 22.27	\$ 23.05	\$ 24.11

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective the first full pay period of July 2024 the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Mechanic A	\$ 31.93	\$ 33.42	\$ 34.71	\$ 36.06
Mechanic B	\$ 28.78	\$ 29.46	\$ 30.16	\$ 31.03
Mechanic C	\$ 25.72	\$ 25.95	\$ 26.94	\$ 28.19
Engine Rebuilder	\$ 32.56	\$ 34.09	\$ 35.39	\$ 36.76
NonRevenue Mechanic A	\$ 31.93	\$ 33.42	\$ 34.71	\$ 36.06
Utility	\$ 24.32	\$ 24.45	\$ 24.86	\$ 26.11
Stops and Zones A	\$ 25.72	\$ 25.95	\$ 26.94	\$ 28.19

Stops and Zones B	\$ 24.32	\$ 24.45	\$ 24.86	\$ 26.11
Facilities Maintainer A	\$ 25.72	\$ 25.95	\$ 26.94	\$ 28.19
Facilities Maintainer B	\$ 24.32	\$ 24.45	\$ 24.86	\$ 26.11
Facilities Construction Specialist	\$ 28.79	\$ 29.06	\$ 30.15	\$ 31.55

New Maintenance and Stops and Zones Classifications (Effective the first full period of July 2024 MOU):

Classifications	Rate
Senior Maintenance Supervisor	\$ 37.32
Maintenance Supervisor	\$ 36.24
Stops and Zones Supervisor	\$ 34.80
Facilities Maintenance Supervisor	\$ 33.27

Lead person subject to 15% above highest paid employee in their group. SHIFT DIFFERENTIAL: See Page 32 for definition and terms.

OPERATIONS:

Classifications	Training Rate	Starting Rate	6 months	12 months	18 months
Full Time MCO	\$ 20.01	\$ 21.28	\$ 25.32	\$ 26.20	\$ 27.40
Part Time MCO	\$ 20.01	\$ 26.20	\$ 27.40	\$ 27.40	\$ 27.40
Full Time Paratransit	\$ 18.82	\$ 19.71	\$ 20.62	\$ 21.52	\$ 23.31
Part Time Paratransit	\$ 18.82	\$ 20.62	\$ 21.52	\$ 22.42	\$ 23.31

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 28.93	\$ 30.30	\$ 31.45	\$ 32.66
Street Sweeper Mechanic A	\$ 28.93	\$ 30.30	\$ 31.45	\$ 32.66
Street Sweeper Operator	\$ 23.31	\$ 23.71	\$ 24.42	\$ 25.56
Dump Truck Operator	\$ 26.07	\$ 26.69	\$ 27.34	\$ 28.15
SSG Support	\$ 22.25	\$ 22.94	\$ 23.74	\$ 24.83

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Retention Pay:

- (1) ATU-represented employees, who are actively employed on April 26, 2023, shall be paid a \$500 retention bonus. This bonus will be paid within the first 2 full pay period following April 26, 2023.

- (2) A second \$500 retention bonus will be paid to all ATU-represented employees who remain actively employed at SunLine between from April 26, 2023 to July 1, 2023. This bonus will be paid in the first full period in July 2023.

- (3) A third \$500 retention bonus will be paid to all ATU-represented employees who remain actively employed by SunLine from April 26, 2023 to July 1, 2024. This bonus will be paid in the first full pay period in July 2024.

SHIFT DIFFERENTIAL: (Applicable to Maintenance Department employees only)

For the purpose of the application of the shift differential, the work schedule shall be as follows:

<u>Thousand Palms</u>	<u>Indio</u>
1st shift 6:00 am to 2:30 pm	1st shift 5:00 am to 1:30 pm
2nd shift 2:00 pm to 10:30 pm	2nd shift 1:00 pm to 9:30 pm
3rd shift 10:00 pm to 6:30 am	3rd shift 9:00 pm to 5:30 am

In addition to the basic rates shown on the preceding wage charts of this MOU, a shift differential of 2% of the regular rate of pay shall be paid to mechanics and utility workers who's start time begins in the 2nd shift. For the mechanics whose start time begins in the 3rd shift, a 4% shift differential will be paid. When there is no regularly scheduled 3rd shift, SunLine shall have the right to schedule mechanic(s) for roll-out and will pay a minimum of one (1) hour 3rd shift differential pay. No employee shall be required to report to work more than 2 hours before the start of first shift for rollout purposes. This does not change the

bidding procedures in (M-2). This shift differential will apply to all hours worked, including overtime, vacation, sick pay, bereavement, jury duty and holidays. For overtime, vacation, sick pay, bereavement, jury duty and holidays, shift differential will be paid at the time of use if the employee is currently working a shift that pays a shift differential.

Overtime Hours

For the duration of this Agreement, all Bargaining Unit employees will be paid overtime at the rate of one and one-half (1-1/2) the normal rate.

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Training Rate

The category of operator trainee shall be established with a straight time hourly rate as reflected above. The training rate will be in effect until the completion of the training period or 120 hours of work, whichever occurs first. At the conclusion of the training period, operators will then be paid at the rate specified in the contract. The seniority date for all purposes will revert to the first day of employment of the trainee.

ARTICLE G-30 PAID TIME OFF

SECTION 1. VACATION TIME OFF (VTO)

Eligible for accrual from first day of employment as a full time employee. Hours accrue per chart below. Maximum accrual shall be 500 hours. SunLine and the Union will mutually agree to a vacation bid procedure. Requests for paid time off (VTO) of less than one week intervals shall be made to the appropriate department for approval. If an employee does not get a response for a time off request in a 72 hour period (not counting holidays), the employee will automatically be granted the time off as long as the request is submitted 96 hours prior to the requested day off. This provision will apply to maintenance supervisor classifications effective April 26, 2023.

Maintenance Supervisor Classifications will no longer earn PTO and will not be eligible or receive any benefits of exempt employees or non-bargaining administrative employees and shall instead earn vacation and have their holidays recognized as set forth in this MOU for ATU-represented non-exempt employees.

Maintenance Department Mechanics

- a) Yearly Bids are to be performed every March by the ATU no longer than the 30th of March. The bid period will be for June 1st through May 31st of the following year. Bids will be for VTO periods of 5 day increments.
- b) One person per shift, per division, per job classification may be allowed off on VTO. Time off will be granted in seniority order. Maintenance Supervisors may be limited to one (1) per day.
- c) After bidding is done, Time Off will be granted on a first come basis. If more than one person applies for the same period off on the same day, the senior person will have first rights. All requests for time off shall be turned into the Shift Supervisor. The Shift Supervisor will time stamp the request form.
- d) Change of Bids Shift. If an employee bids VTO for a future quarter, however the employee changes their shift and the VTO Calendar is filled, the person forfeits their VTO.

Utilities/Facilities/Stops & Zones

- a) A maximum of one (1) person per classification, per shift, per location at any given time.

Operations Department

In March of each year, the Operations Stewards will conduct the bid for vacations, floaters

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and holidays. The bid will always be in seniority order. Floaters may be bid at this time. Vacation bids will be bid in the same manner as run selection and shall be in a maximum of their annual accrual. No more than 10% of Motor Coach Operators and 10% of the Paratransit Operators will be scheduled to be off on VTO or floating holiday on any one day. Percentages of 10.5% or greater will be rounded to the next whole number. Any addition may be granted at management's discretion.

If an MCO, who has already scheduled VTO (minimum of 5 day blocks only) desires to cancel the VTO for any reason, the MCO must notify Dispatch two weeks prior to the start of vacation. Dispatch will advise the Operations Stewards. Stewards will post such cancellation to make this time available to others on a seniority basis. If after 5 days of posting, no bids have been received for this newly available time, Dispatch may allow any MCO to sign up for this time off to anyone with sufficient VTO on a "first-come first served" basis by time stamp.

Single days off, multiple days off, or vacation time should be scheduled not later than July 1st of the year following the calendar year in which the hours were earned. It is the desire of SunLine and the Union that all employees actually take this time off. If any employee fails to reduce their total accrued VTOs by the July 1st deadline, SunLine will advise the employee of the possibility of losing further accumulation and even schedule time off for that employee so that they may use their VTOs. If employee does not take these VTOs, accumulation will cease when the maximum of 500 is reached, and will not accumulate further until VTOs are used. Terminating employees will be paid for all unused VTOs with final pay, or as close to termination as is possible.

SECTION 2. SELL BACK OF VACATION TIME OFF (VTO)

Pay in lieu of taking VTO is permitted by approval of the respective Director and Director of Human Resources. Such pay in lieu of taking VTO may be sold two times each fiscal year. Fiscal year is defined as July 1st through the following June 30th. In order to qualify for a sell back, at least 40 consecutive hours of VTO must be taken as paid time off and an 80 hour balance of VTO must remain in the accrual.

VACATION TIME OFF or VTOs

YEARS OF SERVICE	PER 80 HOUR PAY PERIOD	ANNUAL MAXIMUM
1 through 4 years	5.54 (10 vacation + 8 floaters*)	144 hrs.
5 through 9 years	7.08 (15 vacation + 8 floaters)	184 hrs.
10 through 19 years	8.62 (20 vacation + 8 floaters)	224 hrs.
20 through 24 years	10.15 (25 vacation + 8 floaters)	264 hrs.
25 years and over	11.69 (30 vacation + 8 floaters)	304 hrs.

*The 8th floating holiday was added in honor of ATU's International President, Jim La Sala's birthday and SunLine's then Chairman of the Board, Phil Bostley.

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SECTION 3A. HOLIDAYS – ALL CLASSIFICATIONS

For the duration of this Agreement, each full-time employee in the bargaining unit will have the following annual holidays:

New Year's Day	1 day (8 hours)
Memorial Day	1 day (8 hours)
Independence Day	1 day (8 hours)
Labor Day	1 day (8 hours)
Thanksgiving Day	1 day (8 hours)
Christmas Day	1 day (8 hours)

These holidays will be observed on the same day designated by the State of California.

Employees with fewer than six (6) months employment will not be entitled to take VTO time off. However, they will accrue VTO time which may be taken subsequently to their six (6) month anniversary with SunLine. An employee terminating employment with SunLine shall not be entitled to holiday compensation not already paid (or its equivalent in time off).

Holiday pay will not be made to employees while on leave of absence.

This holiday provision will apply to maintenance supervisor classifications effective April 26, 2023.

HOLIDAY PAY – ALL CLASSIFICATIONS

- 1) Employees, except part-timers who do not work on a Holiday, will be paid 8/10 hours at their regular straight time rate of pay for the Holiday provided such employees work the entire shift on their last scheduled or assigned work day prior to the Holiday and on their first scheduled or assigned work day after the Holiday.
- 2) The 8/10 hour Holiday pay will not be paid if the employee was scheduled to work on the Holiday and did not do so.
- 3) All hourly rated employees who work on any of the Holidays will be paid 2 1/2 times their straight time rate of pay for all time worked with a minimum guarantee of 20 hours pay.
- 4) This Holiday Pay provision will apply to maintenance supervisor classifications effective April 26, 2023

SECTION 4. SICK TIME

Sick time is accrued per chart below. Accruals begin on the first day of full time employment. Sick time may not be taken as paid time off until six (6) months have passed since date of employment. A doctor's certificate or other reasonable proof of illness will be required. Each employee will be given the option of accumulating sick time hours year to year, or receiving

payment for the unused hours. Employees will be notified of available hours to sell back in late October/early November of each year. The employee then notifies SunLine of the requested amount of sick time they wish to sell on the required form within the required time period. The payment for those sick hours sold will be included in the first paycheck issued in December. Employees must retain a minimum balance of 40 hours. Accrued sick time hours are not payable at the time of termination. Sick time will not accumulate during a leave of absence. If all sick time has been used and an employee calls in sick, such absence from work will be considered as Leave.

Maintenance Supervisor classifications will begin earning sick time effective April 26, 2023.

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Without Pay. Failure to call in sick at least sixty (60) minutes prior to sign on time will be considered a Miss Out whether or not there is enough sick time to cover the absence. (See Article G-21, Section 2 for applicability to maintenance employees for attendance.)

Sick time shall be paid in hourly increments or by run/shift time with a minimum guarantee of eight (8) or ten (10) hour shift at employee's option.

If a full-time employee accepts a part-time position, their sick leave balance/accruals shall be frozen until they return to full-time.

Sick Leave shall accumulate based on paid hours.

SICK TIME OFF			
Shift	Accumulation per 80 hour pay period	Annual Maximum	Equivalent in Days
8 hour shift	3.08 hours	80 hours	10 days
10 hour shift	3.08 hours	80 hours	8 days

SECTION 5. BEREAVEMENT LEAVE

A bereavement leave of absence up to four (4) working days shall be granted employees as a result of death in the immediate family without any reduction in pay. Employees may use VTO and sick time in conjunction with bereavement if management is notified of the use of VTO or Sick. The immediate family is considered to be any relative by blood or marriage who is a member of the employee's household, or any parent, grandparent, step-parent, spouse, child, brother, sister or grandchild of the employee, or the employee's spouse, regardless of residence. For the purposes of this provision, a domestic partner is treated the same as a spouse.

ARTICLE G-31 FRINGE BENEFITS

SECTION 1. RETIREMENT

Effective February 1, 1980, SunLine and the Union hereby accept, ratify and become bound by the terms of that certain Trust Agreement, dated January 1, 1981, as amended, establishing the SunLine Transit Agency Employees Retirement System.

SunLine shall continue to contribute monthly to the Retirement System that sum established by the Fund as is necessary to provide for those benefits established by the Trust Agreement. Said contributions shall be made in the manner prescribed by the Retirement Fund Committee.

Beginning on July 1, 2007, pension will be calculated using three years (36 months) rather than the current five years (60 months). In addition, the amount an employee receives from the Social Security Administration will no longer be figured into the calculations for

retirement benefits.

Beginning on July 1, 2019, employees covered by the SunLine Transit Agency Employees Retirement System for Bargaining employees shall make a contribution equal to 3% of compensation to the plan. Compensation for Benefit Determination Purposes shall not include overtime, bonuses and any other similar forms of extra pay, expenses reimbursements, or benefits from any benefit plans sponsored by the Employer including Workers Compensation and Unemployment Disability Insurance.

Maintenance Supervisors hired prior to March 15, 2022, shall continue their participation in the retirement plan sponsored by SunLine that they participated in on that date (Prior Plan) subject to the same conditions as set forth in the Prior Plan. Employees who are hired, appointed, promoted, or who transfer to the Maintenance Supervisor position, on or after March 15, 2022 shall not participate in the Prior Plan, but instead participate in the SunLine Transit Agency Employees Retirement system for Bargaining Employees (Collectively-Bargained Plan) subject to the same conditions as set forth in the Collectively-Bargained Plan and this MOU.

SECTION 2. DISABILITY INSURANCE.

For the duration of this Agreement, SunLine will arrange for short and long term disability insurance. SunLine to pay 30% of short and long term disability premium costs. Employee shall be required to utilize accrued sick leave balances concurrent with the utilization of short term disability.

SECTION 3. MEDICAL INSURANCE.

SunLine agrees that full-time employees and their dependents will be provided health insurance paid by SunLine. It is mutually agreed that the per month family SunLine cost for said insurance shall be limited as follows:

April 23, 2023, through December 31, 2023:

Employee Only: \$679
Employee +1: \$1,358
Employee + Family: \$1,766

January 1, 2024, to December 31, 2024

Employee Only: \$722
Employee +1: \$1,445
Employee + Family: \$1,878

January 1, 2025, to December 31, 2025

Employee Only: \$768
Employee +1: \$1,637
Employee + Family: \$1,998

During the term of this Agreement, it is the intent of the parties that these fixed dollar contributions equal ninety-percent (90%) of the Kaiser HMO cost. Should the fixed dollar amount fall below the 90% of the Kaiser HMO cost, the parties will meet and confer to amend the flat dollar contributions to be equal to the flat dollar amount that equates to the 90% employer contribution of the Kaiser HMO cost. If

the Kaiser Plan is no longer available, then the parties shall meet and confer to discuss which HMO medical plan should serve as the base for this 90% employer contribution.

It is mutually agreed that SunLine will contract with CalPERS for medical insurance in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA).

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Any employee who is not working due to illness, injury, or pregnancy who is still an employee of SunLine, shall have SunLine's share of the health and dental insurance premium continued to be paid for by SunLine as follows:

Three (3) months of premium payments for every year of employment up to a maximum of one (1) year's worth of premium.

Employees who have not completed one (1) year shall be responsible for paying the full premium if they wish to continue coverage while off for illness after sixty (60) days of absence.

SunLine agrees that full-time employees and their dependents will be provided dental/vision insurance paid by SunLine.

SECTION 4. PART-TIME EMPLOYEES

Effective April 1, 1993, part-time employees shall receive the following benefits for the duration of their part-time status:

- a) During first year of employment, part-time employees shall be paid an eight (8) hour holiday pay for their birthday in the pay period in which it occurs, and an eight (8) hour holiday pay for the anniversary of hire date.
- b) During second year of employment, in addition to those holidays listed above in (a), part-time employees shall accrue VTO at the same rate a full time employee would earn two weeks paid vacation in a one year time period. These accruals will be made on a per hour actually worked basis. Actual VTO accrual is .04 VTO for each hour actually worked.
- c) In addition to those Holiday Pay hours listed in Section 4 a) above, eight (8) hours of VTO time shall be added to each part time employee's VTO bank on the anniversary of hire date for each full year they have been employed in the part time status.
- d) Beginning on April 1, 2000, SunLine shall pay the cost of providing employee-only health coverage for all part-time employees. These part-time employees may extend the coverage to their spouse, children, or family by paying the cost of that coverage.

SECTION 5. EMPLOYEE PASSES

Employees covered by this Agreement shall be provided free transportation over SunLine's lines upon presentation of proper identification to be furnished to the employees by SunLine without charge. SunLine agrees to issue passes to the spouse of each employee. SunLine further agrees to issue passes to dependent minor children, eighteen (18) years and younger, dependent children of the employee over 18, but under

22, who are full time students and still living at home, and to dependents who are handicapped and living at home. All free transportation privileges expire upon termination or lay-off of the employee. Lost passes will be replaced the first time at no charge to the employee. The second replacement will cost the employee \$10.00 for each pass, and the third or more replacement shall cost the employee \$25.00.

Effective April 1, 2012 all SunLine retirees (those who are collecting a pension) will be entitled to a lifetime bus pass.

ARTICLE G-32 OUTSIDE EMPLOYMENT

Employees are prohibited from engaging in employment outside of SunLine which would interfere with their duties and the safe operation of SunLine vehicles.

ARTICLE G-33 PROBATION

SECTION 1.

All new employees shall be on probation for a period of one hundred and twenty (120) days or the equivalent work hours from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this 120 day probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

SunLine retains the right to extend the probationary period for an additional thirty (30) days. Such extension, to be provided to the employee in writing, shall be subject to the approval of the Union. During this 30 day extension, the employee is covered by the grievance procedure. The judgment of SunLine regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

A full-time or part-time employee who has already completed their probationary period shall not be required to complete a second probationary period if they move from full-time to part-time, or from part-time to full-time. Further, a full-time employee who moves into a part-time position retains the right to contest discipline or discharge through the grievance arbitration mechanism of this Memorandum of Understanding.

ARTICLE G-34 ATTENDANCE

SECTION 1. POLICY STATEMENT

All ATU employees are expected to be punctual and to maintain good attendance in accordance with this policy.

The Agency encourages positive health practices by its employees and will try to accommodate employee requests for health care appointments.

An employee may be dismissed for absenteeism in accordance with this policy.

SECTION 2. PURPOSE

This policy outlines attendance standards for ATU employees and general responsibilities of the Managers/Supervisors/Dispatchers and employees.

SECTION 3. APPLICATION

This policy applies to all represented Agency employees.

SECTION 4. PROCEDURE

Each Department Head who has ATU represented employees is responsible for informing those employees of the Agency's Attendance Policy and for enforcing the policy. The Manager/Supervisor/Dispatcher is responsible for the application of progressive discipline to correct employee's excessive absenteeism. All discipline (except verbal counseling) must be recorded in the employee's file.

A. Employee Responsibilities

1. An employee must:

- a) Maintain an attendance record in conformity with this policy.
- b) Report to work on time.
- c) Notify his/her immediate supervisor/dispatcher as soon as possible (preferably prior to the start of the work shift) if unable to report for work and state the reason for the absence and the expected duration.
- d) Bid or obtain Manager/Supervisor's/Dispatcher's prior approval in writing to take vacation or floating holiday time off.
- e) Schedule medical appointments during non-work hours when possible, or at the beginning or end of the work day, to minimize disruption of the work schedule.
- f) Contact his/her "on-duty shift" supervisor/dispatcher or acting supervisor to inform them of his/her need to be absent and the estimated length of absence, if it is anticipated to last longer than one day.

- g) Prior to returning to work, and at least 24 hours prior to commencement of his/her regular shift, inform his/her "on-duty shift" Manager/Supervisor/Dispatcher of his/her intention to return the next work day.

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2. When so requested an employee shall provide a medical release upon return to work if an absence exceeds two consecutive working days.
3. Employees who anticipate ongoing absences for medical or other reasons should request a conference with the immediate Manager/Supervisor to try to work out a mutually satisfactory solution to the problem. It is the employee's responsibility to bring such problems to the Manager/Supervisor's/Dispatcher's attention.
4. Falsification of sickness is grounds for discipline up to and including termination.

B. Management Responsibilities and Guidelines

1. Each Manager shall communicate the Attendance Policy to all ATU employees under their supervision.
2. Attendance, tardiness, and cut standards shall be enforced to maximize department efficiency and operation.
3. Each Manager shall ensure that absences are properly recorded in employee records, consistent with personnel procedures (manual and computer).
4. Employees whose absences are excessive shall be subject to progressive discipline including suspension and termination in accordance with this policy. Managers shall initiate progressive discipline whenever an employee's absences become excessive.
5. Reasonable employee requests for time off may be granted unless the Agency's needs cannot be met if such accommodation is made.
6. Absences for Vacation, Holidays, Military Leave, Bereavement Leave, "Leave without pay" and Industrial Injuries and other leaves protected by state or federal law shall not count as an absence under this policy.
7. An acceptable alternative to granting time off is to permit an employee to come in early or work late to make up for time taken that day for a medical appointment, provided adequate supervision is available during the extended hours. This lessens the employee's use of time off and results in the Department receiving a full day's work from the employee.

This alternative does not trigger overtime provisions.

SECTION 5. MITIGATING CIRCUMSTANCES

Managers/Supervisors/Dispatchers may mitigate discipline and excuse an absence and shall have the prerogative to excuse absences due to mitigating circumstances, provided the employee submits a written request on their first day back to work or within ten (10) business days of the absence. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

It is the intention of the Agency and the Union that this Attendance Policy shall be fairly administered. To that end Managers/Supervisors/Dispatchers shall have the prerogative

to excuse absences due to mitigating circumstances. “Mitigating Circumstances” are situations for which an employee can provide verification or documentation of the event which caused the absence or a situation that the employee discusses with management in advance. The following are some examples of mitigating circumstances that support

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excusing an absence:

1. Hospitalization of employee or immediate family member or accidents involving employee or immediate family, e.g., child breaks arm at school, car accidents, ski accidents.
2. Home emergencies
 - a) Burglary
 - b) Fires, floods, earthquakes
3. Dental/doctor appointments, (family/employee). Especially a series of appointments over a span of time and when an employee is willing to schedule such appointments at the beginning/ending of shift to minimize time lost.
4. An employee with a usually good attendance record who experiences a major medical problem resulting in a lengthy absence and follow-up medical appointments.
5. Reasonable hospitalization recovery time from employee hospital/clinic medical procedures.
6. An employee who is a self-referral to the Employee Assistance Program (EAP) shall not have his/her absences counted for the period of his/her enrollment in the EAP. The above shall be limited to one (1) employee self-referral to the EAP for the term of this Agreement. In order to have the above absence excused the employee must notify his/her Supervisor/Manager within 24 hours after his/her enrollment in the EAP.
7. Court appearances under subpoena.

SECTION 6. PATTERNS OF ABSENCES

Patterns of absence, regardless of whether the absence is paid or unpaid, may be ground for disciplinary action, up to and including termination of employment. Examples include but are not limited to:

- a) Effective April 26, 2023, nine (9) absences in a rolling 365 day period measured backwards from the current absence.
- b) Absences on days before or immediately after scheduled days off.
- c) Absences on work days immediately preceding or after pay days.
- d) Ending a shift/assignment early or not completing the second portion of a split shift.
- e) Calling in "sick" after VTO has been denied.
- f) A pattern of absences for the same day of the week.

g) A pattern of absences that results in a leave without pay (LWOP)

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SECTION 7. PROGRESSIVE DISCIPLINE

Progressive discipline shall be as follows:

- a) Upon receipt of the fourth absence within a rolling twelve month period the employee will receive a verbal warning that a pattern is developing.
- b) Upon receipt of the fifth absence within a rolling twelve month period the employee will receive a written warning of violation of the attendance policy.
- c) The sixth absence within the rolling twelve month period will result in a one day suspension.
- d) The seventh absence within the rolling twelve month period will result in a two day suspension.
- e) The eighth absence within the rolling twelve month period will result in a final warning and a three day suspension.
- f) Effective April 26, 2023, the ninth absence within the rolling twelve month period will result in termination.
- g) If an employee with five (5) or fewer absences reaches six (6) months with no absences, their absence count will be reduced to zero. If an employee accumulates six (6) or more absences and receives any attendance suspension they are no longer eligible for an absence count reduction until all attendance suspensions fall off.
- h) Effective April 26, 2023, all employees will have their non-mitigated absences reduced by 2, e.g. if an employee has 7 absences they will be reduced to 5.

SECTION 8. DEFINITIONS

Absence: a period of one or more consecutive working days or a portion of a day of 61 minutes or more, that is not covered under VTO provisions or Section 4 of this Article.

Cut: Employee leaves early; an absence of less than or equal to 60 minutes and 59 seconds at the end of the work shift. Two cuts equal one absence.

Leave without pay: Allowing an employee to be absent without pay, when an employee needs time off but has no accrued leave time to use. Leave without pay is granted only to employees whose attendance record is not excessive and when the workload can accommodate such absence.

**PART 2
OPERATIONS PROVISIONS
PART-TIME EMPLOYEES**

**ARTICLE O-1
MCOS AND PARATRANSIT PART-TIME EMPLOYEES**

SECTION 1.

A part-time employee in Operations is a motor coach operator/paratransit operator who is designated by SunLine as a part-time employee. A part-time motor coach operator/paratransit operator is not entitled to paid time off, health and welfare or other fringe benefits, except as those specifically listed in the MOU. During the probationary period, employee's qualifications and performance shall not be subject to the grievance procedure. A full-time employee who moves into a part-time position retains the right to contest discipline or discharge through the grievance and arbitration mechanism of this MOU.

SECTION 2.

Beginning 4/01/2019, a part time motor coach operator may be scheduled to work up to a maximum of 140 hours per month. SunLine may hire part-time motor coach operators up to a maximum of 13% of the fiscal year budgeted full-time motor coach operators. (As an example, - F/T/ MCO's 147 x 13% = 19.11. Totals at .50 or greater will be rounded up and others will be rounded down.)

SECTION 3.

There will be a separate seniority list for all part-time operators. Part-time operators who apply for full-time motor coach operator position shall be given preference for such employment in order of seniority. Should the senior part-time operator refuse to apply for said vacancy, such refusal shall result in placing the employee at the bottom of the seniority list for consideration for full-time employment. Except for reduction in service, no full-time operator shall be allowed to "bump-down" into part-time service.

**ARTICLE O-2
SELECTION OF RUNS**

SECTION 1.

There shall be a general sign-up to take effect in January, May and September. The effective dates or frequency of the sign-ups may be changed by mutual consent of SunLine and the Union. The mechanism for conducting these sign-ups shall be agreed between the General Manager and the Union Representative.

The effective dates shall be the first Sunday of the month and sign-ups shall be posted two (2) weeks prior to effective date.

All sign-ups shall be completed no less than seven (7) calendar days prior to effective date.

SECTION 2.

All bidding shall take place on SunLine property. Employees may leave a proxy bid with the Union representative. The order of the employee's choice shall be designated in numerical order. If the run (or runs) specified in the proxy is not available and the employee cannot be contacted, a run will be selected by the Union representative. Selected runs shall conform as near as possible to the hours of work and days off as indicated by employee's proxy bid. All employees will be assigned a specific date and time to make their selection of runs. Each employee will be given up to ten minutes to make their choice. In the event an employee is not available to bid, or does not bid, when it comes time to do so, the Union representative shall bid for such employee an assignment as close as possible to that presently being held.

The Union Steward will bid for any motor coach operator who is on extended leave who is not expected to return to work at bid time and that assignment will be worked as a hold-down by the extra board. When that motor coach operator returns to work, the motor coach operator will take their assignment and the extra board operator returns to the extra board. Paratransit will follow their existing procedure unless a paratransit extra board is established

The parties agree that during the term of this Agreement, upon thirty (30) days request by SunLine, they shall meet and discuss automated bidding. Changes, if any, to the bidding system are subject to mutual written agreement.

SECTION 3.

When there is a curtailment of service or a regular run is changed, and the change affects the sign-on time or the sign-off time thirty (30) minutes or more or the pay time sixty (60) minutes or more or the day off, there shall be a partial emergency sign-up commencing with the employee whose run was affected.

SECTION 4.

This emergency sign-up shall be posted for bid as quickly as schedules and sign-up sheets can be prepared, and the effective date of the sign-up shall be the first Sunday following the completion of the sign-up. However, in no event shall the effective date of the sign-up be more than ten (10) days, exclusive of Saturdays, Sundays or holidays, after the date on which the schedule change occurred. If the pay time in a regular run is reduced by reason of the change or curtailment of service, the original pay time will be paid until the partial emergency sign-up is effective.

SECTION 5. OPEN RUNS.

Where a new run is created for any reason, SunLine shall bid the open run, in seniority order. After one (1) round of bidding, the remaining open position may be filled by SunLine with a part-time employee and no further bid shall take place. Where an old run becomes open, for any reason, SunLine shall have the right to fill the position with a part-

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time employee and no bid shall take place.

SECTION 6. EXTRA BOARD OPERATORS

All regular operators on the extra board shall be guaranteed eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week. The extra board will operate on a rotation of "first up - first out". The extra board mark-up will be completed at 5:00 p.m. each evening for the next day, with the first open assignment of the day assigned to the first operator on the extra board, and so forth until the board is completely assigned. The extra board will be rotated daily at the mark-up (Example: Operator in position #2 on Tuesday would be rotated to position #1 on Wednesday.) If additional assignments become available after the daily extra board mark-up (5:00 p.m.) will be offered to the first full time extra board employee who does not have an assignment. If no assignment is made, those extra board operators will be considered "standby". Standby Operators will be assigned to work up to the hours of spread time with no loss of pay. If there are no full time extra board operators, the work will be given to the part time operators and lastly, if necessary, additional work will be offered to full time regular assigned operators who have signed up to work overtime on their days off. Extra board assignments will be bid in the same manner as all other runs.

Hold-downs will be created by an absence of work that requires a regular operator to be off for five (5) working days within a work week (work week is defined as Sunday through Saturday). This will include vacations of one (1) week's duration or more, STD leave, worker's compensation leave, voluntary leaves of absences, sick leave, termination or any other absence of five (5) days or longer.

The extra board hold-down procedure will be as follows: Any run that becomes open for a period of five (5) working days within a work week will be offered to the top seniority extra board operators for their acceptance or rejection and if rejected, will be offered to every extra board operator in seniority order until it reaches the last operator in seniority on the extra board. The last operator in seniority will be obligated to take the open run if not taken by an extra board operator with higher seniority.

All hold-downs will be completed and posted by noon Friday of the week prior to the open run. Extra board operators selecting a hold-down will remain on that hold-down for all full work weeks of that hold-down. Open runs of less than five (5) days within a work week will be assigned to the normal extra board rotation.

When an operator takes a hold-down, their name remains in the extra board rotation as if they were on the extra board daily, but will not be considered an extra board operator during their hold-down period and will not be governed by extra board rules during this period. At the end of the hold-down period, the operators will re-enter the extra board in proper rotation.

SECTION 7.

Any extra board motor coach operator obligated to work at a location other than the Bid Yard shall be provided transportation to and from such assignments. All such travel time

shall be considered as time worked, until that location becomes a regular operating division.

**ARTICLE O-3
SCHEDULING OF OPERATORS**

SECTION 1.

There shall be a maximum spread of eleven (11) hours on split runs. There shall be no more than one (1) split in a day's run. These provisions will also apply to the Extra Board.

SECTION 2.

All regular employees in the bargaining unit are guaranteed eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week.

Operators shall be guaranteed two consecutive days off.

Part time employees shall be guaranteed at least two (2) fixed days off per week.

Eight hours guarantees for day off work. And if SunLine holds Operator over on any day, that days' overtime will be guaranteed.

SunLine guarantees a minimum of six (6) 4/10 shifts in each bid with consecutive days off. The Parties agree that in December 2020 ATU filed grievances challenging SunLine's implementation of this provision. In order to resolve those grievances, SunLine agrees that effective July 2, 2023, it shall guarantee Motor Coach Operators eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week. If SunLine cannot implement this change by July 2, 2023, it agrees that it shall provide back pay for the hours that should have been paid to meet the daily guarantee from the date of actual implementation by the vendor of the payroll system change going back to July 2, 2023. ATU agrees that the pending grievances are dismissed with prejudiced.

The following are examples of how the daily guarantee will be implemented for the MCOs:

Daily Guarantee										
Pay Code	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	OT Hours	Regular Hours	Total Hours
Regular Time		7.75	8.00	8.50	7.00	8.50		-	39.75	39.75
Overtime Daily Guarantee		-	-	-	-	-		-	-	-
		0.25	-	-	1.00	-		-	1.25	1.25

Total Daily	8.00	8.00	8.50	8.00	8.50	-	41.00	41.00
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Daily Guarantee - With OT on Day Off										
Pay Code	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	OT Hours	Regular Hours	Total Hours
Regular Time		7.75	8.00	8.50	7.00	8.50	0.25	-	40.00	40.00
Overtime Daily Guarantee		-	-	-	-	-	7.75	7.75		7.75
		0.25	-	-	1.00	-		-	1.25	1.25
Total Daily		8.00	8.00	8.50	8.00	8.50	8.00	7.75	41.25	49.00

SECTION 3.

Initial sign-on and final sign-off for regular full-time operators will be done at the same location. SunLine shall attempt to set up designated stop points in close proximity to restrooms and fresh drinking water. Operators shall attempt to exclusively use these facilities.

Operators shall be required to report ten (10) minutes before their runs are scheduled for the purposes of vehicle check-out and this shall be considered time worked.

SECTION 4.

Operations supervisory personnel will be permitted to operate a coach in revenue service under the following conditions only:

- a) When there exists an emergency which does not permit contact of part-time, day off, or personnel on a scheduled split, operations supervisory personnel will be authorized to operate the coach in revenue service until such time as a qualified operator can be contacted and placed on the coach.
- b) After attempting to contact an individual indicating a desire to work on days off, operations supervisory personnel are authorized to operate a coach in revenue service if contact cannot be made or those individuals contacted decline the work.

c) In order to keep Supervisors' driving skills at a high level, supervisors may operate a coach in revenue service (at a maximum of four (4) hours per month) for training purposes with the presence of the motor coach operator. The motor coach operators shall earn the training rate for all time the supervisor operates the coach.

SECTION 5. VOLUNTARY CALL BACK (VCB)

a) Establish a VCB Form. Coach operator desiring to work on their days off shall sign up each month, and shall indicate which of their days off they are willing to work.

b) The VCB forms will be maintained in dispatch.

c) Seniority of sign-ups and work assignments on the VCB form is based on the operator's seniority number with the first available run being assigned to the VCB operator with the highest seniority number.

d) Fixed Route VCB:

1. Assignments available prior to 5:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 5:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. Dispatch will assign runs that are available prior to 5:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours. The assignments pursuant to this section (d)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.

2. Assignments available after 5:00 p.m.: Dispatch will call the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1. If Dispatch calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise dispatch of their availability and will be given work if available pursuant to this section.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

Coverage of open runs will be in the following order:

Fixed Route

1. Extra Board
2. VCB (Full Time Operators)

3. VCB (Part Time Operators)
4. Seniority Order – Full Time
5. Part Time – MAX HRS – Regular Seniority Rotation
6. Part Time – MAX HRS – (day off) Seniority Rotation
7. Supervision

e.) Paratransit VCB:

1. Assignments available prior to 7:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 7:00 p.m. and 8:00 p.m.

the evening prior to the day off to ascertain their report time and run/shift assignment. Dispatch will assign runs that are available prior to 7:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours at the time the assignment is made. The assignments pursuant to this section (e)(1) may be for a specific route, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a route assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.

2. Assignments available after 7:00 p.m.: Dispatch will call the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1. If Dispatch calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise dispatch of their availability and will be given work if available pursuant to this section.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

SunDial

1. Part Time or NWA (but not Maxed)
2. VCB (Full Time Operators)
3. VCB (Part Time Operators)
4. Seniority Order Full Time
5. Part Time MAX HRS – regular day seniority rotation
6. Part Time MAX HRS – days off – seniority rotation
7. Part Time Fixed Route Operators (with proper training)
8. Full Time Fixed Route Operators (with proper training)
9. Supervision

- f) Dispatchers shall post on the dispatch windows on a daily basis (1) the Voluntary Call Back List for Fixed Route and Paratransit Operators, (2) the daily assignments from the Extra Board List, Voluntary Call Back List, and any other non-regular assignment list.

- g) With 48 hours' notice, an operator may remove their name from the VCB list for the balance of the monthly sign-up period.
- h) A Fixed Route operator may remove their name from the VCB for a specific day(s) before 2:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods.
- i) A Paratransit operator may remove their name from the VCB for a specific day(s) before 4:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods.

SECTION 6. REST AND MEAL PERIODS

- a) There shall be operator Rest/Meal Periods which will be at least enough time to give 50 minutes total in a regular 8-hour day. There is no rest period due for a total work period in a workday of less than 3.5 hours.
- b) Rest/Meal Periods should be as evenly distributed as possible through an operators' work period, 50 minutes in a work period that is continuous and approximately 8 hours and 80 minutes in a work period that exceeds 10 hours of work.
- c) Rest/Meal Period time is set aside for the use of the operator for a short rest, meal or other personal needs.
- d) From time to time, the system schedules may not permit the time required for the Rest/Meal Period for operators and the parties agree to the following Committee and review process to make adjustments to Rest/Meal Period time to the run cut:
 - 1. From time to time, the system schedules may not permit the time required for Rest/Meal Periods for operators to be met and the parties agree to the following as a review and an adjustment process to bring the system run cut back into compliance. There will be a joint Schedule Adherence Review Committee made up of the Chief Operating Officer and an appointed member by the Union. The Committee will review complaints by operators related to the loss of Rest/Meal Periods. The Committee will investigate the filed complaints to determine the validity of the claim. Invalid claims will be returned to the employee with an explanation. Valid claims will be adjusted according to sections 2 and 3 below. Disputed claims will be sent to a neutral for binding arbitration to determine validity. No attorneys or transcripts will be used. A written decision from the neutral is expected. Decisions will be final and binding on the parties.
 - 2. Committee Decisions. Claims found to be valid by the Committee by the end of the first month of a sign up, will be adjusted by the beginning of the next sign up and no penalty shall accrue if adjusted within that time frame. Claims found to be valid after the first month of any sign up where there is no time for an adjustment, will be adjusted by the sign up following the next sign up and no penalty shall accrue if adjusted within that time frame. If an adjustment is found to be appropriate and is not made within the times specified above, the

affected operators shall be paid one hour for each day until the adjustment is made.

3. Arbitration claims. As to any matter that is subject to arbitration, no penalty shall be retroactively accrued or required to be paid by SunLine until a final decision is made by the neutral. Once a binding decision is made, SunLine shall pay operators one hour for each day until the run cut is adjusted retroactive to date of complaint to comply with the Meal and Break time requirements above.

e) This section will also apply to the Paratransit section of the M.O.U.

Amalgamated Transit Union and SunLine have negotiated the preceding provisions as an alternative to strict compliance with the Rest/Meal Periods in of Wage Order No. 9.

1. It is the intent of the parties that the attached Section 6 Meal/Rest Period is in compliance with Industrial Welfare Order 9-2001 which was amended and effective July 1, 2004. The parties are committed to implement these applicable provisions within the spirit and intent of the law by the terms attached.

2. The parties agree that SunLine, where necessary, shall make adjustments to the system run cut to comply with the Rest/Meal Period provisions of this agreement no later than the Third Run Bid in September of 2005. No retroactive penalty shall apply for any run cut prior to September of 2005.

3. As negotiated, this alternative scheduling and reconciliation process meets all legal requirements of Wage Order No. 9. There are no penalties under WO-9 other than that which are negotiated in this Rest/Meal Period provision.

ARTICLE O-4 OPERATOR DUTIES

SECTION 1. HOURS OF REST.

Each motor coach operator shall be allowed nine (9) consecutive hours of rest out of twenty-four (24), and shall be paid at the rate of time and one-half (1- 1/2) for all time worked during such rest period.

SECTION 2.

Any employee acting as an operator trainer or line instructor shall be paid fifteen percent (15%) per hour above their rate for each hour or fraction of any hour for such work.

SECTION 3. OPERATOR DUTIES.

An operator's duties shall consist of operator-related work such as exchange of buses, operation of relief vehicles, completion of mandatory California Highway Patrol forms, required paperwork, providing passengers with information and timing runs. Should SunLine overnight buses at a satellite location, operator's duties will be open to meet and

confer.

The operator may also be assigned, on a temporary basis, duties as designated by SunLine so long as such assignment is not demeaning or in the jurisdiction of the traditional maintenance duties at SunLine.

Dispatch shall post a sign-up sheet for extra duties (other than driving a bus) when such duties become available. Work will be assigned to the most senior operator who is not otherwise assigned regular work for the times these extra duties are available as long as overtime is not required. Such work shall be rotated by seniority and shall not be work normally assigned to any classification listed in Article G-29.

SECTION 4. RESTROOM COMMITTEE

Semi-annually, ATU Stewards will be relieved from assigned duties to provide SunLine with a list of convenient restroom locations. The locations/businesses will be contacted by SunLine to determine if their restroom facilities can be made available to Operators. A list of convenient restroom facilities will be posted for employee's use.

ARTICLE O-5 EXACT FARE PLAN

SunLine agrees to continue the exact fare or pass plans. SunLine may implement a sale of a pass plan on the bus.

ARTICLE O-6 PARATRANSIT

SECTION 1. CROSS TRAINING OF PARATRANSIT OPERATORS AS ORDER TAKERS/DISPATCHERS.

SunLine will continue to train and use Paratransit Operators as both Order Takers and Dispatchers (in SunDial only) so that cross training and eligibility for promotion continues. The employee serving in the role of trainee shall receive an additional Dollar and five cents (\$1.05) per hour for all hours worked as an order taker/dispatcher trainee. Whenever such training involves overtime, the formula used to calculate the overtime will be: hourly rate + \$1.05 X 1-1/2.

SECTION 2. "PARKOUTS" WILL BE ALLOWED.

SunLine may assign certain runs so that the Paratransit Operator may drive home a SunDial vehicle, and then begin service with that vehicle in the a.m. It is clearly understood that no driver may use the SunDial vehicle for personal use going to or from assigned origination or termination points, or at any time while in their control. Paratransit Operators assigned parkouts are responsible to check under the hood as part of their regular duties.

SECTION 3. PARATRANSIT OPERATORS WILL CONTINUE TO FUEL SUNDIAL

VEHICLES.

Paratransit Operators will still be assigned the duty of fueling their vehicles, except on their final trip.

SECTION 4. PART TIME SUNBUS MCO'S MAY DRIVE SUNDIAL.

Part-time MCO's may assist when needed in the provision of SunDial services. Such Part-timers will not suffer any reduction in wages.

SECTION 5. HIRING OF NEW EMPLOYEES FOR SUNLINE

Vacancies in Full Time Motor Coach Operator positions will be posted and filled following this sequence: 1) Part time Motor Coach Operators; 2) Full time Paratransit Operators;

3) Part time Paratransit Operators, and 4) outside applicants.

SECTION 6. BENEFITS WHEN ACCEPTING MCO POSITION

If any Paratransit Operator becomes a Part Time Motor Coach Operator, the benefits that go with that position will apply.

SECTION 7. DAILY OVERTIME

Also effective with the implementation of the 7/2/00 bid, overtime will be paid on a daily basis for paratransit drivers only. Overtime will begin after 10 hours in any one day. Anytime above 8 hours, on a daily basis, will be paid at the rate of 1 1/2 regular pay. The Parties agree that ATU filed grievances challenging how this provision was implemented by SunLine. In order to resolve those grievances, SunLine agrees that effective July 1, 2023, paratransit drivers shall be paid overtime after ten (10 hours in one day or any time after eight (8) hours (if on an eight-hour schedule).

SECTION 8. PART TIME OPERATORS

Beginning 4/01/2019, a part time paratransit operator may be scheduled to work up to a maximum of 140 hours per month. SunLine may hire part-time paratransit operators up to a maximum of 25% of the fiscal year budgeted full-time paratransit operators to cover vacations, sick time and other absences.

SECTION 9. ADDITIONAL PROVISIONS

VACATION TIME OFF or VTOs

Effective July 1, 2019, full-time paratransit operators will accrue VTO as follows:

YEARS OF SERVICE	PER 80 HOUR PAY PERIOD	ANNUAL MAXIMUM
1 through 4 years	5.54 (10 vacation + 8 floaters*)	144 hrs.
5 through 9 years	7.08 (15 vacation + 8 floaters)	184 hrs.
10 through 19 years	8.62 (20 vacation + 8 floaters)	224 hrs.
20 through 24 years	10.15 (25 vacation + 8 floaters)	264 hrs.
25 years and over	11.69 (30 vacation + 8 floaters)	304 hrs.

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**PART 3
MAINTENANCE PROVISIONS**

**ARTICLE M-1
PROBATION**

All new employees shall be on probation for a period of Ninety (90) days or the equivalent work hours from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this 90 day probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

All new employees hired in the Maintenance Supervisor classification shall be on probation for a period of six (6) months from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this six (6) month probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

All employees promoted from the Bargaining Unit to Maintenance Supervisor shall be on probation for a period of six (6) months from the date of the promotion. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. If any promoted employee fails to demonstrate the qualifications required for the Maintenance Supervisor position within six (6) months, they shall revert back to their former classification without loss of seniority. SunLine retains the right to extend the probationary period for an additional thirty (30) days. Such extension, to be provided to the employee in writing, shall be subject to the approval of the Union. During this 30 day extension, the employee is covered by the grievance procedure. The judgment of SunLine regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

**ARTICLE M-2
SELECTION OF SHIFTS**

There shall be at least three (3) sign ups per year for shifts and days off. The sign ups shall go into effect January, May, and September. All bids shall be posted for ten (10) consecutive days prior to the effective date of the implementation date. No sign up shall be less than sixty (60) consecutive days in duration. The method of bidding shifts and days off is to be established by mutual agreement of the parties. The Union Representative shall have the opportunity to review and negotiate these schedules with the department head or designee seven (7) days prior to posting.

Maintenance employees shall select their work schedules and shifts in accordance with their ATU Maintenance Seniority. If an employee doesn't bid, or refuses to bid, the shop steward shall bid for such employee an assignment as close as possible to that presently being held. After the bid sheets are agreed to, they shall not be changed without mutual consent between the Union and SunLine. Shop steward shall work the day shift with Saturday and Sunday off. Bid sheets will be sent to the Union following completion of each bid.

New mechanics will be placed within any shift during the first 90 days. If a bid occurs prior to the new hire completing the 90 days probation, he/she will continue to be assigned a shift. SunLine agrees not to change the number of slots per shift due to the new hire.

New Maintenance Supervisors will be placed on rotating shifts during the first six (6) months. If a bid occurs prior to the new hire completing the six (6) month probation, he/she will continue to be assigned rotating shifts. SunLine agrees not to change the number of slots per shift due to the new hire.

In the event an employee returns to work in the same bid period during which he/she left, he/she will be placed on the same shift with the same days off as held at the time he/she left.

In the event an employee returns to work after a subsequent bid period has been held, such employee will be allowed to bid into the same location with the shift and days off equal to that which the employee's ATU seniority would have permitted had the employee been present to bid at such subsequent bid period.

There shall be no adjustments in shift start times due to Daylight Savings Time.

ARTICLE M-3 MAINTENANCE DEPARTMENT

SECTION 1. WORKING ON DAYS OFF.

In the event an employee works on their day off, they shall be guaranteed a minimum of eight (8) hours pay and shall be paid the overtime rate for all work performed on their day off. In addition, no employee shall be required to work on that employee's regular day off unless there are substantial abnormalities in service requirements.

SECTION 2. SUNLINE SHALL FURNISH THE FOLLOWING TOOLS/EQUIPMENT FOR THE USE OF THE EMPLOYEE:

- a) Power tools presently provided by SunLine.
- b) Sockets and handles 3/4" drive and over.
- c) Taps and dies.
- d) Screw extractors, drill bits and hack saw blades.
- e) Rechargeable flashlight battery, extension lights and cords.
- f) Air hoses, quick disconnects, air chucks and cleaning blow nozzles.
- g) Safety glasses.
- h) All spray guns.
- i) All metric tools.
- j) All electronic tools except DVOM.

SECTION 3. BUMPING.

Maintenance employees displaced by senior employees, returning veterans, or who, for any reason, are deprived of their shifts through no fault of their own, may if they so desire, displace employees junior to them provided they are qualified. This provision shall not apply to operators transferring from operations to maintenance department.

SECTION 4. DUTIES OF LEADPERSON

Where the Maintenance Director so desires, the Maintenance Director may assign a lead person to a group of employees. A lead person directs an employee group assigned to their responsibility and they need not unnecessarily concern themselves with the work of any employee not in their group.

It is the lead person's responsibility to direct the employees in the progress of their work under the supervision of their immediate supervisors with whom they shall consult in all matters affecting such work.

A lead person has the same responsibility as all employees to report any circumstances affecting the safety of another employee or SunLine property and shall exercise their best efforts to assure that the employees they lead work safely at all times.

Seniority of equally qualified employees shall be the deciding factor in the promotion of an employee to a lead person.

SECTION 5. PROMOTION

Promotions shall be made by qualifications and/or seniority, but if any advanced employee fails to demonstrate the qualifications required on such new position within ninety (90) days, they shall revert back to their former classification without loss of seniority.

SECTION 6.

A training program may be conducted for the purpose of improving skills in order that employees may upgrade themselves.

SECTION 7.

SunLine Transit Agency and the Amalgamated Transit Union have agreed to the following Policy for the promotion of mechanics. It is to the benefit of SunLine and its mechanics that promotions take place as soon as each mechanic reaches a definable level of skills. This policy is designed to set achievable and recognizable standards to measure the promotion of SunLine mechanics.

- 1) SunLine will hire new mechanics into the class for which they are qualified at the time of employment.
- 2) If hired at the C level, each mechanic will be promoted to the B level upon successful completion of their probationary period, their first 90 days.
- 3) If hired at the B level, or upon being promoted to the B level by step 2) above, the criteria outlined below must be achieved to be promoted to the A level.
- 4) If hired at the A level, pay increases will follow the progression rates established in the Memorandum of Understanding.

Mechanics will advance:

- 1) by demonstrating the ability to work with little or no supervision;
- 2) assist or instruct B & C mechanics as directed; and
- 3) proficiency in Mechanic A level skills.

There are 10 categories of proficiency, and each category has certain minimum skills requirements. Once these skill requirements are achieved, promotion to the A level is automatic. In each category, essential requirements are marked with an asterisk, and each of these skills must be demonstrated by the ability to diagnose and repair. Work to be signed off by a supervisor. SunLine realizes that some of the asterisked skills may not be possible to demonstrate as the lack of these types of repairs may prevent a mechanic the opportunity to perform them. In those cases, a majority of the non-asterisked items may be performed in their place. As each skill is signed off, and the asterisked items (or majority of non-asterisked items in their stead) are achieved, the category will be signed off by a supervisor, completing that category.

SunLine will endeavor to provide training, either in-house, with the assistance of vendors, or by more formal educational opportunities, so that each mechanic has the ability to be promoted.

SECTION 8.

Overtime shall be offered to the employee performing the job necessitating the overtime work. Where there is new work to be performed on overtime or where the employee performing the job in progress declines the overtime, such overtime shall be offered on a voluntary, rotating basis to the most senior employee capable of performing the work. Where no employee is capable of performing the work or volunteers for offered overtime, SunLine shall assign the work to the least senior employee capable of performing

Effective April 23, 2023, maintenance supervisors shall be deemed exempt employees and eligible for overtime and shift differential pay.

SECTION 9.

Maintenance supervisory personnel may perform work normally performed by Bargaining Unit employees so long as the performance of such work does not result in the layoff of any Bargaining Unit employee. Such work shall be limited to three (3) hours per day. In the event of layoffs, supervisor's work shall be limited to one (1) hour per day. These limitations will not apply in cases of emergency, while training or where an attempt to call in off-duty employees qualified to do the work has not been successful. Such things as Road Calls, Part Room work, pickup or delivery of parts or a bus exchange will not be considered working with the tools of the trade.

SECTION 10.

All regular Maintenance Department employees shall be guaranteed eight (8) hours pay on a five (5) day work week except where holidays intervene. Maintenance employees shall have two (2) consecutive days off per week. The guarantee does not apply to employees who are absent or tardy.

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SECTION 11.

Employee shall submit the tool inventory to the immediate supervisor, and update it annually. The supervisor shall review and verify the inventory as soon as reasonably possible after receipt. In addition, SunLine will provide mechanics with tool insurance in the amount of \$25,000 covering the theft of tools. Insurance premiums are to be paid by SunLine and the \$250 deductible to be paid by the insured employee.

SECTION 12. TOOL ALLOWANCE.

Tool allowances: Mechanics, Engine Rebuilders, Non-Revenue Mechanics and Body Mechanics will be eligible after one year.

To encourage mechanics to replace and/or upgrade their tool inventory, SunLine will participate in a reimbursement program for those employees required to have tools.

Effective July 1, 2021 eligible mechanics, engine rebuilders, non-revenue mechanics and body mechanics shall receive an annual tool allowance of \$1000. Reimbursement requests, up to the full annual allowance, may be submitted one time per quarter, in the fiscal year during the months of September, December, March and June. No employee may submit more than one request per quarter.

To qualify, employee must:

- 1) Have completed one year of employment.
- 2) Purchase job related tools.
- 3) Have filed and received approval of a tool inventory with the immediate supervisor, and;
- 4) Provide proper receipts to the immediate supervisor who will approve the reimbursement request. A receipt is proper if it contains a description of the tool(s), the amount of the purchase, date of the purchase, and company name. The employees' name needs to be on the receipt (which can be written by the employee). The receipt must be legible.

SunLine Transit Agency and ATU Local 1277
2022-2025 MOU
Side Letter of Agreement

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") acknowledge that SunLine is running a pilot program that is expected to last up to June 2025. The pilot program is being established in order to allow SunLine to explore the possibility of providing additional services through a rideshare feeder program. ATU waives any right it might have to challenge the pilot program or any effects from the pilot program.

If, after the conclusion of the pilot program, SunLine elects to provide this type of service in-house, SunLine agrees that this is ATU's work, and SunLine further agrees to bargain over the wages, hours and working conditions for this new classification of small vehicle rideshare operator; and SunLine and ATU agree that mechanics for this service will be paid at the Non-Revenue Mechanic A wage rate.



Laur Skiver, CEO
SunLine Transit Agency



Art Aguilar, Presiden
Amalgamated Transit Union, Local 1277

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**SunLine Transit Agency and ATU Local 1277
2019 Negotiations
Side Letter of Agreement
March 25, 2019**

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") have met and conferred over SunLine's drug and alcohol testing program, and agree to the following:

- Employees who are covered by the DOT regulations will only be tested in accordance with DOT drug and alcohol testing procedures, as set forth in SunLine policy.
- Stops & Zones employees and Facilities Maintenance employees who are not covered by DOT regulations while operating non-revenue vehicles will be tested consistent with SunLine's authority, as set forth in SunLine policy, for pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.
- SunLine agrees to discontinue the random pool that was established under its own authority for Stops & Zones employees.

ATU agrees to withdraw PERB Charge No. LA-CE-1348-M.



Driver, CEO



Art Aguilar, President
Amalgamated Transit Union, Local 1277

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Article 0-3 Section 5
Side Letter

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") acknowledge that SunLine will establish a pilot program to modify the Voluntary Call Back ("VCB") program, currently set forth in Article 0-3, Section 5 of the MOU. The parties agree that this pilot program will commence on the first day of the month following 2 months after complete ratification and approval of the MOU (for example, if the MOU is approved on April 17, then the pilot VCB program would commence on July 1). The parties agree that, unless the program is cancelled by SunLine, the pilot VCB program will become permanent and the language below will replace the current language in Article 0-3, Section 5.

The ATU agrees that, for the first month of the pilot VCB program, any grievances filed over the AM/PM/Both selection will be limited to the first level of the grievance process, and will be solely for the purpose of improving the pilot VCB program, identifying mistakes, and clarifying misunderstandings.

The parties agree that, after the first month of the pilot VCB program, SunLine may, in its sole and complete discretion, cancel the pilot VCB program and return to the language currently set forth in Article 0-3, Section 5. In order to cancel the pilot VCB program, SunLine must provide ATU with at least 30 calendar days written notice.

The parties agree that the below language can be changed by the mutual agreement of the parties during the duration of the pilot VCB program.

SECTION 5. VOLUNTARY CALL BACK(VCB)

It is understood that this language will be the new Section 5, if the pilot program is not cancelled before it is in effect for 12 months.

- a) Establish a VCB Form. Operators desiring to work on their days off shall sign up each VCB period, and shall indicate which of their days off they are willing to work and their selection for shift start time, either AM (defined as any run starting at or before 10 AM), PM (defined as any run starting after 10 AM) or Both (defined as both AM/PM). The VCB period will be one (1) month plus or minus seven (7) days as defined by SunLine.
- b) The VCB forms will be maintained in the Control Room.
- c) Seniority of sign-ups and work assignments on the VCB form is based on the operator's seniority number and shift start time selection (as AM, PM or Both) with the most hours.
- d) Fixed Route VCB:
 1. Assignments available prior to 5:00 p.m.: An operator who signed up for the VCB is responsible for calling the Controller between 5:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. The Controller will assign runs that are available prior to 5:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours within the operator's selected shift start time (AM, PM or Both). The assignments pursuant to this section (d)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are

not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.

2. Assignments available after 5:00 p.m.: The Controller will call VCB, starting with the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1 and according to the operator's run start time selection. If the Controller calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise the Controller of their availability and will be given work if available pursuant to this section. Once a run has been offered to the remaining unassigned operators within the run start time selection and it remains open, it will then be offered to Seniority List.

lithe operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

Coverage of open runs will be in the following order:

Fixed Route

1. Extra Board
2. VCB (Full Time Operators)
3. VCB (Part Time Operators)
4. Part Time — On Shift, Same Day
5. Seniority Order (Day Off) — Full Time
6. Seniority Order (Day Off) — Part Time
7. Supervision

e.) Paratransit VCB:

1. Assignments available prior to 7:00 p.m.: An operator who signed up for the VCB is responsible for calling the Controller between 7:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. The Controller will assign runs that are available prior to 7:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours within the operator's selected shift start time (AM, PM or Both). The assignments pursuant to this section (e)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.
2. Assignments available after 7:00 p.m.: The Controller will call VCB, starting with the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1 and according to the operator's run start time selection. If the Controller calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise the Controller of their availability and will be given

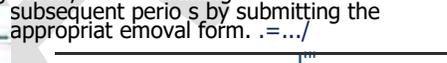
work if available pursuant to this section. Once a run has been offered to the remaining unassigned operators within the run start time selection and it remains open, it will then be offered to Seniority List.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

SunDial

1. Part Time or NWA (but not Maxed)
 2. VCB (Full Time Operators)
 3. VCB (Part Time Operators)
 4. Seniority Order (Day Off) - Full Time
 5. Seniority Order (Day Off) - Part Time
 6. Part Time MAX HRS — regular day, seniority rotation
 7. Part Time MAX HRS — days off, seniority rotation
 8. Part Time Fixed Route Operators (with training)
 9. Full Time Fixed Route Operators (with training)
 10. Supervision
- f) Controllers shall post at the Control Room window on a daily basis (1) the Voluntary Call Back List for Fixed Route and Paratransit Operators, (2) the daily assignments from the Extra Board List and any other non-regular assignment list.
- g) With 48 hours' notice, an operator may remove their name from the VCB list for the balance of the current VCB sign-up period by submitting the appropriate removal form.
- h) A Fixed Route operator may remove their name from the VCB for a specific day(s) before 2:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods by submitting the appropriate removal form.
- i) A Paratransit operator may remove their name from the VCB for a specific day(s) before 4:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods by submitting the appropriate removal form. . =.../


 Tommy E.
 SunLine Transit Agency


 Jeff Shaffer
 ATU Local 1277

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 Date

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 Date


 Kelly Tinner (Legal Counsel)
 SunLine Transit Agency

5-210-101

Date



TRANSIT AGENCY

A Public Agency

MEMBERS' Desert Het Springs Palm Springs Cathedral City Rancho Mirage
Palm Desert Indian Wells La Quinta Indio Coachella Riverside County

Operator Holiday Bidding Guidelines

Effective May 2015 Bid (Side Letter Continuance)

1. Holiday schedules will be posted along with the normal schedules outlined in the MOU bidding procedures. Schedules will be available for bidding during the regular bidding process for service changes in January, May and September.
2. Sunday schedules will be used for said Holidays.
3. Bidding for Holiday schedules, that operators qualify for (9 hours off per MOU), will be done in seniority order at the same time as the regular bidding.
4. The same bidding rules will be followed per the MOU (ie, 10 min. allowed to submit bid from the operator's bid time, etc.)
5. If an operator is on an approved time-off for the Holiday, it will preclude the operator from bidding on that Holiday.
6. In the event Holiday schedules are not being taken or bid on, SunLine will fill any remaining open Holiday schedules by assigning them to operators that normally work on the day the holiday is on. If an operator is normally off on this day, the operator will not be assigned a holiday schedule. These assignments to cover open runs will be done in inverse seniority order. An operator assigned in inverse order to a holiday will not be allowed to refuse the assignment.

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Art Aguilar
A11.1 President

Edw. Cis
Chief Operating Officer

Sunline Transit Agency and ATU Local 1277
2019 Negotiations
Side Letter Agreement
Advanced Technology Technician Classification
March 25, 2019

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Unit, Local 1277 ("ATU") acknowledge that SunLine intends to establish a classification of Advanced Technology Technician in order to successfully maintain SunLine's advanced technology fleet.

SunLine intends that successful applicants will be required to:

- Demonstrate the ability to work with little or no supervision, have knowledge of principles, practices and methods in the repair of advanced technology bus systems and equipment.
- Perform testing, diagnostics, and preventative maintenance in accordance with manufacturers specifications; *as well as* safety and regulatory requirements.

Qualifications will include:

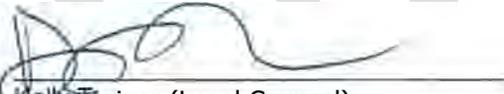
- Certification of ASE Certified Master Transit Bus Technician, proficiency in electric drive systems and hydrogen fuel cell, computer programs for electric drive systems and components.
- Ability to read and understand technical manuals and schematics; skillfully operate electronic test equipment with limited or no supervision.

Advanced Technology Technician will occupy two mechanic FTE's with one position on day shift and one position on swing shift. Pay progression to be determined.

During the next 12 months, SunLine Transit Agency and ATU 1277 will meet quarterly to develop and complete Advanced Technology Technician qualifications and timelines. The qualifications above are SunLine's and these will be discussed.


Lftiren Skiver
SunLine Transit Agency
StA _____ 7,
Date


Art Aguilar
ATU Local 1277
3/25/19 @ 5:41pm
Date


Kelly Trainer (Legal Counsel)
SunLine Transit Agency
11
Date

**SunLine Transit Agency and ATU Local 1277
2022 Negotiations
Side Letter of Agreement
March 21, 2023**

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") agree to changes to the following provisions in the 2022-2025 Memorandum of Understanding ("MOU"):

- The parties agree that no more than 55% of the MCO runs will have a split.

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RATIFICATION AND EXECUTION

SunLine and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union and adopted by SunLine's Board of Directors. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of SunLine and the Union. This MOU becomes effective on April 23, 2023.

SUNLINE TRANSIT AGENCY

AMALGAMATED TRANSIT
UNION LOCAL 1277

By: _____
Gloria Salazar
Interim CEO/General Manager

By: _____
Jeff Shaffer
President/Business Agent

DRAFT

SunLine Transit Agency

DATE: April 26, 2023 **INFORMATION**
TO: Board of Directors
FROM: Jill Plaza, Taxi/Contracted Transportation Services Administrator
RE: SunRide Cathedral City Service Overview

Background

The SunRide Cathedral City geo-fence was launched in September 2022. This zone covers approximately 5.13 miles, connecting to three (3) routes on the fixed route network, and serves over 18,000 residents.

Over the course of the past six (6) months, this zone has struggled to build ridership. Extensive marketing efforts have been done in an attempt to build brand awareness within this zone. Additionally, an analysis of the failed searches occurring within the zone have revealed expanding the zone to better serve the needs of the residents of Cathedral City should be considered, with 91 failed searches that were outside of the current zone boundaries.

As part of the May service change, the Cathedral City geo-fence will be expanded to the north to Vista Chino and to the east to Da Vall Drive down to Gerald Ford Drive. This expansion will increase the zone to 10.4 miles while serving over 44,500 residents. This expansion is cost neutral.

The expansion will be reviewed in July of 2023 to see if ridership has grown.

Attachment:

- [Item 16a](#) – SunRide Cathedral City Service Overview Presentation

SunRide Cathedral City Service Overview



ITEM 16
ATTACHMENT A



**Board of Directors
April 26, 2023**

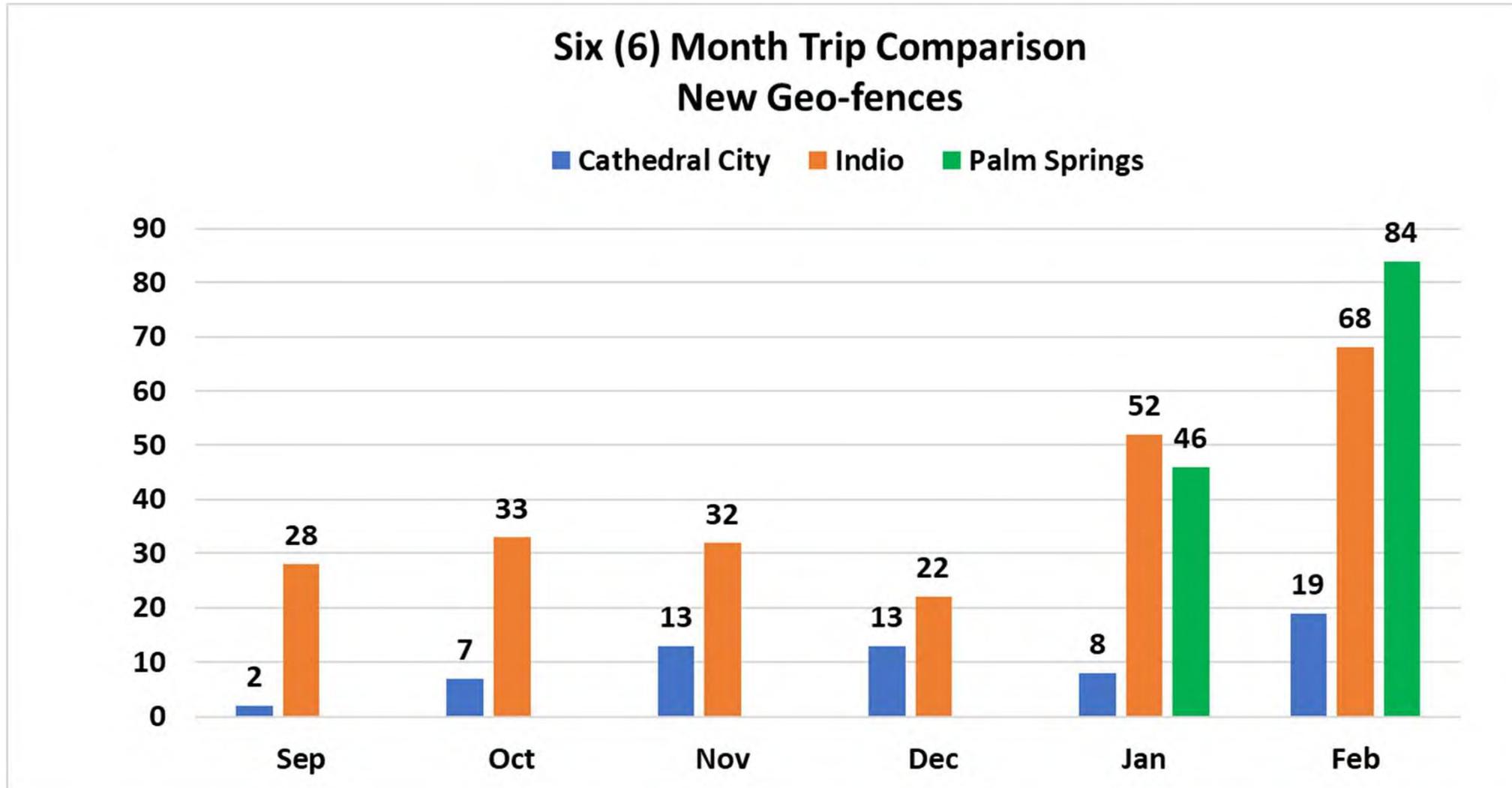
Cathedral City Geo-fence



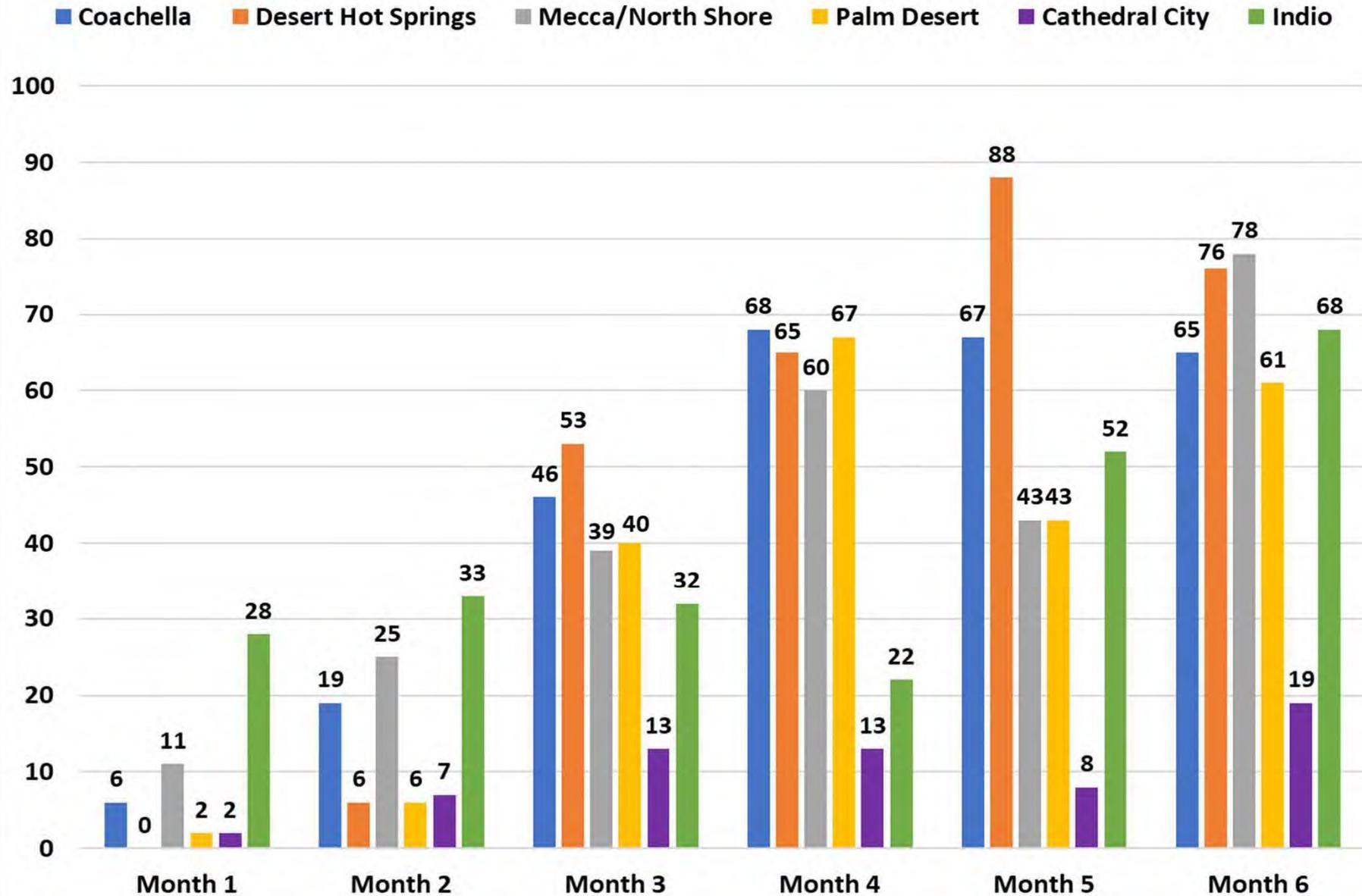
- Launched September 5, 2022
- Residents served: 18,600
- Zone covers 5.13 sq. miles
- Services 38 bus stops
- Connections to Fixed Routes 1WV, 2, and 4



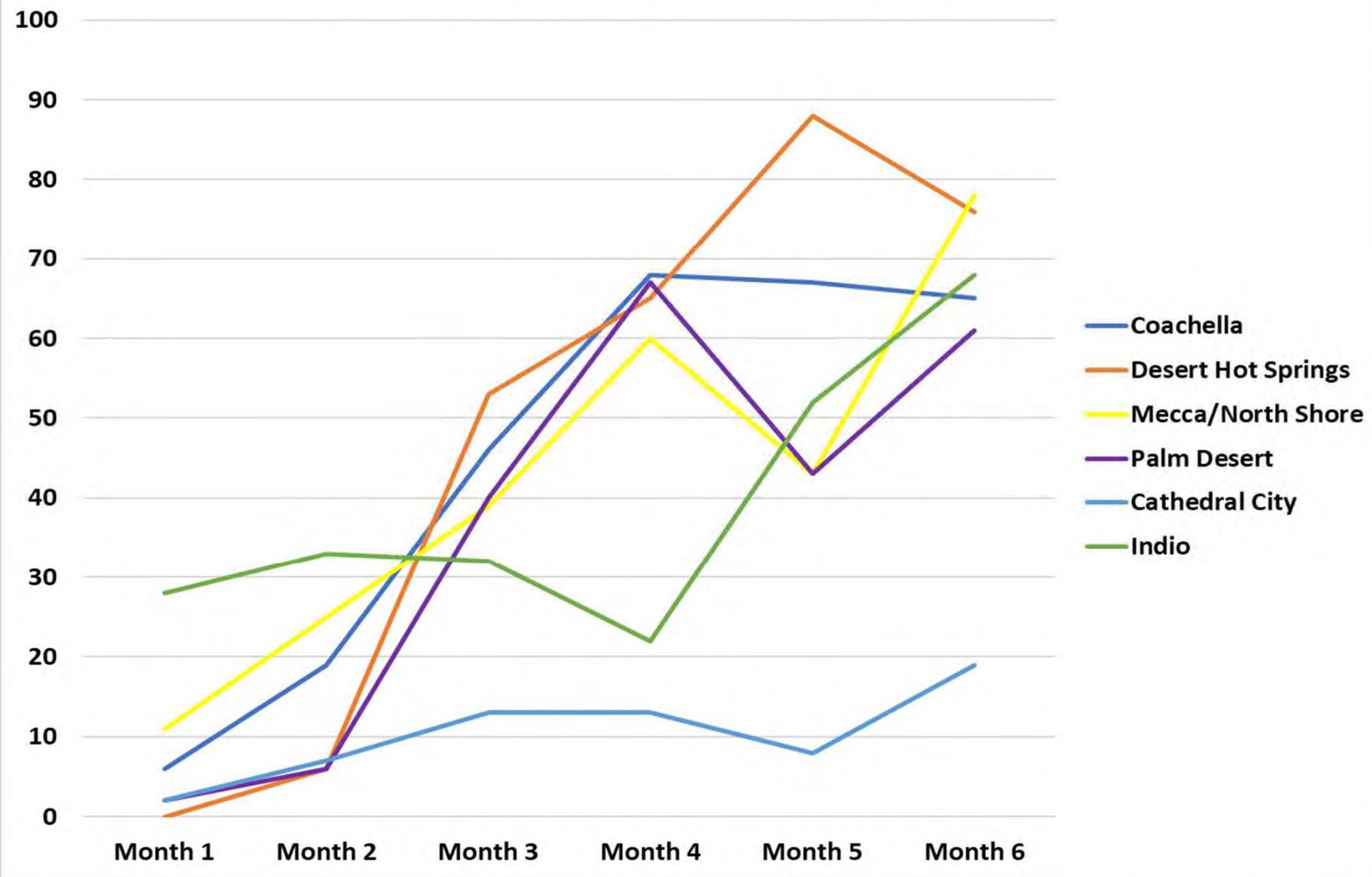
Trip Comparisons



Six Month Trip Comparison



Six (6) Month Trip Comparison Trends



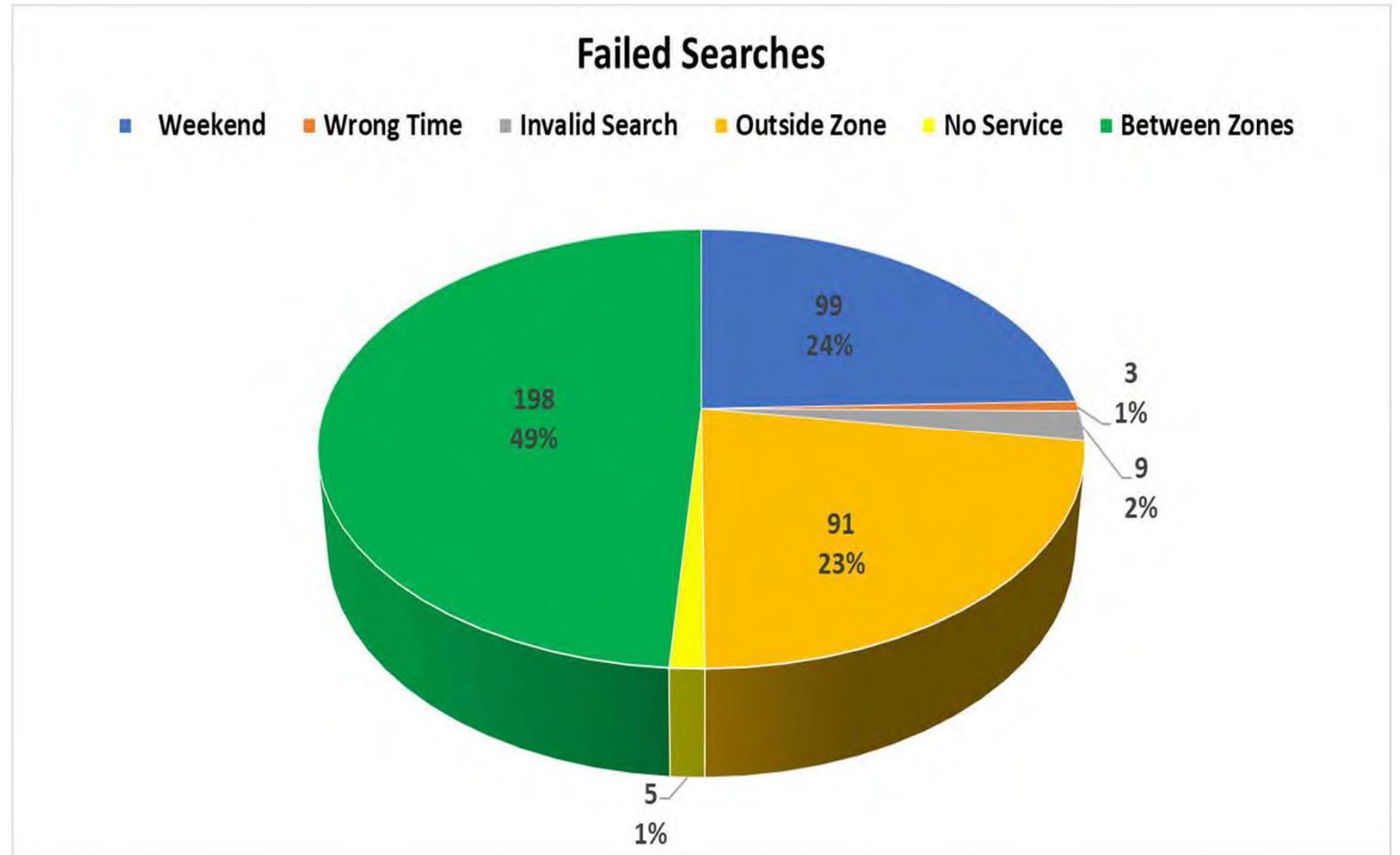
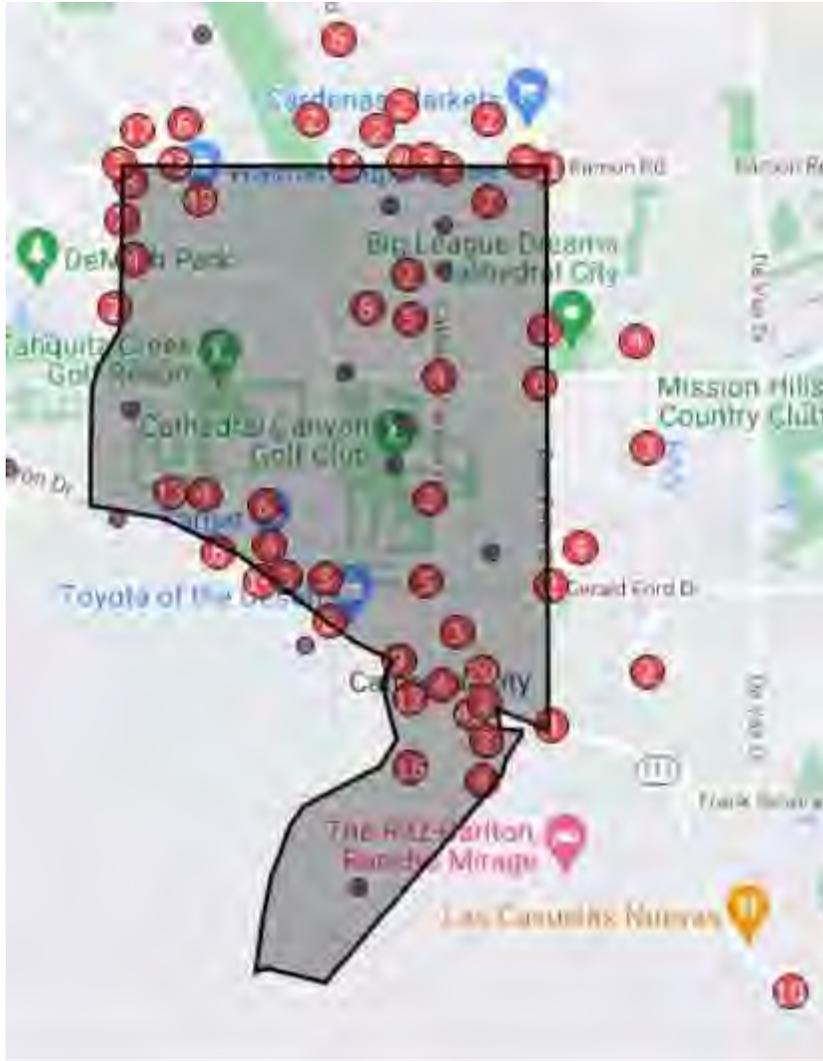
Marketing Efforts



- Polygon Advertising: Sept-Nov & Feb-April
- Digital Advertising: October – April
- Bus Shelter Ad
- Free Ride promos
- Outreach efforts
 - Stop 147 @ B Street with van
 - Halloween Spooktacular
 - Business Visitations – library, senior center, automobile dealers, hotels, social services, etc.



Failed Searches Heat Map



Proposed Expansion



- Proposed change
 - Extend north to Vista Chino and east to Da Vall Drive and south to Gerald Ford Drive
 - Other stops include:
 - 22 additional bus stops
 - Veteran's Village
 - Cardenas Market, Grocery Outlet, Stater Bros.
 - Schools (Rancho Mirage High, Cathedral City High, Nellie Coffman Middle School, Palm Valley School)



Q & A

