



SunLine Transit Agency/
 SunLine Services Group
 May 28, 2025
 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 of thirty (30) days after the meeting.

In compliance with the Brown Act, agenda materials distributed to the Board 72 business 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 disability-related modification(s) and/or interpreter services are needed to participate in a Board meeting. Notification of at least 72 business hours prior to the meeting time will assist staff in ensuring reasonable arrangements can be made to provide assistance at the meeting.

ITEM

RECOMMENDATION

1. CALL TO ORDER

Note: All items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.

2. FLAG SALUTE

ITEM

RECOMMENDATION

3. ROLL CALL

4. FINALIZATION OF AGENDA

5. 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 comments are limited to a maximum of three (3) minutes.

6. PUBLIC HEARING

- a) **Assembly Bill 2561 – Annual Vacancy**
(Presenter: Magali Jimenez, HR Specialist –
Recruitment)

INFORMATION
(PAGE 8-15)

7. CLOSED SESSION

- a) **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code section 54957.6
Agency designated representatives: Irma Rodriguez Moisa and Tamara Miles
Employee Organization: Amalgamated Transit Union, Local 1277

- b) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code section 54957(b)
Position: Chief Executive Officer/General Manager

8. RECONVENE TO OPEN SESSION AND REPORT OUT FROM CLOSED SESSION

9. PRESENTATIONS

10. BOARD MEMBER COMMENTS

RECEIVE COMMENTS

11. 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.

APPROVE

11a) Acceptance of Checks \$1,000 and Over Report for
March 2025

(PAGE 16-20)

<u>ITEM</u>	<u>RECOMMENDATION</u>
11b) Acceptance of Credit Card Statement for March 2025	(PAGE 21-38)
11c) Acceptance of Monthly Budget Variance Report for March 2025	(PAGE 39-43)
11d) Acceptance of Contracts Signed between \$25,000 and \$250,000 for March 2025	(PAGE 44-45)
11e) Acceptance of Union & Non-Union Pension Investment Asset Summary March 2025	(PAGE 46-57)
11f) Acceptance of Ridership Report for March 2025	(PAGE 58-61)
11g) Acceptance of SunDial Operational Notes for March 2025	(PAGE 62-64)
11h) Acceptance of Metrics for March 2025	(PAGE 65-84)
11i) Acceptance of Quarterly Capital Projects Update for 1 st Quarter Calendar Year 2025	(PAGE 85-89)
11j) Acceptance of Board Member Attendance Report for April 2025	(PAGE 90-91)
11k) Approval of Joint Board Meeting Minutes for April 23, 2025	(PAGE 92-97)
11l) Acceptance of SSG/SRA Checks \$1,000 and Over Report for March 2025	(PAGE 98-99)
11m) Acceptance of Taxi Trip Data Report – March 2025	(PAGE 100-101)
11n) Acceptance of SSG Monthly Budget Variance Report for March 2025	(PAGE 102-104)
12. AWARD OF CONTRACT FOR COMPREHENSIVE OPERATIONAL ANALYSIS SERVICES (Lynn Malotto, Chair of Finance/Audit Committee; Staff: Paul Mattern, Chief Planning Officer)	APPROVE (PAGE 105-106)
13. REVISED ADVERTISING POLICY (John Peña, Chair of Board Operations Committee; Staff: Edith Hernandez, Director of Board and Legislative Affairs)	APPROVE (PAGE 107-117)
14. APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT WITH AMALGAMATED TRANSIT UNION, LOCAL 1277 (Staff: Tamara Miles, Chief of Human Relations)	APPROVE (PAGE 118-322)
15. OPTIONS – VISION STATEMENT (Staff: Greg Wildman, Chief of Strategic Alignment)	APPROVE (PAGE 323-324)

ITEM

RECOMMENDATION

- 16. REVIEW AND DISCUSSION OF SUNLINE FUNDING AND THE DRAFT FY26 OPERATING AND CAPITAL BUDGET**
(Lynn Malotto, Chair of Finance/Audit Committee;
Staff: Luis Garcia, Chief Financial Officer)

DISCUSSION
(PAGE 325-326)

- 17. SUNLINE REGULATORY ADMINISTRATION DRAFT FY26 BUDGET**
(Glenn Miller, Chair of Taxi Committee;
Staff: Luis Garcia, Chief Financial Officer)

DISCUSSION
(PAGE 327)

- 18. 2025 MUSIC FESTIVAL SEASON REPORT**
(Glenn Miller, Chair of Taxi Committee;
Staff: Jill Plaza, Taxi/Contracted Transportation Services Administrator)

INFORMATION
(PAGE 328-336)

- 19. UPCOMING ELECTION OF OFFICERS**
(Staff: Vanessa Ordorica, Clerk of the Board)

INFORMATION
(PAGE 337-339)

- 20. LEGISLATIVE UPDATE FOR MAY 2025**
(Staff: Edith Hernandez, Director of Board and Legislative Affairs)

INFORMATION
(PAGE 340-346)

- 21. CEO/GENERAL MANAGER'S REPORT**

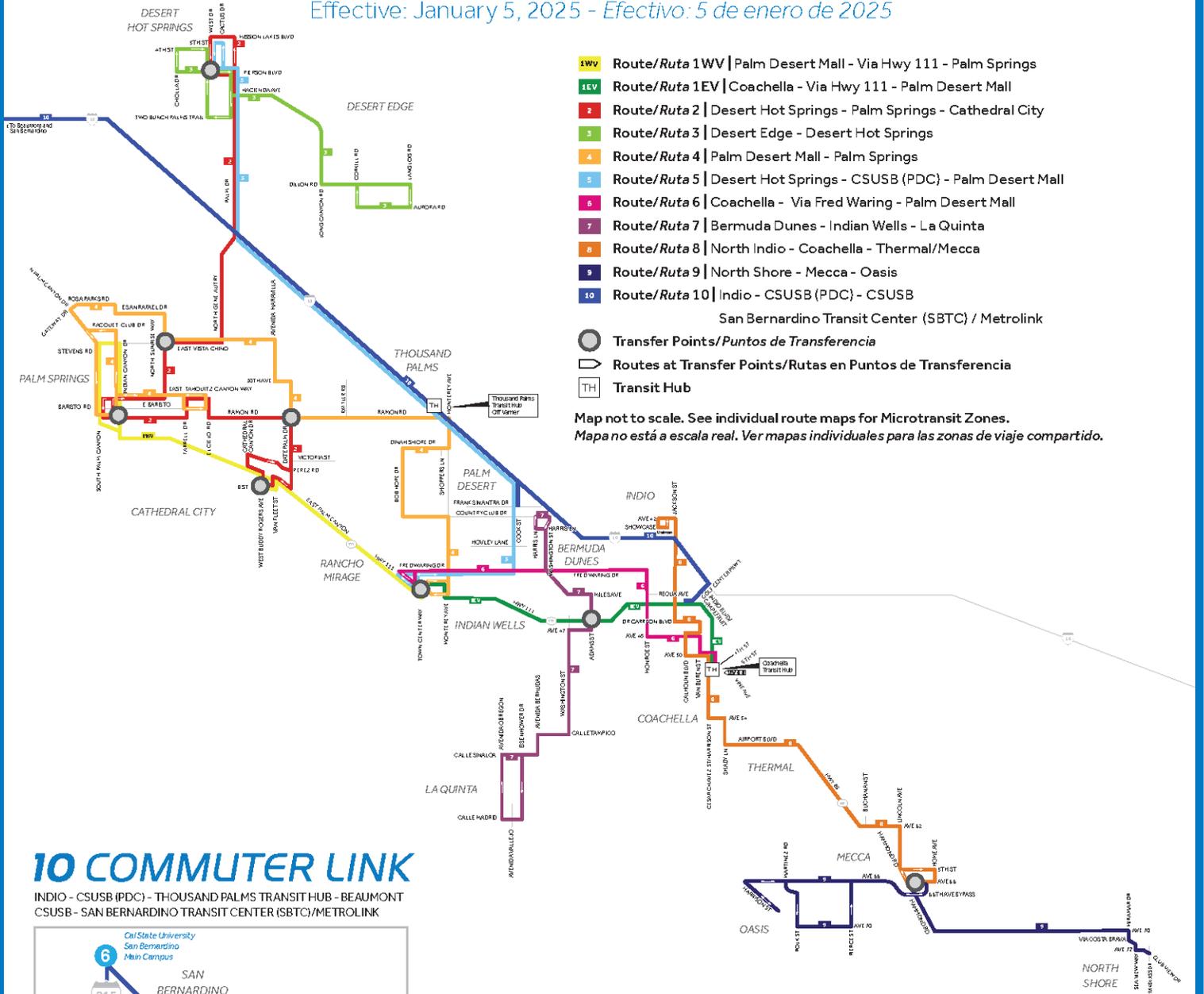
- 22. NEXT MEETING DATE**

June 25, 2025 at 12 p.m.
Board Room
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

- 23. ADJOURN**

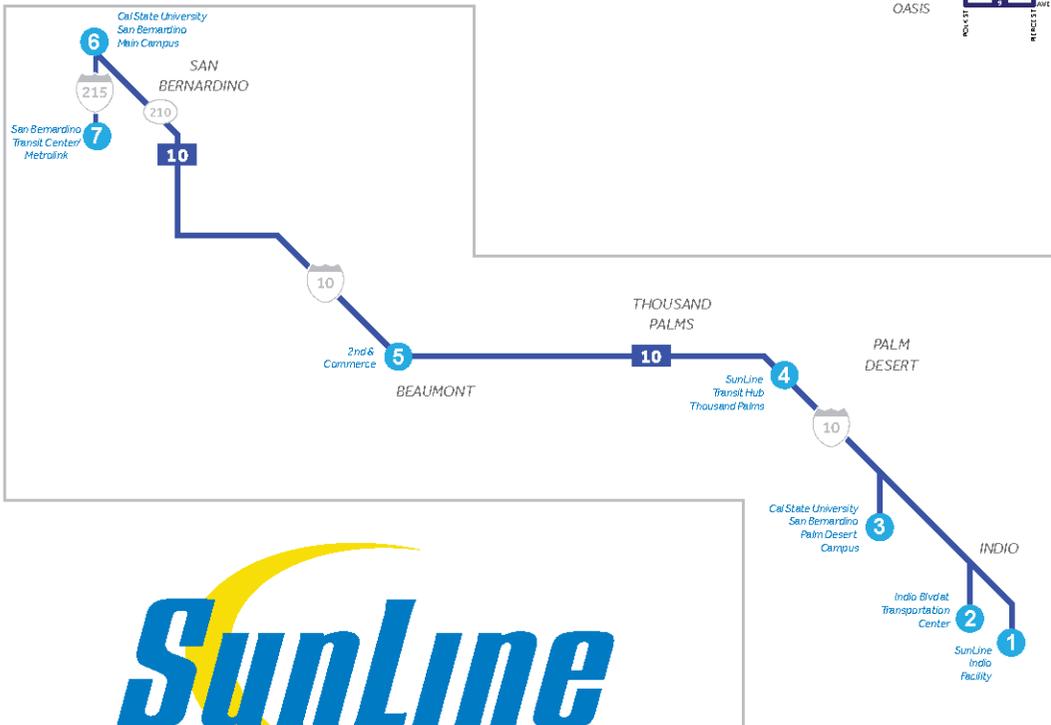
SYSTEM MAP - MAPA DEL SISTEMA

Effective: January 5, 2025 - Efectivo: 5 de enero de 2025



10 COMMUTER LINK

INDIO - CSUSB (PDC) - THOUSAND PALMS TRANSIT HUB - BEAUMONT
 CSUSB - SAN BERNARDINO TRANSIT CENTER (SBTC)/METROLINK



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SunLine Transit Agency

ACRONYMS LIST OF TRANSPORTATION TERMS

Last Updated: 02/18/2025

#		CTA	California Transit Association
5307	FTA Section 5307: Urbanized Area Formula Grants	CTC	California Transportation Commission
5310	FTA Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities	CTSA	Consolidated Transportation Services Agency
		D	
5311	FTA Section 5311: Formula Grants for Rural Areas	DBE	Disadvantaged Business Enterprise
5339	FTA Section 5339: Bus and Bus Facilities Formula Grants	DC	Direct Current
		DRS	Demand Response Service
A		DOT	Department of Transportation
A&E	Architect and Engineering	DPSS	Department of Public Social Services
AC	Alternating Current	E	
ATU	Amalgamated Transit Union	EA	Environmental Assessment
ADA	Americans with Disabilities Act	EAM	Enterprise Asset Management
AHSC	Affordable Housing and Sustainable Communities	EEO	Equal Employment Opportunity
APC	Automated Passenger Counting	EIR	Environmental Impact Report
APTA	American Public Transit Association	EPA	Environmental Protection Agency
ATP	Active Transportation Program	ERMA	Employee Risk Management Authority
AVL	Automated Vehicle Location System	ERP	Enterprise Resource Planning
AFC	Automatic Fare Collection	ETO	Earned Time Off
AVA	Automatic Voice Announcement	EFP	Electronic Fare Payment
AV	Autonomous Vehicle	EV	Electric Vehicle
		F	
B		FCEB/FCB	Fuel Cell Electric Bus
BAFO	Best and Final Offer	FFY	Federal Fiscal Year
Bar	Metric Unit of Pressure (100 kPa)	FHWA	Federal Highway Administration
BEB	Battery Electric Bus	FMCSA	Federal Motor Carrier Safety Administration
BRT	Bus Rapid Transit	FTA	Federal Transit Administration
BUILD	Better Utilizing Investments to Leverage Development	FTE	Full-Time Equivalent
C		FTIP	Federal Transportation Improvement Program
CAD	Computer-Aided Dispatch	FM/LM	First Mile/Last Mile
CalACT	California Association for Coordinated Transportation	FY	Fiscal Year
CalOES	California Office of Emergency Services	G, H, I, J, & K	
CalSTA	California State Transportation Agency	GTFS	General Transit Feed Specifications
Caltrans	California Department of Transportation	GTFS-RT	General Transit Feed Specifications Realtime
Cap-and-Trade	California's Cap-and-Trade Program	GFI	Gen-fare Industries Farebox
CARB	California Air Resources Board	GGE	Gallons of Gas Equivalent
CBA	Collective Bargaining Agreement	GHG	Greenhouse Gas
CEC	California Energy Commission	GPS	Global Positioning System
CEQA	California Environmental Quality Act	GTFS	General Transit Feed Specification
CFR	Code of Federal Regulations	H2	Hydrogen
CI	Carbon Intensity	HOV	High-Occupancy Vehicle
CIG	Capital Investment Grants Program	ICT	Innovative Clean Transit
CIP	Capital Improvement Program	ITS	Intelligent Transport System
CMAQ	Congestion Mitigation and Air Quality Improvement Program	IFB	Invitation for Bid
CNG	Compressed Natural Gas	IJA	Infrastructure Investment and Jobs Act
CO	Change Order	ITS	Intelligent Transportation Systems
CO2	Carbon Dioxide	JPA	Joint Powers Authority
CVAG	Coachella Valley Association-Government	Kg	Kilogram
CTAA	Community Transportation Association of America	kPa	Kilopascal (1,000 Pa)
COA	Comprehensive Operational Analysis	KPI	Key Performance Indicator
COLA	Cost of Living Adjustment	kW	Kilowatts (1,000 watts)
COVID-19	Coronavirus	Kwh	Kilowatt Hour
		L	
CRRSAA	Coronavirus Response and Relief Supplemental Appropriations Act	LCFS	Low Carbon Fuel Standard
CSUSB	California State University, San Bernardino	LCTOP	Low Carbon Transit Operations Program
		LH2	Liquid Hydrogen

LOI	Letter of Intent	S RTP	Short Range Transit Plan
LOS	Level of Service	STA	State Transit Assistance Fund
LOU	Letter of Understanding	STBG	Surface Transportation Block Grant Program
Low No	Low or No Carbon Emissions Program	STIP	State Transportation Improvement Program
L RTP	Long Range Transportation Plan	T	
L TF	Local Transportation Fund	TAC	Technical Advisory Committee
M, N, & O		TAM	Transit Asset Management
MCI	Motor Coach Industries	TCP	Transit Capital Priorities
MCO	Motor Coach Operator	TDA	Transportation Development Act
Measure A	Measure A Funding	TDM	Transportation Demand Management
MOD	Mobility on Demand	TIP	Transportation Improvement Program
MOU	Memorandum of Understanding	TIRCP	Transit and Intercity Rail Capital Program
MPO	Metropolitan Planning Organization	TNC	Transportation Network Company
MSDS	Material Safety Data Sheet	TOD	Transit-Oriented Development
mW	Megawatt (1,000,000 watts)	TSI	Transportation Safety Institute
mWh	Megawatt Hour	TSP	Transit Signal Priority
NAAQS	National Ambient Air Quality Standards	U, V, W, X, Y, Z	
NEPA	National Environmental Policy Act	USDOT	United States Department of Transportation
NIMS	National Incident Management System	UPT	Unlinked Passenger Trips
NOFA	Notice of Funding Availability	VCR	Vehicle Condition Report
NOFO	Notice of Funding Opportunity	VMT	Vehicle Miles Traveled
NTD	National Transit Database	VTO	Vacation Time Off
NTP	Notice to Proceed	YTD	Year to Date
NTSB	National Transportation Safety Board	ZEB	Zero-Emission Bus
O&M	Operations and Maintenance		
OSHA	Occupational Safety and Health Administration		
OBC	On-Board Communication		
OTP	On-Time Performance		
P & Q			
Pa	Pascal		
PPRH	Passenger Per Revenue Hour		
PIS	Passenger Information System		
PAC	Public Advisory Committee		
PEM	Proton Exchange Membrane (H ₂)		
PEPRA	Public Employer Pension Reform Act		
PERMA	Public Entity Risk Management Authority		
PLD	Paid Leave Day		
PM	Preventative Maintenance		
PNR	Park & Ride		
PO	Purchase Order		
PPE	Personal Protective Equipment		
PPRH	Passengers per Revenue Hour		
PSI	Pounds per Square Inch		
PTASP	Public Transportation Agency Safety Plan		
R & S			
RAISE	Rebuilding American Infrastructure with Sustainability and Equity		
RCTC	Riverside County Transportation Commission		
RFP	Request for Proposals		
RFQ	Request for Quotation		
RFS	Renewable Fuel Standard		
RIN	Renewable Identification Number		
RVH	Revenue Vehicle Hours		
RVM	Revenue Vehicle Miles		
SBTC	San Bernardino Transit Center		
SCAG	Southern California Association of Governments		
SGR	State of Good Repair		
SMR	Steam Methane Reforming (H ₂)		
SMS	Safety Management System		
SOP	Standard Operating Procedure		
SOW	Scope of Work		

Assembly Bill 2561 - Annual Vacancy

Presented by: Magali Jimenez
May 28, 2025

Assembly Bill 2561 (AB 2561)

- California Legislative determined job vacancies can be a significant problem in the public sector
- Increase transparency and allows employee organizations and the public to participate in the discussions about job vacancies
- Requires public agencies to present the status of job vacancies and recruitment/retention efforts at a public hearing once per fiscal year before budget adoption
- Special Requirements for Significant Vacancies
 - SunLine Transit Agency does not meet or exceed 20% of the total number of full-time positions within a single bargaining unit
 - Total percent of vacant positions: 8%

Amalgamated Transit Union Local 1277 (ATU)

- 234 members
- Percentage of represented staff: 66%
- Positions represented: Bus operators and Maintenance staff

Teamsters Local 1932

- 47 members
- Percentage of represented staff: 13%
- Positions represented: Finance, Safety, and Transportation staff

Finance

- Accounting & Financial Reporting Manager (1)
- Deputy Chief Financial Officer (1)
- Contracts Administrator (1)

Maintenance

- Engine Rebuilder (1)
- Mechanic (2)
- Senior Administrative Assistant (1)
- Senior Maintenance Supervisor (1)
- Utility (1)

Strategic Alignment

- Operations Design Analyst (1)

Transportation

- Field Supervisor (1)
- Motor Coach Operator (16)
- Paratransit Operator (4)
- Paratransit Reservationist (1)





Recruitment Efforts

Hiring Committee

- Employees from various departments, including a bus operator
- Bi-weekly meetings

Marketing

- Promoting open positions on social media
- Flyers
- Eye on the Desert Segment – April 22, 2025

Job Postings

- Government Jobs, LinkedIn, Indeed, CalJobs, Transit Intelligence, and Transit Talent
- Handshake: local colleges and universities

Outreach Events

- Valley-Wide Employment Expo
- College of the Desert Career Fairs
- California State University, San Bernardino Career Fairs
- Local High School Career Days
- Olive Crest Opportunity Day
- Workforce Development Center Job Fairs

On-Site Bus Operator Hiring Events

- September & October 2024
- May 2025

KL2 Connects

- Executive level recruitment

Compensation

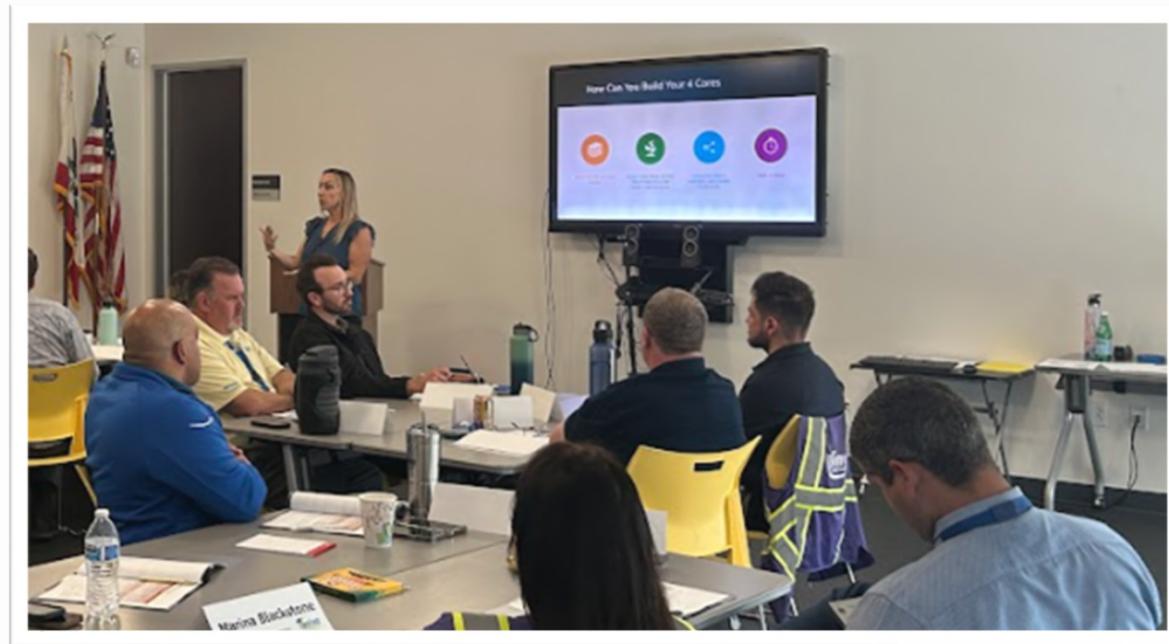
- 2024 compensation study

Leadership Development

- SunLine University

Insight Strategies

- Positive workplace culture
- Improved communication/outreach
- Relationship building
- Strategic planning
- Performance management system



Mentorship Program – High Road Training Partnership

- Joint program between the Amalgamated Transit Union (ATU) and SunLine Transit Agency
- Development of Apprenticeship Programs for Operations and Maintenance to provide a skilled and knowledgeable pool of qualified candidates
- Career ladders as a pathway to greater opportunities
- Supports the development of Peer-Mentoring programs
- Peer mentoring to assist new drivers to overcome challenges they may encounter when working in transit
- To better support front-line workers leading to increased job satisfaction and retention
- Program funding provided by California Transit Works (CTW)



SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Checks \$1,000 and Over Report March 2025

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.

- The table below identifies the checks \$50,000 and over in the month of March which required signature from the Chair or Vice Chair.

Vendor	Check #	Amount
<i>Integrated Cryogenic Solutions LLC</i>	699222	\$137,779.29
<i>Clever Devices LTD</i>	699217	\$125,194.49
<i>Integrated Cryogenic Solutions LLC</i>	699171	\$116,710.84
<i>EAM Solutions LLC</i>	699219	\$69,502.00
<i>Gillig Inc</i>	699220	\$67,758.27
<i>Dahl, Taylor and Associates Inc</i>	699218	\$62,975.56
<i>Hanson Bridgett LLP</i>	699221	\$56,497.00

Recommendation:

Approve.

**SunLine Transit Agency
Checks \$1,000 and Over
March 2025**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
CALPERS	Group Health Premiums	699147	03/19/2025	430,924.15
INTEGRATED CRYOGENIC SOLUTIONS LLC	Fuel-Liquid Hydrogen	699222	03/24/2025	137,779.29
CLEVER DEVICES LTD.	Radio System Replacement	699217	03/24/2025	125,194.49
INTEGRATED CRYOGENIC SOLUTIONS LLC	Fuel-Liquid Hydrogen	699171	03/19/2025	116,710.84
U.S. BANK INSTITUTIONAL TRUST-WESTERN	Pension Deposit	699070	03/05/2025	85,974.16
U.S. BANK INSTITUTIONAL TRUST-WESTERN	Pension Deposit	699290	03/26/2025	85,799.76
EAM SOLUTIONS, LLC	Computer/Network Software Agreement	699219	03/24/2025	69,502.00
GILLIG LLC	WIP- Hydrogen FC Buses Door Barrier- Project Acct#2401-01	699220	03/24/2025	67,758.27
DAHL, TAYLOR AND ASSOCIATES, INC.	WIP- Indio CNG Station Upgrade- Project Acct#2210-00	699218	03/24/2025	62,975.56
IMPERIAL IRRIGATION DIST	Utilities	699169	03/19/2025	56,968.61
HANSON BRIDGETT LLP	Legal Service	699221	03/24/2025	56,497.00
SO CAL GAS CO.	Utilities	699126	03/12/2025	51,862.90
METLIFE	Supplement Benefits LTD/STD/LIFE/Dental Ins Premium	699185	03/19/2025	46,145.70
HEPTAGON SEVEN CONSULTING, INC.	WIP- Coachella Transit Hub- Project Acct#2212-00	699167	03/19/2025	36,591.85
ATKINSON, ANDELSON, LOYA RUUD AND ROMO	Legal Service	699080	03/12/2025	33,548.03
MICHELIN NORTH AMERICA, INC.	Lease Tires Services	699186	03/19/2025	32,401.03
JOHN F. KENNEDY MEMORIAL FOUNDATION	Membership & Subscriptions	699269	03/26/2025	27,500.00
SONSRAY FLEET SERVICES	Inventory Repair Parts	699207	03/19/2025	24,581.32
TEC EQUIPMENT, INC.	Inventory Repair Parts	699068	03/05/2025	24,457.28
HELIXSTORM	Contracted Services	699263	03/26/2025	23,470.10
SONSRAY FLEET SERVICES	Inventory Repair Parts	699131	03/12/2025	22,073.15
NAPA AUTO PARTS	Inventory Repair Parts	699274	03/26/2025	21,797.26
VERIZON WIRELESS	Wireless Telephone Service	699073	03/05/2025	21,138.35
TYLER TECHNOLOGIES, INC.	Computer/Network Software Agreement	699210	03/19/2025	20,935.48
HANSON BRIDGETT LLP	Legal Service	699165	03/19/2025	19,755.08
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	699296	03/26/2025	19,704.27
NFI PARTS	Inventory Repair Parts	699224	03/26/2025	18,642.57
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	699074	03/05/2025	18,449.19
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	699216	03/19/2025	18,393.98
VERIZON WIRELESS	Wireless Telephone Service	699135	03/12/2025	18,238.03
MOORE & ASSOCIATES, INC.	WIP-Feasibility Studies- Project Acct#2514-02	699272	03/26/2025	17,762.31
CV STRATEGIES	Contracted Services	699250	03/26/2025	16,850.00
CENTER FOR TRANSPORTATION AND THE	WIP-Liquid Hydrogen Refueling -Project Acct#2211-02	699089	03/12/2025	13,508.64
NAPA AUTO PARTS	Inventory Repair Parts	699052	03/05/2025	11,773.27
INTEGRATED CRYOGENIC SOLUTIONS LLC	Contracted Services	699267	03/26/2025	10,773.89
RED HAWK SERVICES INC	Repair Claims	699283	03/26/2025	10,731.41
NFI PARTS	Inventory Repair Parts	699075	03/12/2025	10,395.81
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	699201	03/19/2025	10,328.52
DIAMOND MANUFACTURING, INC.	Paratransit Repair Parts	699251	03/26/2025	10,092.90

**SunLine Transit Agency
Checks \$1,000 and Over
March 2025**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
GILLIG LLC	WIP- Hydrogen FC Buses Door Barrier- Project Acct#2423-01	699163	03/19/2025	9,679.75
DYNAMIC BUILDING MAINTENANCE INC	Janitorial Services	699153	03/19/2025	9,349.00
SHAW YODER ANTWIHI SCHMELZER & LANGE, INC	Consulting	699204	03/19/2025	9,000.00
INSIGHT STRATEGIES INC	Consulting	699170	03/19/2025	8,775.00
CDW GOVERNMENT, INC	Computer Supplies	699244	03/26/2025	8,413.64
JE STRATEGIES LLC	Consulting	699176	03/19/2025	8,386.71
ANDREA CARTER & ASSOCIATES	Marketing & Communication Services	699233	03/26/2025	8,017.50
AVAIL TECHNOLOGIES	Inventory Repair Parts	699237	03/26/2025	7,773.78
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	699121	03/12/2025	7,762.78
CV STRATEGIES	Contracted Services	699150	03/19/2025	7,518.75
ROBERT HALF	Temporary Help	699120	03/12/2025	7,495.92
FRANKLIN TRUCK PARTS, INC	Inventory Repair Parts	699029	03/05/2025	7,216.12
SAFETY-KLEEN CORPORATION	Contract Svc-Haz Waste Removal	699122	03/12/2025	7,030.27
PRUDENTIAL OVERALL SUPPLY	SunLine Events Expense	699281	03/26/2025	6,926.21
4IMPRINT, INC.	Employee Expense	699137	03/19/2025	6,885.91
COAST COMPRESSOR COMPANY	Repair Parts-Hydrogen	699240	03/26/2025	6,587.57
TRANSIT AND COACH PARTS	Inventory Repair Parts	699209	03/19/2025	6,405.74
AMALGAMATED TRANSIT UNION	Union Dues	699010	03/05/2025	6,399.32
AMALGAMATED TRANSIT UNION	Union Dues	699228	03/26/2025	6,302.80
JOSEPH LYNN FRIEND	Contracted Services	699175	03/19/2025	6,150.00
ROBERT HALF	Temporary Help	699200	03/19/2025	6,120.40
SOCALGAS	Utilities	699127	03/12/2025	6,069.32
PROMELI MEDIA, LLC	SunLine Events Expense	699148	03/19/2025	5,999.00
VIRGINKAR AND ASSOCIATES, INC.	WIP-Upgrade for CAD/AVL System-Project Acct#2309-00	699293	03/26/2025	5,399.20
PLANETBIDS, INC.	Computer/Network Software Agreement	699116	03/12/2025	5,149.49
TPX COMMUNICATIONS	Communication Service	699208	03/19/2025	5,013.13
MAGNUM ELECTRONICS, INC.	WIP- Radio System Replacement- Project Acct#1905-01	699047	03/05/2025	4,751.67
ANDREA CARTER & ASSOCIATES	Marketing & Communication Services	699014	03/05/2025	4,672.50
MITECH CONTROLS INC.	Inventory Repair Parts	699187	03/19/2025	4,422.06
GENFARE, LLC	Printing Expense	699161	03/19/2025	4,392.46
FASTENAL COMPANY	Small Tools & Equipment	699255	03/26/2025	4,375.92
COACH GLASS	Inventory Repair Parts	699173	03/19/2025	4,187.00
RIDECO US INC	SunRide Ride Share Expenses	699284	03/26/2025	3,991.50
FRANKLIN TRUCK PARTS, INC	Inventory Repair Parts	699257	03/26/2025	3,896.62
US BANK VOYAGER FLEET SYSTEMS	Unleaded/Diesel Fuel	699134	03/12/2025	3,887.88
GENFARE, LLC	Inventory Repair Parts	699031	03/05/2025	3,872.79
JIM'S DESERT RADIATOR AND A/C SERVICE	Inventory Repair Parts	699152	03/19/2025	3,844.19
GARON WYATT INVESTIGATIVE SERVICES, LLC.	Insurance Loss	699030	03/05/2025	3,795.75
FPS SPECIALISTS IN FIRE SYSTEMS	Contracted Services	699268	03/26/2025	3,650.00

**SunLine Transit Agency
Checks \$1,000 and Over
March 2025**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
PLAZA TOWING, INC.	Towing Services	699061	03/05/2025	3,625.00
ROBERT HALF	Temporary Help	699286	03/26/2025	3,542.47
FORENSIC DRUG TESTING SERVICES	Alcohol & Drug Testing	699158	03/19/2025	3,357.80
GENFARE, LLC	Printing Expense	699259	03/26/2025	3,297.84
CHARTER COMMUNICATIONS	Utilities	699129	03/12/2025	3,271.49
AMAZON CAPITAL SERVICES, INC	Facility Maintenance	699229	03/26/2025	3,125.10
SOUTHERN CALIFORNIA REGIONAL TRANSIT	Center of Excellence Workshop	699128	03/12/2025	3,125.00
FULTON DISTRIBUTING	Facility Maintenance	699026	03/05/2025	3,026.42
PRUDENTIAL OVERALL SUPPLY	Uniforms	699062	03/05/2025	2,751.82
DAVID RZEPINSKI CONSULTING	Consulting	699151	03/19/2025	2,730.00
PALM SPRINGS MOTORS, INC.	Inventory Repair Parts	699193	03/19/2025	2,685.01
PASTION INDUSTRIES, INC	Radio Repeater Hill Top Rental	699195	03/19/2025	2,590.00
QUINCY COMPRESSOR LLC	Facility Maintenance	699118	03/12/2025	2,568.86
CALIFORNIA STATE DISBURSEMENT UNIT	Garnishment	699018	03/05/2025	2,542.28
FRONTIER COMMUNICATIONS	Utilities- OPS Bldg	699160	03/19/2025	2,500.00
HYDROGEN FUEL CELL PARTNERSHIP	Membership & Subscriptions	699168	03/19/2025	2,500.00
AMAZON CAPITAL SERVICES, INC	Office Supplies	699077	03/12/2025	2,400.27
CALIFORNIA STATE DISBURSEMENT UNIT	Garnishment	699241	03/26/2025	2,373.82
ANDERSON COMMUNICATIONS	Radio Repeater Hill Top Rental	699141	03/19/2025	2,205.02
HOME DEPOT CREDIT SERVICES	Bus Stop Supplies	699265	03/26/2025	2,139.92
KELLY SPICERS STORES	Copy Paper	699045	03/05/2025	2,111.90
HOME DEPOT CREDIT SERVICES	Facility Maintenance	699036	03/05/2025	2,028.86
C V WATER DISTRICT	Utilities	699249	03/26/2025	2,026.06
VALLEY OFFICE EQUIPMENT, INC.	Copier Service	699211	03/19/2025	2,019.67
BURRTEC WASTE & RECYCLING SERVICES	Trash Service	699144	03/19/2025	1,991.29
EDNA PARADA	Reimbursement Expense	699098	03/12/2025	1,955.28
JOHN SOWERS	Reimbursement Expense	699105	03/12/2025	1,860.00
OPW FUELING COMPONENTS	SunFuels Inventory Repair Parts	699279	03/26/2025	1,835.51
OMNITRACS, LLC	General Services	699058	03/05/2025	1,820.00
EDITH HERNANDEZ	Reimbursement Expense	699154	03/19/2025	1,803.93
HARTFORD FIRE INSURANCE COMPANY	Annual Insurance Premium	699261	03/26/2025	1,796.00
QUALITY LOGO PRODUCTS, INC.	SunLine Events Expense	699282	03/26/2025	1,712.27
HEPTAGON SEVEN CONSULTING, INC.	WIP-Upgrade to Gate & Guard Shack-Project Acct#2202-00	699264	03/26/2025	1,700.00
SECTRAN SECURITY INC.	Bank Adjustment Fees	699123	03/12/2025	1,651.37
TOTAL CARE WORK INJURY CLINIC	Medical Exam & Testing	699215	03/19/2025	1,600.00
WALTER WATCHER	Reimbursement Expense	699212	03/19/2025	1,593.93
BROADLUX, INC.	Contract Services-General	699081	03/12/2025	1,576.00
BURRTEC WASTE & RECYCLING SERVICES	Trash Service	699145	03/19/2025	1,551.90
MONA BABAUTA	Reimbursement Expense	699111	03/12/2025	1,551.34

**SunLine Transit Agency
Checks \$1,000 and Over
March 2025**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
TEC EQUIPMENT, INC.	Inventory Repair Parts	699289	03/26/2025	1,534.38
C V WATER DISTRICT	Utilities	699021	03/05/2025	1,530.35
RICON CORPORATION	Repair Parts-Fixed Route	699119	03/12/2025	1,486.22
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	699287	03/26/2025	1,454.72
BALLARD POWER SYSTEMS	Consulting	699142	03/19/2025	1,400.00
HARTFORD FIRE INSURANCE COMPANY	Annual Insurance Premium	699035	03/05/2025	1,385.00
ESTES EXPRESS LINES	Shipping Service	699155	03/19/2025	1,280.16
IMPERIAL IRRIGATION DIST	Utilities	699039	03/05/2025	1,276.15
GRAINGER	Equipment Repair-Shop Equipment	699164	03/19/2025	1,255.15
LANGUAGELINE SOLUTIONS	Translation Services	699178	03/19/2025	1,220.12
ON THE FLY TERMITE AND PEST CONTROL	Pest Control Services	699190	03/19/2025	1,192.00
RIDE COACH AND BUS	Inventory Repair Parts	699084	03/12/2025	1,167.77
ABSOLUTE SELF STORAGE	Storage Rental	699223	03/26/2025	1,152.00
TEAMSTERS LOCAL 1932	Union Dues	699067	03/05/2025	1,103.49
TEAMSTERS LOCAL 1932	Union Dues	699288	03/26/2025	1,093.28
COACH AND EQUIPMENT MFG CORP	Inventory Repair Parts	699247	03/26/2025	1,092.63
GRAINGER	Air Conditioning Expenses	699260	03/26/2025	1,070.76
CUMMINS SALES AND SERVICE	Repair Parts-Fixed Route	699093	03/12/2025	1,050.00
ALPHA MEDIA LLC	Advertising	699138	03/19/2025	1,050.00
CHRIS ALLEN VERES	Inventory Repair Parts	699245	03/26/2025	1,024.98
OCTAVIO MENDOZA	Reimbursement Expense	699277	03/26/2025	1,000.00
PLAZA TOWING, INC.	Towing Services	699197	03/19/2025	1,000.00
Total Checks Over \$1,000	\$2,264,916.69			
Total Checks Under \$1,000	\$44,139.81			
Total Checks	\$2,309,056.50			

SunLine Transit Agency

CONSENT CALENDAR

DATE: May 28, 2025

APPROVE

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Credit Card Statement for March 2025

Summary:

The attached report summarizes the Agency's credit card expenses for March 2025. The report summarizes transactions for the credit cards which align with the statement closing date of March 31, 2025.

Recommendation:

Approve.

SunLine Transit Agency Visa Credit Card Statement

Closing Date: 03/31/2025

Name on Card: Ray Stevens (Procurement Card)

	Trans. Date	Post. Date	Name	Detail-Description	Credits	Charges
1	02/27/25	3/3/2025	Hyatt	California Transit Works Conference Francisco Ojeda - Lodging Expense		\$ 923.80
2	02/27/25	3/3/2025	Hyatt	California Transit Works Conference Norma Hernandez - Lodging Expense		\$ 923.80
3	02/28/25	3/3/2025	United	Think Transit 2025 Conference Sean Harrington - Flight Expense		\$ 495.36
4	02/28/25	3/3/2025	United	Think Transit 2025 Conference Sean Harrington - Flight Expense - Seat Charge		\$ 26.99
5	02/28/25	3/3/2025	Trapeze	Think Transit 2025 Conference Sean Harrington - Registration Fee		\$ 1,500.00
6	02/28/25	3/3/2025	United	Think Transit 2025 Conference Sean Harrington - Flight Expense - Seat Charge		\$ 29.99
7	03/03/25	3/4/2025	Expedia	Think Transit 2025 Conference Sean Harrington -Lodging Expense		\$ 1,230.12
8	03/03/25	3/4/2025	Expedia	Think Transit 2025 Conference Isaac Rodriguez - Lodging Expense		\$ 1,230.12
9	03/03/25	3/4/2025	Trapeze	Think Transit 2025 Conference Isaac Rodriguez - Registration Fee		\$ 1,500.00
10	03/03/25	3/5/2025	United	Think Transit 2025 Conference Isaac Rodriguez - Flight Expense		\$ 695.37
11	03/03/25	3/5/2025	APTA	Mobility Conference/Intl. Bus Rodeo Isabel Acosta - Registration Fee		\$ 1,275.00
12	03/03/25	3/5/2025	United	Think Transit 2025 Conference Isaac Rodriguez - Flight Expense - Seat Charge		\$ 26.99
13	03/03/25	3/5/2025	United	Think Transit 2025 Conference Isaac Rodriguez - Flight Expense - Seat Charge		\$ 29.99
14	03/05/25	3/6/2025	Costco	IV Hydration Packets for Maintenance		\$ 225.90
15	03/05/25	3/7/2025	Southwest	Mobility Conference/Intl. Bus Rodeo Juan Colon - Flight Expense		\$ 524.37
16	03/05/25	3/7/2025	Southwest	Mobility Conference/Intl. Bus Rodeo Patricia Arellano DeMora - Flight Expense		\$ 567.35
17	03/05/25	3/7/2025	APTA	Mobility Conference/Intl. Bus Rodeo Juan Colon & Patricia DeMora - Registration Fee		\$ 2,150.00

	Trans. Date	Post. Date	Name	Detail-Description	Credits	Charges
18	03/06/25	3/10/2025	Southwest	Mobility Conference/Intl. Bus Rodeo Isabel Acosta - Flight Expense		\$ 567.35
19	03/07/25	3/10/2025	Sam's Club	Water Pallet for Field Supervisors		\$ 287.04
20	03/14/25	3/14/2025	Brimar Industries	Safety Sign		\$ 72.30
21	03/14/25	3/17/2025	Expedia	Mobility Conference/Intl. Bus Rodeo Bryan Valenzuela - Lodging Expense		\$ 1,356.65
22	03/14/25	3/17/2025	Southwest	Mobility Conference/Intl. Bus Rodeo Dioselyn Ayala Moreno - Flight Expense		\$ 694.37
23	03/14/25	3/17/2025	American Airlines	World Hydrogen North America Conference Shawn Craycraft - Flight Difference Expense		\$ 40.01
24	03/14/25	3/17/2025	American Airlines	Mobility Conference/Intl. Bus Rodeo Bryan Valenzuela - Flight Expense - Seat Charge		\$ 24.11
25	03/14/25	3/17/2025	United	Mobility Conference/Intl. Bus Rodeo Bryan Valenzuela - Flight Expense		\$ 423.80
26	03/14/25	3/17/2025	Expedia	Mobility Conference/Intl. Bus Rodeo Bryan Valenzuela - Expedia Booking Fee		\$ 10.59
27	03/14/25	3/17/2025	Green Power	World Hydrogen North America Conference Shawn Craycraft - Conference Currency Conversion Fee		\$ 26.99
28	03/14/25	3/17/2025	Green Power	World Hydrogen North America Conference Shawn Craycraft - Conference Fee		\$ 2,699.00
29	03/14/25	3/17/2025	Southwest	World Hydrogen North America Conference Shawn Craycraft - Flight Expense		\$ 184.48
30	03/14/25	3/17/2025	American Airlines	Mobility Conference/Intl. Bus Rodeo Bryan Valenzuela - Flight Expense		\$ 195.18
31	03/14/25	3/19/2025	APTA	Mobility Conference/Intl. Bus Rodeo Bryan Valenzuela - Registration Fee		\$ 1,275.00
32	03/14/25	3/19/2025	APTA	Mobility Conference/Intl. Bus Rodeo Dioselyn Ayala Moreno - Registration Fee		\$ 1,275.00
33	03/15/25	3/19/2025	JW Marriott	Mobility Conference/Intl. Bus Rodeo Dioselyn Ayala Moreno - Lodging Expense		\$ 2,020.59
34	03/16/25	3/17/2025	Marriott Marquis	World Hydrogen North America Conference Shawn Craycraft - Lodging Expense		\$ 2,619.63
35	03/18/25	3/20/2025	APTA	Mobility Conference/Intl. Bus Rodeo Isabel Acosta - Registration Fee		\$ 1,075.00
36	03/19/25	3/20/2025	Stadia Maps, Inc.	Tile Mapping Software - One Year Subscription		\$ 80.00
37	03/19/25	3/20/2025	Steelcase, Inc.	Replacement Office Chair		\$ 490.46

	Trans. Date	Post. Date	Name	Detail-Description	Credits	Charges
38	03/19/25	3/21/2025	Southwest	Mobility Conference/Intl. Bus Rodeo Isaac Rodriguez - Flight Expense		\$ 647.37
39	03/23/25	3/25/2025	Hyatt	APTA Transit CEO Seminar Luis Garcia - Lodging Expense		\$ 536.09
40	03/24/25	3/25/2025	Fred Pryor	Pryor Training for (2) New Employees		\$ 458.00
41	03/24/25	3/25/2025	Safety Videos.com	Forklift Training Kit for Trainers		\$ 269.52
42	03/26/25	3/27/2025	Udemy.com	Grant Writing Course "Keys to a Successful Proposal" for Brenda Alvarado-Wagner		\$ 19.99
43	03/27/25	3/31/2025	Gov Finance Ofc	119th GOFA Annual Conference Isabella Amadeo - Registration Fee		\$ 590.00
44	03/28/25	3/28/2025	Brimar Industries	Safety Sign		\$ 78.83
45	03/28/25	3/31/2025	American Airlines	119th GOFA Annual Conference Isabella Amadeo - Flight Expense - Seat Charge		\$ 15.99
46	03/28/25	3/31/2025	American Airlines	119th GOFA Annual Conference Isabella Amadeo - Flight Expense		\$ 672.37
47	03/29/25	3/31/2025	JW Marriott	Mobility Conference/Intl. Bus Rodeo Shawn Craycraft- Lodging Expense		\$ 358.70
48	03/29/25	3/31/2025	JW Marriott	Mobility Conference/Intl. Bus Rodeo Mike Hayes - Lodging Expense		\$ 358.70
49	03/29/25	3/31/2025	JW Marriott	Mobility Conference/Intl. Bus Rodeo Mark Perry - Lodging Expense		\$ 358.70
Totals:					\$ -	\$ 33,136.96



Reporting Period : 3/1/2025 - 3/31/2025

Statement Summary

Name	Ray Stevens	Company	Sunline Transit Agency
Account #	XXXX-XXXX-XXXX-████	Currency	US Dollar
Reporting Period	3/1/2025 - 3/31/2025		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
1 2/27/2025	3/3/2025	Hyatt Regency Monterey 8313721234, CA					923.80
		Purchase Hyatt Regency Monterey	General Ledger Code: 5090200000				
		Approved Travel for Francisco Ojeda - CTW Annual Conference - Lodging Charge				Maintenance Department - 00-21-5090200000	
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2 2/27/2025	3/3/2025	Hyatt Regency Monterey 8313721234, CA					923.80
		Purchase Hyatt Regency Monterey	General Ledger Code: 5090200000				
		Approved Travel for Norma Hernandez - CTW Annual Conference - Lodging Charge				Maintenance Department - 00-11-5090200000	
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3 2/28/2025	3/3/2025	United United.Com, TX					495.36
		Purchase United	General Ledger Code: 5090200000				
		Approved Travel for Sean Harrington - Think Transit 2025 Conference - Flight Charge				Planning Department - 00-49-5090200000	
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4 2/28/2025	3/3/2025	United United.Com, TX					26.99
		Purchase United	General Ledger Code: 5090200000				
		Approved Travel for Sean Harrington - Think Transit 2025 Conference - Flight Seat Charge				Planning Department - 00-49-5090200000	
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5 2/28/2025	3/3/2025	Trapezegrp 187-741-1872, IA					1,500.00
		Purchase Trapezegrp	General Ledger Code: 5030300011				
		Approved Travel for Sean Harrington - Think Transit 2025 Conference - Registration Fee				Planning Department - 00-49-5090200000	
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Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
6 2/28/2025	3/3/2025	United United.Com, TX					29.99
		Purchase United	General Ledger Code: 5090200000				
		Approved Travel for Sean Harrington - Think Transit 2025 Conference - Flight Seat Charge				Planning Department - 00-49-5090200000	
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7 3/3/2025	3/4/2025	Expedia 73045780530694 Expedia.Com, WA					1,230.12
		Purchase Expedia 73045780530694	General Ledger Code: 5090200000				
		Approved Travel for Sean Harrington - Think Transit 2025 Conference - Lodging Charge				Planning Department - 00-49-5090200000	
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8 3/3/2025	3/4/2025	Expedia 73045795405295 Expedia.Com, WA					1,230.12
		Purchase Expedia 73045795405295	General Ledger Code: 5090200000				
		Approved Travel for Isaac Rodriguez - Think Transit 2025 Conference - Lodging Charge				Planning Department - 00-49-5090200000	
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9 3/3/2025	3/4/2025	Trapezegrp 187-741-1872, IA					1,500.00
		Purchase Trapezegrp	General Ledger Code: 5030300011				
		Approved Travel for Isaak Rodriguez - Think Transit 2025 Conference - Registration Fee				Planning Department - 00-49-5090200000	
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10 3/3/2025	3/5/2025	United United.Com, TX					695.37
		Purchase United	General Ledger Code: 5090200000				
		Approved Travel for Isaak Rodriguez - Think Transit 2025 Conference - Flight Charge				Planning Department - 00-49-5090200000	
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11 3/3/2025	3/5/2025	Apta 202-4964800, DC					1,275.00
		Purchase Apta	General Ledger Code: 5090100000				
		Approved Travel for Isabel Acosta - Mobility Conference / International Bus Rodeo - Registration Fee				Transportation Department - 00-11-5090200000	
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Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
12 3/3/2025	3/5/2025	United United.Com, TX					26.99
		Purchase United	General Ledger Code: 5090200000				
		Approved Travel for Isaak Rodriguez - Think Transit 2025 Conference - Flight Seat Charge				Planning Department - 00-49-5090200000	
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13 3/3/2025	3/5/2025	United United.Com, TX					29.99
		Purchase United	General Ledger Code: 5090200000				
		Approved Travel for Isaak Rodriguez - Think Transit 2025 Conference - Flight Seat Charge				Planning Department - 00-49-5090200000	
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14 3/5/2025	3/6/2025	Costco Whse #0441 Palm Desert, CA					225.90
		Purchase Costco Whse #0441	General Ledger Code: 5099900002				
		PR 22668 - IV Hydration Packets for Maintenance				Maintenance Department - 00-21-5090201000	
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15 3/5/2025	3/7/2025	Southwes 800-435-9792, TX					524.37
		Purchase Southwes	General Ledger Code: 5090200000				
		Approved Travel for Juan Colon - Mobility Conference / International Bus Roadeo - Flight Charge				Operations Department - 00-11-5090200000	
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16 3/5/2025	3/7/2025	Southwes 800-435-9792, TX					567.35
		Purchase Southwes	General Ledger Code: 5090200000				
		Approved Travel for Patricia Arellano De Mora - Mobility Conference / International Bus Roadeo - Flight Charge				Operations Department - 00-11-5090200000	
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17 3/5/2025	3/7/2025	Apta 202-4964800, DC					2,150.00
		Purchase Apta	General Ledger Code: 5090100000				
		Approved Travel for Juan Colon and Patricia Arellano De Mora - Mobility Conference / International Bus Roadeo - Registration Fee				Operations Department - 00-11-5090200000	
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Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
18 3/6/2025	3/10/2025	Southwes 800-435-9792, TX					567.35
		Purchase Southwes	General Ledger Code: 5090200000				
		Approved Travel for Isabel Acosta - Mobility Conference / International Bus Roadeo - Flight Charge				Transportation Department - 00-11-5090200000	
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19 3/7/2025	3/10/2025	Sams Club#6609 Palm Desert, CA					287.04
		Purchase Sams Club#6609	General Ledger Code: 5099900002				
		PR 22702 - Water Pallet for Field Supervisors				Fixed Route Department - 00-11-5049900011	
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20 3/14/2025	3/14/2025	Brimar Industries 973-340-7889, NJ					72.30
		Purchase Brimar Industries	General Ledger Code: 5099900002				
		PR 22706 - Hydration Area Sign				Safety Department	
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21 3/14/2025	3/17/2025	Expedia 73054595061639 Expedia.Com, WA					1,356.65
		Purchase Expedia 73054595061639	General Ledger Code: 5090200000				
		Approved Travel for Bryan Valenzuela - Mobility Conference / International Bus Roadeo - Lodging Charge				Safety Department - 00-15-5090200000	
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22 3/14/2025	3/17/2025	Southwes 800-435-9792, TX					694.37
		Purchase Southwes	General Ledger Code: 5090200000				
		Approved Travel for Dioselyn Ayala Moreno - Mobility Conference / International Bus Roadeo - Flight Charge				Planing Department - 00-49-5090200000	
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23 3/14/2025	3/17/2025	American Air Fort Worth, TX					40.01
		Purchase American Air	General Ledger Code: 5090200000				
		Approved Travel for Shawn Craycraft - World Hydrogen North America Conference - Flight Difference Charge				SunFuels Department - 00-10-5090200000	
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Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
24	3/14/2025	3/17/2025	American Air Fort Worth, TX				24.11
	Purchase American Air		General Ledger Code: 5090200000				
	Approved Travel for Bryan Valenzuela - Mobility Conference / International Bus Roadeo - Flight Seat Charge					Safety Department - 00-15-5090200000	
25	3/14/2025	3/17/2025	United United.Com, TX				423.80
	Purchase United		General Ledger Code: 5090200000				
	Approved Travel for Bryan Valenzuela - Mobility Conference / International Bus Roadeo - Flight Charge					Safety Department - 00-15-5090200000	
26	3/14/2025	3/17/2025	Expedia 73054607722829 Expedia.Com, WA				10.59
	Purchase Expedia 73054607722829		General Ledger Code: 5090200000				
	Approved Travel for Bryan Valenzuela - Mobility Conference / International Bus Roadeo - Expedia Booking Fee					Safety Department - 00-15-5090200000	
27	3/14/2025	3/17/2025					26.99
	Other Debits Currency Conversion Fee						
	Approved Travel for Shawn Craycraft - World Hydrogen North America Conference - Conference Currency Fee					SunFuels Department - 00-10-5090200000	
28	3/14/2025	3/17/2025	Green Powe* World Hydr London, ENG				2,699.00
	Purchase Green Powe* World Hydr		General Ledger Code: 5090100000				
	Approved Travel for Shawn Craycraft - World Hydrogen North America Conference - Conference Fee					SunFuels Department - 00-10-5090200000	
29	3/14/2025	3/17/2025	Southwes 800-435-9792, TX				184.48
	Purchase Southwes		General Ledger Code: 5090200000				
	Approved Travel for Shawn Craycraft - World Hydrogen North America Conference - Flight Charge					SunFuels Department - 00-10-5090200000	

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
30	3/14/2025	3/17/2025	American Air Fort Worth, TX				195.18
Purchase American Air			General Ledger Code: 5090200000				
Approved Travel for Bryan Valenzuela - Mobility Conference / International Bus Roadeo - Flight Charge						Safety Department - 00-15-5090200000	
31	3/14/2025	3/19/2025	Apta 202-4964800, DC				1,275.00
Purchase Apta			General Ledger Code: 5090100000				
Approved Travel for Bryan Valenzuela - Mobility Conference / International Bus Roadeo - Registration Fee						Safety Department - 00-15-5090200000	
32	3/14/2025	3/19/2025	Apta 202-4964800, DC				1,275.00
Purchase Apta			General Ledger Code: 5090100000				
Approved Travel for Dioselyn Ayala Moreno - Mobility Conference / International Bus Roadeo - Registration Fee						Planing Department - 00-49-5090200000	
33	3/15/2025	3/17/2025	Austin Marriott Downto Austin, TX				2,020.59
Purchase Austin Marriott Downto			General Ledger Code: 5090200000				
Approved Travel for Dioselyn Ayala Moreno - Mobility Conference / International Bus Roadeo - Lodging Charge						Planing Department - 00-49-5090200000	
34	3/16/2025	3/17/2025	Marriott Marquishousto Houston, TX				2,619.63
Purchase Marriott Marquishousto			General Ledger Code: 5090200000				
Approved Travel for Shawn Craycraft - World Hydrogen North America Conference - Lodging Charge						SunFuels Department - 00-10-5090200000	
35	3/18/2025	3/20/2025	Apta 202-4964800, DC				1,075.00
Purchase Apta			General Ledger Code: 5090100000				
Approved Travel for Isabel Acosta - Mobility Conference / International Bus Roadeo - Registration Fee						Transportation Department - 00-11-5090200000	

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
36 3/19/2025	3/20/2025	Stadia Maps, Inc Stadiamaps.Co, MI					80.00
		Purchase Stadia Maps, Inc	General Ledger Code: 5030300011				
		PR 22555 - Radio Project - Tile Server - Cost is to cover a 12-month term at \$80-month.				Performance Department - Project Key 1905-00	
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37 3/19/2025	3/20/2025	Steelcase Inc 800-516-3454, MI					490.46
		Purchase Steelcase Inc	General Ledger Code: 5030300011				
		37. PR 22673 - Office Chair for Paul Mattern				Planning Department - 00-49-5049900001	
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38 3/19/2025	3/21/2025	Southwes 800-435-9792, TX					647.37
		Purchase Southwes	General Ledger Code: 5090200000				
		Approved Travel for Isaac Rodrigiez - Mobility Conference / International Bus Roadeo - Flight Charge				Planning Department - 00-49-5090200000	
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39 3/23/2025	3/25/2025	Hyatt PI San Anto/Riverw 2102276854, TX					536.09
		Purchase Hyatt PI San Anto/Riverw	General Ledger Code: 5090200000				
		Approved Travel for Luis Garcia - APTA Transit CEO Seminar - Lodging Charge				Finance Department - 00-41-5090200000	
<hr/>							
40 3/24/2025	3/25/2025	Fredpryor Careertrack 800-5563012, KS					458.00
		Purchase Fredpryor Careertrack	General Ledger Code: 5090200001				
		PR 22720 - Pryor Leaning Training for 2 New Employees				Strategic Department - 00-32-5099900001	
<hr/>							
41 3/24/2025	3/25/2025	Www.Safetyvideos.Com Safetyvideos., CA					269.52
		Purchase Www.Safetyvideos.Com	General Ledger Code: 5099900002				
		PR 22762 - Forklift Training Kit for Trainers				Maintenance Department - 00-21-5090200001	
<hr/>							

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
42	3/26/2025	3/27/2025	Udemy: Online Courses Udemy.Com, CA				19.99
			Purchase Udemy: Online Courses				
			General Ledger Code: 5090200001				
			PR 22802 - Grant Writing. Keys to a Successful Proposal - Course for Brenda Alvarado-Wagner	Finance Department - 00-41-5090200000			
<hr/>							
43	3/27/2025	3/31/2025	Government Finance Off Chicago, IL				590.00
			Purchase Government Finance Off				
			General Ledger Code: 5099900002				
			Approved Travel for Isabella Amadeo - 119th GFOA Annual Conference - Registration Fee	Finance Department - 00-41-5090200000			
<hr/>							
44	3/28/2025	3/28/2025	Brimar Industries 973-340-7889, NJ				78.83
			Purchase Brimar Industries				
			General Ledger Code: 5099900002				
<hr/>							
45	3/28/2025	3/31/2025	American Air Fort Worth, TX				15.99
			Purchase American Air				
			General Ledger Code: 5090200000				
			Approved Travel for Isabella Amadeo - 119th GFOA Annual Conference - Seat Charge	Finance Department - 00-41-5090200000			
<hr/>							
46	3/28/2025	3/31/2025	American Air Fort Worth, TX				672.37
			Purchase American Air				
			General Ledger Code: 5090200000				
			Approved Travel for Isabella Amadeo - 119th GFOA Annual Conference - Flight Charge	Finance Department - 00-41-5090200000			
<hr/>							
47	3/29/2025	3/31/2025	Jw Marriott Austin Austin, TX				358.70
			Purchase Jw Marriott Austin				
			General Ledger Code: 5090200000				
			Approved Travel for Shawn Craycraft - Mobility Conference / International Bus Roadeo - Lodging Charge	SunFuels Department 00-10-5090200000			
<hr/>							

SunLine Transit Agency Visa Credit Card Statement

Closing Date: 03/31/2025

Name on Card: Walter Watcher (Procurement Card)

	Trans. Date	Post. Date	Name	Detail-Description	Credits	Charges
1	02/28/25	3/3/2025	Jotform	Jotform One-Year Software Renewal Subscription		\$ 468.00
2	03/22/25	3/24/2025	Review Studio.com	Review Studio One-Year Software Renewal Subscription - Conversion Fee		\$ 1.95
3	03/22/25	3/24/2025	Review Studio.com	Review Studio One-Year Software Renewal Subscription		\$ 195.00
Totals:					\$ -	\$ 664.95

SunLine Transit Agency Visa Credit Card Statement

Closing Date: 03/31/2025

Name on Card: Mona Babauta

Trans. Date	Post Date	Reference	Detail - Description	Credits	Charges
1 3/14/2025	3/17/2025	United	World Hydrogen North America 2025 in Houston, TX - United Airlines Roundtrip Flight from Palm Springs, CA to Houston, TX; Mona Babauta, CEO/General Manager <i>*unable to attend conference; flight credit shown in future statement*</i>		\$666.66
2 3/21/2025	3/24/2025	Uber	2025 APTA CEO Seminar in San Antonio, TX - Uber Ride From San Antonio Airport to Plaza Hotel; Mona Babauta, CEO/General Manager		\$35.96
3 3/22/2025	3/24/2025	The Plaza Hotel	2025 APTA CEO Seminar in San Antonio, TX - Hotel Stay During APTA CEO Seminar; Mona Babauta, CEO/General Manager		\$634.16
4 3/22/2025	3/24/2025	Uber	2025 APTA CEO Seminar in San Antonio, TX - Uber Tip Ride From The Plaza Hotel to San Anontio Airport; Mona Babauta, CEO/General Manager		\$6.00
5 3/23/2025	3/24/2025	Uber	2025 APTA CEO Seminar in San Antonio, TX - Uber Ride Fare From The Plaza Hotel to San Antonio Airport; Mona Babauta, CEO/General Manager		\$29.76
Credits and Charges:				\$0.00	\$1,372.54



Reporting Period : 3/1/2025 - 3/31/2025

Statement Summary

Name	Mona Babauta	Company	Sunline Transit Agency
Account #	[REDACTED]	Currency	US Dollar
Reporting Period	3/1/2025 - 3/31/2025		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Personal	Receipt	Amount
1 3/14/2025	3/17/2025	United United.Com, TX					666.66
		Purchase United	General Ledger Code: 5090200000				
<hr/>							
2 3/21/2025	3/24/2025	Uber *trip Help.Uber.Com, CA					35.96
		Purchase Uber *trip	General Ledger Code: 5090200000				
<hr/>							
3 3/22/2025	3/24/2025	The Plaza San Antonio San Antonio, TX					634.16
		Purchase The Plaza San Antonio	General Ledger Code: 5090200000				
<hr/>							
4 3/22/2025	3/24/2025	Uber *trip Help.Uber.Com, CA					6.00
		Purchase Uber *trip	General Ledger Code: 5090200000				
<hr/>							
5 3/23/2025	3/24/2025	Uber *trip Help.Uber.Com, CA					29.76
		Purchase Uber *trip	General Ledger Code: 5090200000				
<hr/>							

Transaction Count: 5

Total: 1,372.54

Employee Signature

Date

Authorized Approver Signature

Date

SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Monthly Budget Variance Report for March 2025

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 March 2025 are equal to 9/12^{ths} of the yearly budget.

Year to Date Summary

- As of March 31, 2025, the Agency's FYTD revenues are \$480,657 or 13.09% below the FYTD budget.
- As of March 31, 2025, the Agency's FYTD expenditures are \$408,967 or 1.10% below the FYTD budget.

Monthly Spotlight:

- The variance in legal services are primarily due to an increased usage of legal services and increased costs for new firm.

Recommendation:

Approve.

SunLine Transit Agency
Budget Variance Report
March 2025

Description	FY25 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Positive (Negative)	FYTD Actual	FY25 FYTD Budget	Positive (Negative)	Percentage Remaining
Operating Revenues:								
Passenger Revenue	1,816,893	189,410	151,408	38,002	1,363,638	1,362,670	968	24.9%
Other Revenue	3,078,163	159,619	256,514	(96,895)	1,826,997	2,308,622	(481,625)	40.6%
Total Operating Revenue	4,895,056	349,028	407,921	(58,893)	3,190,635	3,671,292	(480,657)	34.8%
Operating Expenses:								
Operator & Mechanic Salaries & Wages	11,239,225	881,388	936,602	55,214	7,954,120	8,429,419	475,299	29.2%
Operator & Mechanic Overtime	1,241,785	166,635	103,482	(63,153)	1,303,744	931,339	(372,405)	-5.0%
Administration Salaries & Wages	7,861,873	679,131	655,156	(23,975)	5,574,894	5,896,405	321,511	29.1%
Administration Overtime	126,561	20,633	10,547	(10,086)	156,549	94,921	(61,628)	-23.7%
Fringe Benefits	11,105,305	805,079	925,442	120,364	7,557,847	8,328,979	771,132	31.9%
Communications	287,782	30,630	23,982	(6,649)	229,630	215,837	(13,793)	20.2%
Legal Services	687,176	43,549	57,265	13,715	888,215	515,382	(372,833)	-29.3%
Computer/Network Software Agreement	1,096,582	79,967	91,382	11,415	810,092	822,437	12,344	26.1%
Uniforms	99,824	6,014	8,319	2,305	60,734	74,868	14,134	39.2%
Contracted Services	1,556,640	109,416	129,720	20,304	750,908	1,167,480	416,572	51.8%
Equipment Repairs	26,500	1,073	2,208	1,135	20,311	19,875	(436)	23.4%
Security Services	168,000	12,877	14,000	1,123	109,840	126,000	16,160	34.6%
Fuel - CNG	1,920,006	174,403	160,001	(14,402)	924,966	1,440,005	515,039	51.8%
Fuel - Hydrogen	1,443,827	187,475	120,319	(67,156)	1,484,765	1,082,870	(401,895)	-2.8%
Tires	234,000	19,160	19,500	340	180,193	175,500	(4,693)	23.0%
Office Supplies	81,260	2,302	6,772	4,469	47,462	60,945	13,483	41.6%
Travel/Training	248,200	33,564	20,683	(12,881)	161,381	186,150	24,769	35.0%
Repair Parts	2,008,500	163,302	167,375	4,073	1,185,954	1,506,375	320,421	41.0%
Facility Maintenance	87,000	2,493	7,250	4,757	40,142	65,250	25,108	53.9%
Electricity - CNG & Hydrogen	1,090,000	53,956	90,833	36,877	432,465	817,500	385,035	60.3%
Natural Gas	2,030,000	134,987	169,167	34,180	1,056,447	1,522,500	466,053	48.0%
Water and Gas	16,000	797	1,333	536	8,250	12,000	3,750	48.4%
Insurance Losses	1,235,000	290,376	102,917	(187,459)	1,697,026	926,250	(770,776)	-37.4%
Insurance Premium - Property	200,000	20,837	16,667	(4,171)	174,651	150,000	(24,651)	12.7%
Repair Claims	100,000	-	8,333	8,333	(600)	75,000	75,600	100.6%
Fuel Taxes	124,500	6,702	10,375	3,673	71,581	93,375	21,794	42.5%
Other Expenses	7,164,078	635,858	597,007	(38,852)	5,419,721	5,373,059	(46,662)	24.3%
Self Consumed Fuel	(4,062,246)	(224,098)	(338,521)	(114,422)	(1,647,221)	(3,046,685)	(1,399,464)	59.5%
Total Operating Expenses (Before Depreciation)	49,417,378	4,338,506	4,118,115	(220,391)	36,654,066	37,063,034	408,967	25.8%
Operating Expenses in Excess of Operating Revenue		\$ (3,989,478)			\$ (33,463,431)			
Subsidies:								
Local	8,419,000	754,395	701,583	(52,812)	6,327,806	6,314,250	(13,556)	24.8%
State	30,588,336	2,740,906	2,549,028	(191,878)	22,990,505	22,941,252	(49,253)	24.8%
Federal	5,514,986	494,177	459,582	(34,595)	4,145,120	4,136,240	(8,880)	24.8%
Total Subsidies	44,522,322	3,989,478	3,710,194	(279,284)	33,463,431	33,391,742	(71,689)	24.8%
Net Operating Gain (Loss) After Subsidies	\$ (0)	\$ -			\$ -			

SunLine Transit Agency
Budget Variance Report
March 2025

Description	FY25 Total Budget	Current Month			Fiscal Year to Date			
		Actual	Budget	Positive (Negative)	FYTD Actual	FY25 FYTD Budget	Positive (Negative)	Percentage Remaining
Operating Expenses:								
Wages & Benefits	31,574,749	2,552,866	2,631,229	78,363	22,547,154	23,681,062	1,133,908	28.6%
Services	6,903,050	542,934	575,254	32,320	5,041,102	5,177,288	136,186	27.0%
Fuels & Lubricants	3,581,133	373,002	298,428	(74,574)	2,507,490	2,685,850	178,359	30.0%
Tires	234,000	19,160	19,500	340	180,193	175,500	(4,693)	23.0%
Materials and Supplies	2,607,460	202,900	217,288	14,388	1,555,118	1,955,595	400,477	40.4%
Utilities	3,554,000	217,429	296,167	78,738	1,789,839	2,665,500	875,661	49.6%
Casualty & Liability	3,678,540	534,987	306,545	(228,442)	3,771,071	2,758,905	(1,012,166)	-2.5%
Taxes and Fees	124,500	6,702	10,375	3,673	71,581	93,375	21,794	42.5%
Miscellaneous Expenses	1,222,192	112,625	101,849	(10,776)	837,739	916,644	78,905	31.5%
Self Consumed Fuel	(4,062,246)	(224,098)	(338,521)	(114,422)	(1,647,221)	(3,046,685)	(1,399,464)	59.5%
Total Operating Expenses (Before Depreciation)	49,417,378	4,338,506	4,118,115	(220,391)	36,654,066	37,063,034	408,967	25.8%
Revenues:								
Passenger Revenue	1,816,893	189,410	151,408	38,002	1,363,638	1,362,670	968	24.9%
Other Revenue	3,078,163	159,619	256,514	(96,895)	1,826,997	2,308,622	(481,625)	40.6%
Total Operating Revenue	4,895,056	349,028	407,921	(58,893)	3,190,635	3,671,292	(480,657)	34.8%
Net Operating Gain (Loss)		\$ (3,989,478)			\$ (33,463,431)			
Subsidies:								
Local	8,419,000	754,395	701,583	(52,812)	6,327,806	6,314,250	(13,556)	24.8%
State	30,588,336	2,740,906	2,549,028	(191,878)	22,990,505	22,941,252	(49,253)	24.8%
Federal	5,514,986	494,177	459,582	(34,595)	4,145,120	4,136,240	(8,880)	24.8%
Total Subsidies	44,522,322	3,989,478	3,710,194	(279,284)	33,463,431	33,391,742	(71,689)	24.8%
Net Operating Gain (Loss) After Subsidies	\$ (0)	\$ -			\$ -			

Budget Variance Analysis - SunLine Transit Agency

Passenger Revenue

- Passenger fare revenues are within an acceptable range of the budget.
- As of March, ridership was at 5.9% above FY24 FYTD totals.
- Total system ridership was 119,366 trips above FY24 FYTD amounts.

Ridership

	FY24-March	FY25-March	Variance	%Δ
Fixed Route	238,704	245,422	6,718	2.8%
Paratransit	10,220	9,712	(508)	-5.0%
SunRide	1,984	2,451	467	23.5%
System Total	250,908	257,585	6,677	2.7%

Ridership

	FYTD-FY24	FYTD-FY25	Variance	%Δ
Fixed Route	1,920,975	2,043,333	122,358	6.4%
Paratransit	90,104	83,800	(6,304)	-7.0%
SunRide	16,451	19,763	3,312	20.1%
System Total	2,027,530	2,146,896	119,366	5.9%

Other Revenue

- The unfavorable variance in other revenue is primarily due lower emission credit revenue as a result of low credit values.

Operator & Mechanic Salaries & Wages

- The favorable variance in operator and mechanic wages are due to vacancies.

Operator & Mechanic Overtime

- The unfavorable variance is primarily attributed to overtime for fixed route operators due to vacant positions.

Administration Salaries & Wages

- The favorable variance in administrative salaries and wages is primarily attributed to vacancies.

Administration Overtime

- The unfavorable variance is primarily attributed to overtime in the Maintenance department to account for vacant positions & premium pay for holidays worked.

Fringe Benefits

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

Communications

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

Legal Services

- The unfavorable variance in legal services is primarily due to an increased usage of legal services and increased costs for new firm.

Computer/Network Software Agreement

- Software agreement expenditures are dependent on annual renewals of software agreements. Many renewals are completed at the beginning of the fiscal year.

Uniforms

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

Contracted Services

- Savings in contract services costs are primarily attributed to budgeted operating and maintenance costs for the hydrogen stations that were not incurred as of December

Equipment Repairs

- Equipment repair expenses are within an acceptable range of the budget.

Security Services

- Security services are within an acceptable range of the budget.

Fuel - CNG

- The favorable balance in fuel CNG expenses are primarily due to lower costs of natural gas.

Fuel - Hydrogen

- The unfavorable balance is due to an accrual of liquid hydrogen and increased deliveries of liquid hydrogen through the new station commissioning.

Tires

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

Office Supplies

- Office supply expenses are within an acceptable range of the budget.

Travel/Training

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

Repair Parts

- The favorable variance is due to lower than usual repairs for the first half of the fiscal year.

Facility Maintenance

- The favorable variance in facility maintenance expenses are primarily due to lower than anticipated YTD expenses for facility repairs.

Electricity - CNG & Hydrogen

- Electricity - CNG & Hydrogen expenses are less than anticipated use in the first half of FY25 due to increase utilization of the liquid hydrogen station.

Natural Gas

- The positive variance is primarily attributed to lower usage of CNG fixed route vehicles over budgeted estimates for FY25.

Water and Gas

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

Insurance Losses

- The variance in insurance losses is primarily due to a quarterly reconciliation to estimated losses from the Agency's risk pool.

Insurance Premium - Property

- The unfavorable balance is primarily attributed to the increased value of insured assets.

Repair Claims

- Repair claim expenses are below budget due to fewer than anticipated collision repairs.

Fuel Taxes

- Fuel tax expenses are within an acceptable range of the budget.

Other Expenses

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

Self-Consumed Fuel

- The variance in primarily due to less than anticipated fuel utilized by the Agency.

SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Contracts Signed between \$25,000 and \$250,000 for March 2025

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) purchase order executed in March 2025 between \$25,000 and \$250,000:

Vendor	Purpose	Amount
AirWave Communications	Radio Tower Decommission	\$29,700.00

Recommendation:

Approve.

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

March 2025

Vendor	Product/Service	Need	Budgeted	Budgeted Amount	Cost	Type
Airwave Communications	Tower Decommission	Radio Tower Decommission	FY25	\$29,700.00	\$29,700.00	Purchase Order

SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Union & Non-Union Pension Investment Asset Summary
for March 2025

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 March, 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	29.0%	16% – 56%
	International Equity	17.4%	0% - 39%
	Other	7.5%	0% – 20%
Income Assets			
	Fixed Income	40.0%	25% - 65%
	Other	4.9%	0% – 20%
Real Return Assets		0.0%	0% – 20%

Cash Equivalents	1.2%	0% – 20%
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Non-Union

Asset Class		Actual	Range
Growth Assets			
	Domestic Equity	29.0%	16% – 56%
	International Equity	17.3%	0% - 39%
	Other	7.4%	0% – 20%
Income Assets			
	Fixed Income	40.1%	25% - 65%
	Other	4.9%	0% – 20%
Real Return Assets		0.0%	0% – 20%
Cash Equivalents		1.3%	0% – 20%

Components may not sum to 100.0% due to rounding.

For the month of March, the market value of assets decreased by \$733,826 and \$738,488 for the union and non-union plans, respectively.

Month to Month Asset Comparison

Month	Market Value - Union	Market Value – Non-Union
February 2025	\$44,177,627	\$44,328,516
March 2025	\$43,443,801	\$43,590,028
Increase (Decrease)	(\$733,826)	(\$738,488)

Recommendation:

Approve.

Detail of Securities Held & Market Analytics

For the Month Ending March 31, 2025

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 5-10Y INV GRADE CORP	464288638	11413317	965.00	61.00	58,865.00	52.52	50,681.80	(8,183.20)	0.11
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	1,146.00	61.12	70,043.52	52.52	60,187.92	(9,855.60)	0.14
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	2,389.00	60.30	144,056.70	52.52	125,470.28	(18,586.42)	0.29
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	1,776.00	57.66	102,405.94	52.52	93,275.52	(9,130.42)	0.21
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	7,097.00	50.32	357,121.04	52.52	372,734.44	15,613.40	0.86
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	631.00	56.68	35,765.08	52.52	33,140.12	(2,624.96)	0.08
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	633.00	56.98	36,068.34	52.52	33,245.16	(2,823.18)	0.08
ISHARES CORE U.S. AGGREGATE	464287226	8278395	16,903.00	98.64	1,667,311.92	98.92	1,672,044.76	4,732.84	3.85
ISHARES CORE U.S. AGGREGATE	464287226	8278395	6,446.00	92.76	597,930.32	98.92	637,638.32	39,708.00	1.47
ISHARES CORE U.S. AGGREGATE	464287226	8278395	4,049.00	98.87	400,324.63	98.92	400,527.08	202.45	0.92
ISHARES CORE U.S. AGGREGATE	464287226	8278395	3,322.00	99.12	329,276.64	98.92	328,612.24	(664.40)	0.76
ISHARES CORE U.S. AGGREGATE	464287226	8278395	3,307.00	96.40	318,794.80	98.92	327,128.44	8,333.64	0.75

Security Type Sub-Total			48,664.00		4,117,963.93	862.24	4,134,686.08	16,722.15	9.52
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Exchange-Traded Fund - Equity									
SCHWAB US LARGE-CAP ETF	808524201	17333747	503,068.00	22.54	11,340,829.61	22.08	11,107,741.44	(233,088.17)	25.57
SCHWAB US LARGE-CAP ETF	808524201	17333747	39,046.00	22.81	890,639.26	22.08	862,135.68	(28,503.58)	1.98
VANGUARD FTSE DEVELOPED ETF	921943858	12373850	19,229.00	52.35	1,006,634.30	50.83	977,410.07	(29,224.23)	2.25
VANGUARD TOTAL INTL STOCK	921909768	23836382	2,586.00	56.19	145,307.34	62.10	160,590.60	15,283.26	0.37
VANGUARD TOTAL INTL STOCK	921909768	23836382	15,690.00	47.86	750,920.27	62.10	974,349.00	223,428.73	2.24
VANGUARD TOTAL INTL STOCK	921909768	23836382	2,875.00	51.81	148,953.46	62.10	178,537.50	29,584.04	0.41
VANGUARD TOTAL INTL STOCK	921909768	23836382	2,586.00	56.52	146,160.72	62.10	160,590.60	14,429.88	0.37
VANGUARD TOTAL INTL STOCK	921909768	23836382	1,834.00	54.44	99,842.96	62.10	113,891.40	14,048.44	0.26
VANGUARD TOTAL INTL STOCK	921909768	23836382	6,003.00	61.64	370,024.92	62.10	372,786.30	2,761.38	0.86
VANGUARD TOTAL INTL STOCK	921909768	23836382	46,985.00	63.70	2,992,944.50	62.10	2,917,768.50	(75,176.00)	6.72
VANGUARD TOTAL INTL STOCK	921909768	23836382	3,480.00	52.06	181,168.80	62.10	216,108.00	34,939.20	0.50

Security Type Sub-Total			643,382.00		18,073,426.14	591.79	18,041,909.09	(31,517.05)	41.53
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Money Market Mutual Fund

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

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
Money Market Mutual Fund										
FIRST AM GOV OBLIG-Z	DTD 01/01/2010 0.000%	31846V567	351477	543,080.86	1.00	543,080.86	100.00	543,080.86	0.00	1.25
Security Type Sub-Total				543,080.86		543,080.86	100.00	543,080.86	0.00	1.25
Mutual Fund - Bond										
BAIRD CORE PLUS BOND-INST		057071870	7001692	465,297.69	10.81	5,028,767.64	10.17	4,732,077.46	(296,690.18)	10.89
BBH LIMITED DURATION-I		05528X851	7344118	0.03	10.29	0.35	10.45	0.36	0.01	0.00
DOUBLELINE CORE FIX INC-I		258620301	19170004	199,582.09	10.43	2,081,278.15	9.26	1,848,130.13	(233,148.02)	4.25
NYLI MACKAY H/Y CORP BND-R6		56063N881	121732	137,962.53	5.18	715,119.44	5.16	711,886.65	(3,232.79)	1.64
PGIM TOTAL RETURN BOND-R6		74440B884	168981	320,110.73	13.18	4,219,510.41	12.03	3,850,932.01	(368,578.40)	8.86
VOYA INTERMEDIATE BOND-R6		92913L569	212412	236,157.46	9.78	2,308,657.22	8.76	2,068,739.35	(239,917.87)	4.76
Security Type Sub-Total				1,359,110.52		14,353,333.21	55.83	13,211,765.96	(1,141,567.25)	30.40
Mutual Fund - Equity										
COLUMBIA SMALL CAP GRW-INST3		19765Y340	195897	9,629.50	28.07	270,300.00	25.98	250,174.35	(20,125.65)	0.58
GLDMN SCHS GQG PRT INTL-INST		38147N293	51973400	36,861.86	19.35	713,335.27	21.17	780,365.59	67,030.32	1.80
HRDNG LVNR INTL EQTY-INST		412295107	175052	19,680.08	28.64	563,700.77	25.92	510,107.66	(53,593.11)	1.17
HRTFRD SCHR EM MRKT EQ-SDR		41665H789	10575468	12,957.31	15.22	197,181.37	17.09	221,440.50	24,259.13	0.51
UNDISC MGRS BEHAV VAL-R6		904504479	1428076	4,861.61	87.23	424,087.81	81.07	394,130.39	(29,957.42)	0.91
Security Type Sub-Total				83,990.36		2,168,605.22	171.23	2,156,218.49	(12,386.73)	4.97
Separate Account										
ATEL PRIVATE DEBT FUND II	DTD 01/01/2010 0.000%	ATEL00019	SA406	49,000.00	1.00	49,000.00	114.70	56,205.13	7,205.13	0.13
ATEL PRIVATE DEBT FUND II	DTD 01/01/2010 0.000%	ATEL00019	SA406	45,325.00	1.00	45,325.00	114.70	51,989.74	6,664.74	0.12
ATEL PRIVATE DEBT FUND II	DTD 01/01/2010 0.000%	ATEL00019	SA406	49,000.00	1.00	49,000.00	114.70	56,205.13	7,205.13	0.13
ATEL PRIVATE DEBT FUND II	DTD 01/01/2010 0.000%	ATEL00019	SA406	45,325.00	1.00	45,325.00	114.70	51,989.74	6,664.74	0.12

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

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									
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00019	SA406	45,325.00	1.00	45,325.00	114.70	51,989.74	6,664.74	0.12
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00019	SA406	16,876.11	1.00	16,876.11	114.70	19,357.63	2,481.52	0.04
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00019	SA406	45,325.00	1.00	45,325.00	114.70	51,989.74	6,664.74	0.12
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00019	SA406	49,980.00	1.00	49,980.00	114.70	57,329.23	7,349.23	0.13
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00019	SA406	45,325.00	1.00	45,325.00	114.70	51,989.74	6,664.74	0.12
BLACKSTONE INFRASTRUCTURE PRTNRS F 2 L. DTD 10/01/2024 0.000% --	BKSTONE63	SA495	900,000.00	1.00	900,000.00	100.00	900,000.00	0.00	2.07
GOLUB CAPITAL XIV INT'L DTD 01/01/2010 0.000% --	GOLUB0090	F_GOLUB	1,127,240.00	1.00	1,127,240.00	127.48	1,437,005.94	309,765.94	3.31
GOLUB CAPITAL XIV INT'L DTD 01/01/2010 0.000% --	GOLUB0090	F_GOLUB	180,000.00	1.00	180,000.00	127.48	229,464.06	49,464.06	0.53
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	105,000.00	1.00	105,000.00	139.08	146,031.86	41,031.86	0.34
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	309,750.00	1.00	309,750.00	139.08	430,793.98	121,043.98	0.99
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	80,433.93	1.00	80,433.93	139.08	111,865.87	31,431.94	0.26
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	204,378.01	1.00	204,378.01	139.08	284,244.76	79,866.75	0.65
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	147,000.00	1.00	147,000.00	139.08	204,444.60	57,444.60	0.47
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	180,319.43	1.00	180,319.43	139.08	250,784.58	70,465.15	0.58
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	130,837.59	1.00	130,837.59	139.08	181,966.25	51,128.66	0.42

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

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 SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	145,309.38	1.00	145,309.38	139.08	202,093.32	56,783.94	0.47
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	127,930.57	1.00	127,930.57	139.08	177,923.23	49,992.66	0.41
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV007	F_NBF	252,000.00	1.00	252,000.00	139.08	350,476.46	98,476.46	0.81
Security Type Sub-Total			4,281,680.02		4,281,680.02	2,778.08	5,356,140.73	1,074,460.71	12.34
Managed Account Sub-Total			6,959,907.75		43,538,089.38	4,559.17	43,443,801.21	(94,288.17)	100.01
Securities Sub-Total			\$6,959,907.75		\$43,538,089.38	\$4,559.17	\$43,443,801.21	(\$94,288.17)	100.01%
Accrued Interest							\$0.00		
Total Investments							\$43,443,801.21		

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAI - [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 5-10Y INV GRADE CORP	464288638	11413317	7,130.00	50.32	358,781.60	52.52	374,467.60	15,686.00	0.86
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	631.00	56.68	35,765.08	52.52	33,140.12	(2,624.96)	0.08
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	1,113.00	61.12	68,026.56	52.52	58,454.76	(9,571.80)	0.13
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	633.00	56.98	36,068.34	52.52	33,245.16	(2,823.18)	0.08
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	2,405.00	60.30	145,021.50	52.52	126,310.60	(18,710.90)	0.29
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	982.00	61.00	59,902.00	52.52	51,574.64	(8,327.36)	0.12
ISHARES 5-10Y INV GRADE CORP	464288638	11413317	1,779.00	57.66	102,578.92	52.52	93,433.08	(9,145.84)	0.21
ISHARES CORE U.S. AGGREGATE	464287226	8278395	4,049.00	98.87	400,324.63	98.92	400,527.08	202.45	0.92
ISHARES CORE U.S. AGGREGATE	464287226	8278395	17,957.00	98.64	1,771,278.48	98.92	1,776,306.44	5,027.96	4.08
ISHARES CORE U.S. AGGREGATE	464287226	8278395	3,372.00	99.12	334,232.64	98.92	333,558.24	(674.40)	0.77
ISHARES CORE U.S. AGGREGATE	464287226	8278395	6,272.00	92.76	581,790.09	98.92	620,426.24	38,636.15	1.42
ISHARES CORE U.S. AGGREGATE	464287226	8278395	3,317.00	96.40	319,758.80	98.92	328,117.64	8,358.84	0.75

Security Type Sub-Total			49,640.00		4,213,528.64	862.24	4,229,561.60	16,032.96	9.71
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Exchange-Traded Fund - Equity									
SCHWAB US LARGE-CAP ETF	808524201	17333747	43,384.00	22.81	989,589.04	22.08	957,918.72	(31,670.32)	2.20
SCHWAB US LARGE-CAP ETF	808524201	17333747	501,560.00	22.54	11,306,834.27	22.08	11,074,444.80	(232,389.47)	25.40
VANGUARD FTSE DEVELOPED ETF	921943858	12373850	17,313.00	52.35	906,332.09	50.83	880,019.79	(26,312.30)	2.02
VANGUARD TOTAL INTL STOCK	921909768	23836382	16,886.00	47.86	808,160.58	62.10	1,048,620.60	240,460.02	2.41
VANGUARD TOTAL INTL STOCK	921909768	23836382	1,375.00	54.44	74,855.00	62.10	85,387.50	10,532.50	0.20
VANGUARD TOTAL INTL STOCK	921909768	23836382	6,003.00	61.64	370,024.92	62.10	372,786.30	2,761.38	0.86
VANGUARD TOTAL INTL STOCK	921909768	23836382	3,770.00	52.06	196,266.20	62.10	234,117.00	37,850.80	0.54
VANGUARD TOTAL INTL STOCK	921909768	23836382	2,470.00	56.52	139,604.40	62.10	153,387.00	13,782.60	0.35
VANGUARD TOTAL INTL STOCK	921909768	23836382	2,875.00	51.81	148,953.46	62.10	178,537.50	29,584.04	0.41
VANGUARD TOTAL INTL STOCK	921909768	23836382	46,985.00	63.70	2,992,944.50	62.10	2,917,768.50	(75,176.00)	6.69
VANGUARD TOTAL INTL STOCK	921909768	23836382	2,469.00	56.19	138,733.11	62.10	153,324.90	14,591.79	0.35

Security Type Sub-Total			645,090.00		18,072,297.57	591.79	18,056,312.61	(15,984.96)	41.43
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Money Market Mutual Fund

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAI - [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	
Money Market Mutual Fund										
FIRST AM GOV OBLIG-Z DTD 01/01/2010 0.000% --	31846V567	351477	562,280.22	1.00	562,280.22	100.00	562,280.22	0.00	1.29	
Security Type Sub-Total			562,280.22		562,280.22	100.00	562,280.22	0.00	1.29	
Mutual Fund - Bond										
BAIRD CORE PLUS BOND-INST	057071870	7001692	464,609.50	10.78	5,009,519.17	10.17	4,725,078.56	(284,440.61)	10.84	
BBH LIMITED DURATION-I	05528X851	7344118	0.03	10.29	0.35	10.45	0.36	0.01	0.00	
DOUBLELINE CORE FIX INC-I	258620301	19170004	199,094.36	10.43	2,076,319.60	9.26	1,843,613.71	(232,705.89)	4.23	
NYLI MACKAY H/Y CORP BND-R6	56063N881	121732	137,597.57	5.18	713,062.70	5.16	710,003.49	(3,059.21)	1.63	
PGIM TOTAL RETURN BOND-R6	74440B884	168981	323,873.56	13.16	4,261,099.86	12.03	3,896,198.92	(364,900.94)	8.94	
VOYA INTERMEDIATE BOND-R6	92913L569	212412	235,621.58	9.77	2,303,003.00	8.76	2,064,045.00	(238,958.00)	4.74	
Security Type Sub-Total			1,360,796.59		14,363,004.68	55.83	13,238,940.04	(1,124,064.64)	30.38	
Mutual Fund - Equity										
COLUMBIA SMALL CAP GRW-INST3	19765Y340	195897	9,529.75	28.07	267,500.00	25.98	247,582.83	(19,917.17)	0.57	
GLDMN SCHS GQG PRT INTL-INST	38147N293	51973400	36,802.24	19.35	712,235.01	21.17	779,103.38	66,868.37	1.79	
HRDNG LVNR INTL EQTY-INST	412295107	175052	19,647.37	28.63	562,530.78	25.92	509,259.82	(53,270.96)	1.17	
HRTFRD SCHR EM MRKT EQ-SDR	41665H789	10575468	12,919.82	15.22	196,610.96	17.09	220,799.80	24,188.84	0.51	
UNDISC MGRS BEHAV VAL-R6	904504479	1428076	4,811.24	87.23	419,694.20	81.07	390,047.13	(29,647.07)	0.89	
Security Type Sub-Total			83,710.42		2,158,570.95	171.23	2,146,792.96	(11,777.99)	4.93	
Separate Account										
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	45,325.00	1.00	45,325.00	114.70	51,989.73	6,664.73	0.12	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	45,325.00	1.00	45,325.00	114.70	51,989.73	6,664.73	0.12	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	45,325.00	1.00	45,325.00	114.70	51,989.73	6,664.73	0.12	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	49,980.00	1.00	49,980.00	114.70	57,329.21	7,349.21	0.13	

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAI - [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										
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	49,000.00	1.00	49,000.00	114.70	56,205.11	7,205.11	0.13	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	45,325.00	1.00	45,325.00	114.70	51,989.73	6,664.73	0.12	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	49,000.00	1.00	49,000.00	114.70	56,205.11	7,205.11	0.13	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	16,876.11	1.00	16,876.11	114.70	19,357.63	2,481.52	0.04	
ATEL PRIVATE DEBT FUND II DTD 01/01/2010 0.000% --	ATEL00020	SA407	45,325.00	1.00	45,325.00	114.70	51,989.73	6,664.73	0.12	
BLACKSTONE INFRASTRUCTURE PRTNRS F 2 L. DTD 10/01/2024 0.000% --	BKSTONE64	SA496	900,000.00	1.00	900,000.00	100.00	900,000.00	0.00	2.06	
GOLUB CAPITAL XIV INT'L DTD 01/01/2010 0.000% --	GOLUB0091	F_GOLUB	180,000.00	1.00	180,000.00	127.48	229,464.06	49,464.06	0.53	
GOLUB CAPITAL XIV INT'L DTD 01/01/2010 0.000% --	GOLUB0091	F_GOLUB	1,127,240.00	1.00	1,127,240.00	127.48	1,437,005.94	309,765.94	3.30	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	80,433.93	1.00	80,433.93	139.08	111,865.87	31,431.94	0.26	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	204,378.01	1.00	204,378.01	139.08	284,244.76	79,866.75	0.65	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	252,000.00	1.00	252,000.00	139.08	350,476.46	98,476.46	0.80	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	180,319.43	1.00	180,319.43	139.08	250,784.58	70,465.15	0.58	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	147,000.00	1.00	147,000.00	139.08	204,444.60	57,444.60	0.47	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	127,930.57	1.00	127,930.57	139.08	177,923.23	49,992.66	0.41	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	105,000.00	1.00	105,000.00	139.08	146,031.86	41,031.86	0.34	

Detail of Securities Held & Market Analytics

For the Month Ending **March 31, 2025**

SUNLINE EMPLOYEES RETIREMENT NON-BARGAI - [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 SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	145,309.38	1.00	145,309.38	139.08	202,093.32	56,783.94	0.46	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	309,750.00	1.00	309,750.00	139.08	430,793.98	121,043.98	0.99	
NB SOF V DTD 01/01/2010 0.000% --	NBSOFV008	F_NBF	130,837.59	1.00	130,837.59	139.08	181,966.25	51,128.66	0.42	
Security Type Sub-Total			4,281,680.02		4,281,680.02	2,778.08	5,356,140.62	1,074,460.60	12.30	
Managed Account Sub-Total			6,983,197.25		43,651,362.08	4,559.17	43,590,028.05	(61,334.03)	100.04	
Securities Sub-Total			\$6,983,197.25		\$43,651,362.08	\$4,559.17	\$43,590,028.05	(\$61,334.03)	100.04%	
Accrued Interest							\$0.00			
Total Investments							\$43,590,028.05			

SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025

APPROVETO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Ridership Report for March 2025

Summary:

	Monthly Ridership		Monthly Variance	
	Mar-25	Mar-24	Net	Percent
Fixed Route	245,422	238,704	6,718	2.8%
SunRide	2,451	1,984	467	23.5%
Taxi Voucher*	120	188	(68)	(36.2)
SunDial	9,712	10,220	(508)	(5.0%)
Total	257,705	251,096	6,609	2.6%

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

Yearly Ridership	
Fiscal Year 2025	2,148,210
Fiscal Year 2024	2,029,189
Ridership Increase	119,022

Fiscal year to date system ridership increased by 119,859 rides or 5.87% 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:

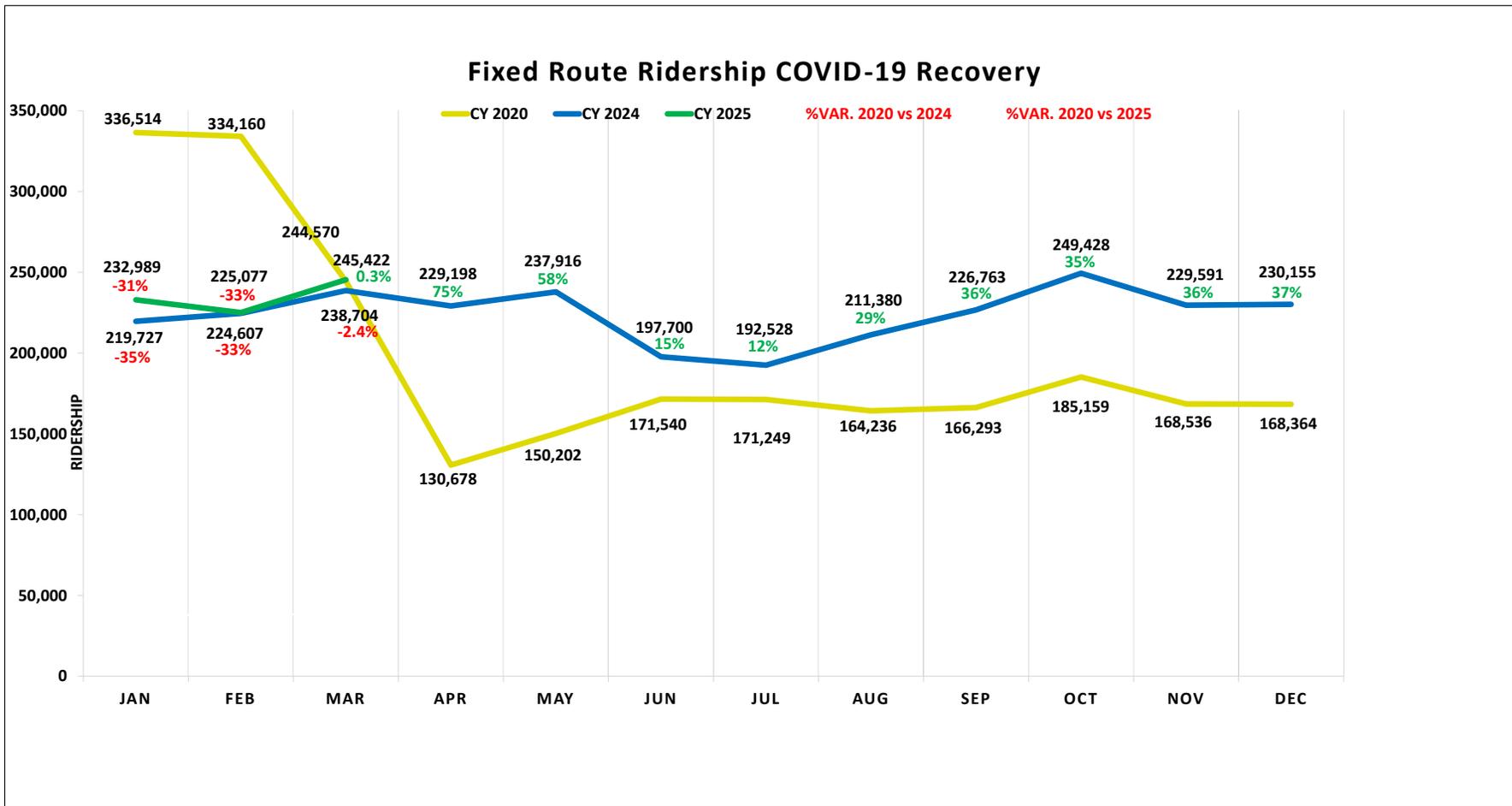
Approve.



SunLine Transit Agency Monthly Ridership Report March 2025

Fixed Route	FY 2025		FY 2024		Monthly KPI		Bikes		Wheelchairs	
	Mar 2025	Mar 2024	YTD	YTD	Passengers/ Rev. Hours	Passengers/ Rev. Miles	Monthly	FYTD	Monthly	FYTD
Route 1EV	53,606	53,220	449,374	442,928	20.0	1.6	2,171	16,713	241	2,449
Route 1WV	39,830	40,368	345,331	334,091	15.7	1.3	1,044	11,744	254	2,878
Route 2	64,632	64,121	578,072	538,258	18.6	1.4	1,823	15,449	517	4,555
Route 3	8,235	8,042	70,383	62,564	10.1	0.6	267	2,475	85	833
Route 4	21,038	21,891	179,071	165,301	11.4	0.8	573	4,906	145	1,052
Route 5	3,367	2,774	24,048	15,068	5.7	0.3	86	720	22	145
Route 6	5,695	4,274	41,529	26,868	8.8	0.6	144	1,372	38	250
Route 7	9,012	8,408	69,318	68,649	9.8	0.7	360	3,057	27	181
Route 8	17,674	17,744	146,203	136,354	10.8	0.7	638	4,085	49	758
Route 9	6,342	5,162	41,105	41,399	8.0	0.4	84	684	10	110
Route 10	3,856	3,760	29,920	26,712	20.0	0.2	12	2,051	6	339
Route 200 SB	189	154	1,458	1,564	14.0	0.7	-	6	-	1
Route 400 SB	-	-	-	-	-	-	-	-	-	-
Route 401 SB	-	-	-	-	-	-	-	-	-	-
Route 402 NB	-	-	-	-	-	-	-	-	-	-
Route 403 NB	-	-	-	-	-	-	-	-	-	-
Route 500 SB	241	591	1,218	2,584	10.0	1.5	1	3	-	-
Route 501 NB	-	-	-	-	-	-	-	-	-	-
Route 700 SB/NB	493	505	2,350	2,794	15.6	1.0	1	6	-	-
Route 701 SB/NB	1,462	1,056	7,612	6,723	108.8	7.2	2	22	-	7
Route 800 NB	5,749	2,667	28,894	15,333	224.6	11.1	1	6	1	11
Route 801 SB	4,001	2,349	22,566	18,835	173.0	10.2	-	1	-	1
Route 802 SB	-	292	2,106	3,899	11.4	0.6	-	-	-	2
Route 803 NB	-	1,327	2,776	11,051	27.7	1.4	-	-	-	-
Fixed Route Total	245,422	238,704	2,043,333	1,920,975	15.7	1.1	7,207	63,300	1,395	13,572
SunRide	2,451	1,984	19,763	16,451						
Taxi Voucher	120	188	1,314	1,659						
SunDial	9,712	10,220	83,800	90,104	1.0	0.2				
System Total	257,705	251,096	2,148,210	2,029,189	11.3	0.8				
	Mar-25	Mar-24								
Weekdays:	21	21								
Saturdays:	5	5								
Sundays:	5	5								
Total Days:	31	31								

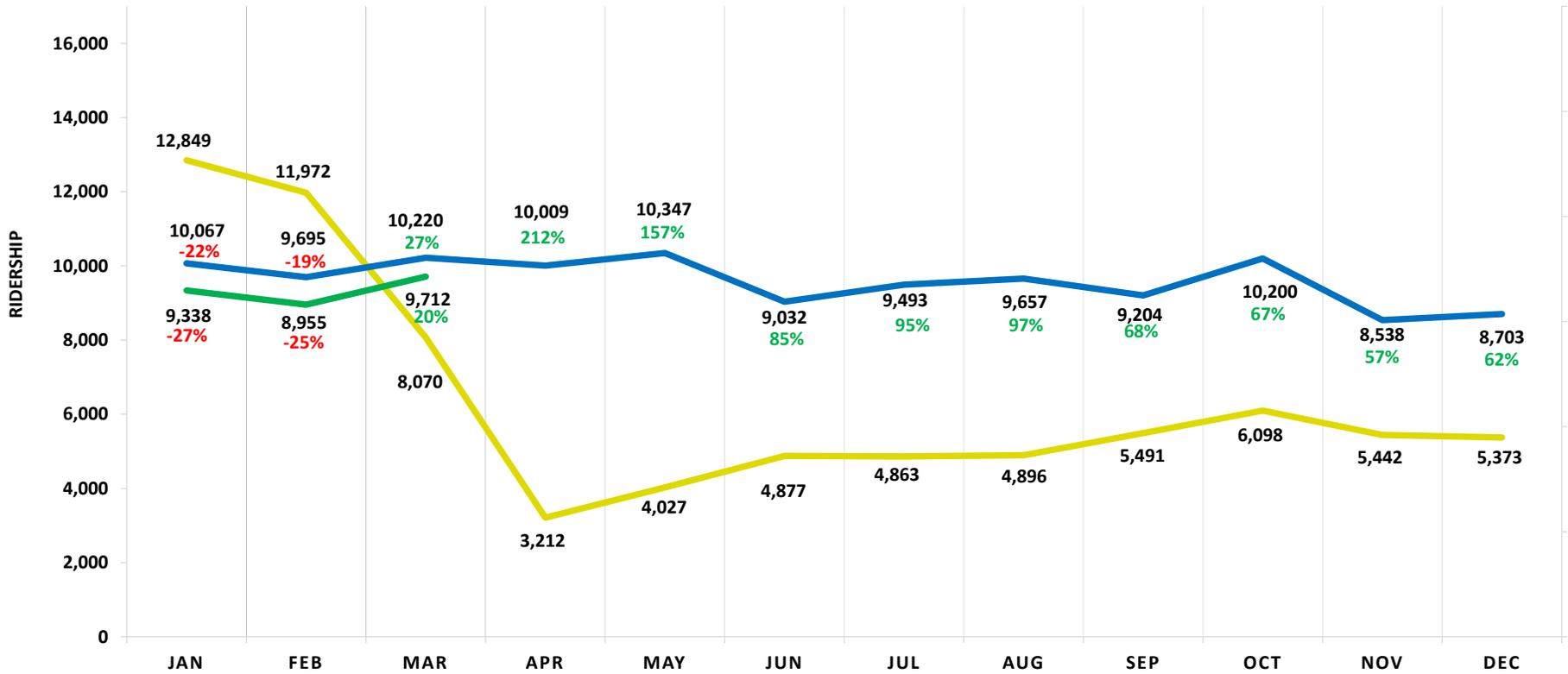
Haul Pass COD contributed with 9,752 rides, CSUSB with 2,636 rides.
 Mobile Ticketing contributed with 53,159 rides, the total for March 2025 includes 108 paratransit mobile tickets.
 Due to system issues, missing riderships for Routes 802 and 803 are calculated within the ridership totals for Routes 800 and 801.



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. 2024 and 2025 are referring to the baseline of 2020. CY 2020 will remain on the chart since it is the baseline needed to compare ridership recovery for CY 2024 & CY 2025. CY 2021 - CY 2023 have been removed to reflect the two (2) most recent years in recovery.

Paratransit Ridership COVID-19 Recovery

— CY 2020
 — CY 2024
 — CY 2025
 %VAR. 2020 vs 2024
 %VAR. 2020 vs 2025



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. 2024 and 2025 are referring to the baseline of 2020. CY 2020 will remain on the chart since it is the baseline needed to compare ridership recovery for CY 2024 & CY 2025. CY 2021 - CY 2023 have been removed to reflect the two (2) most recent years in recovery.

SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of SunDial Operational Notes for March 2025

Summary:

Due to ongoing bus technology upgrades, on-time performance (OTP) reporting will be temporarily paused to ensure data accuracy during system testing and calibration. Reporting will resume once the new system is fully implemented and validated.

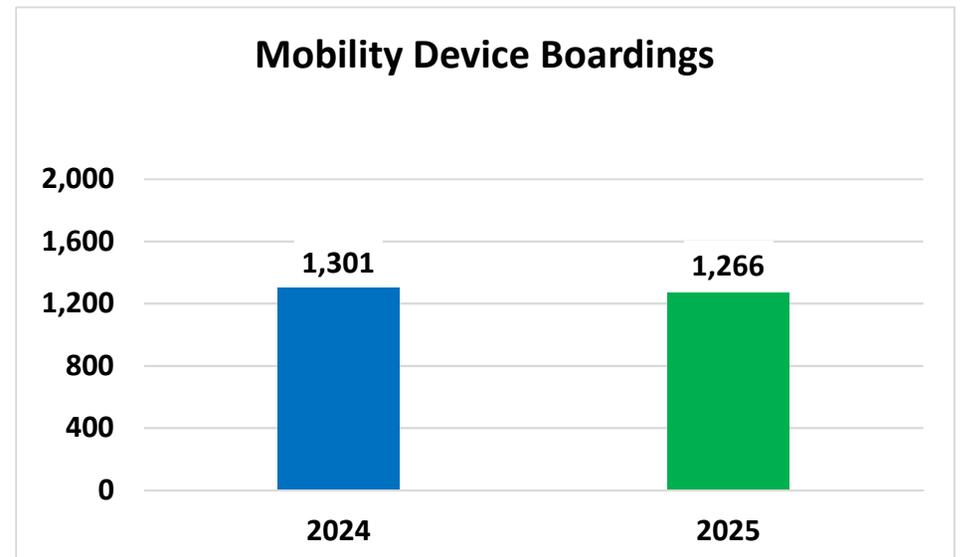
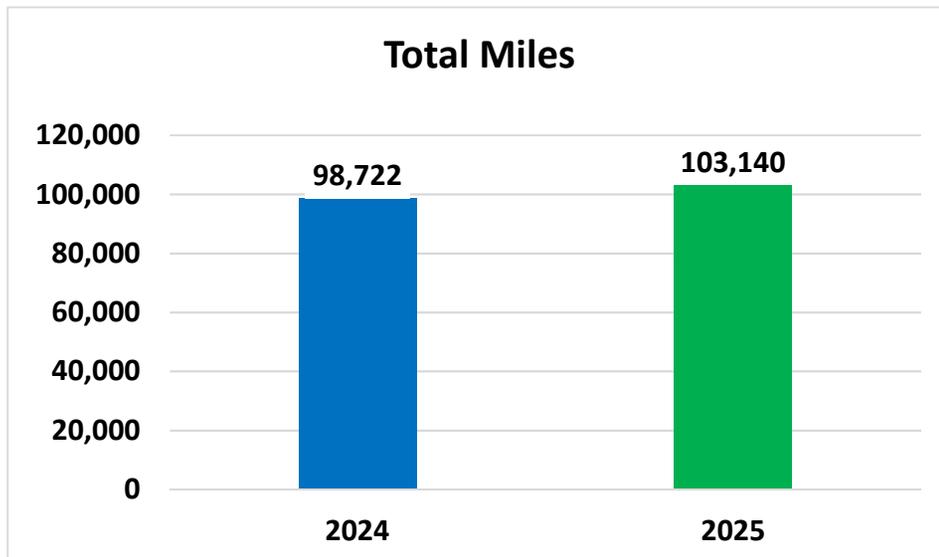
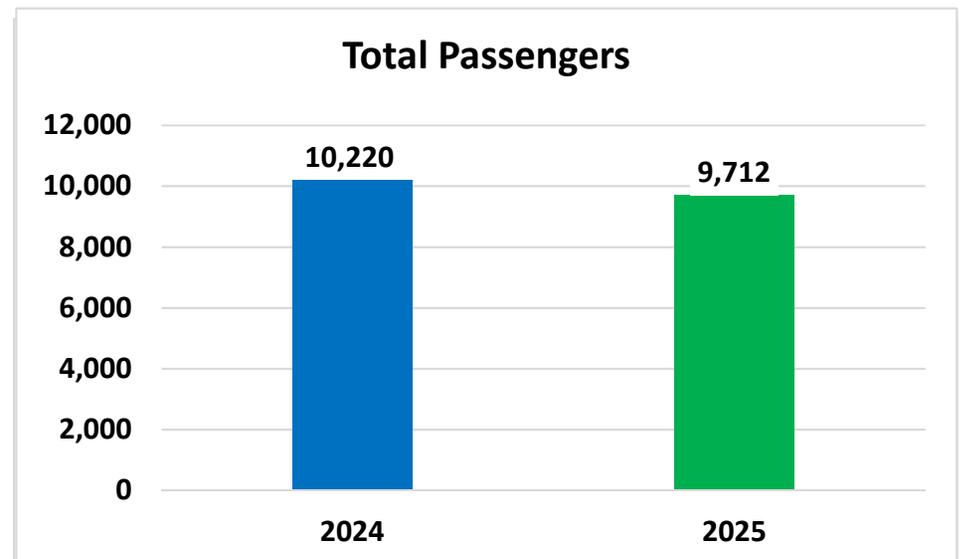
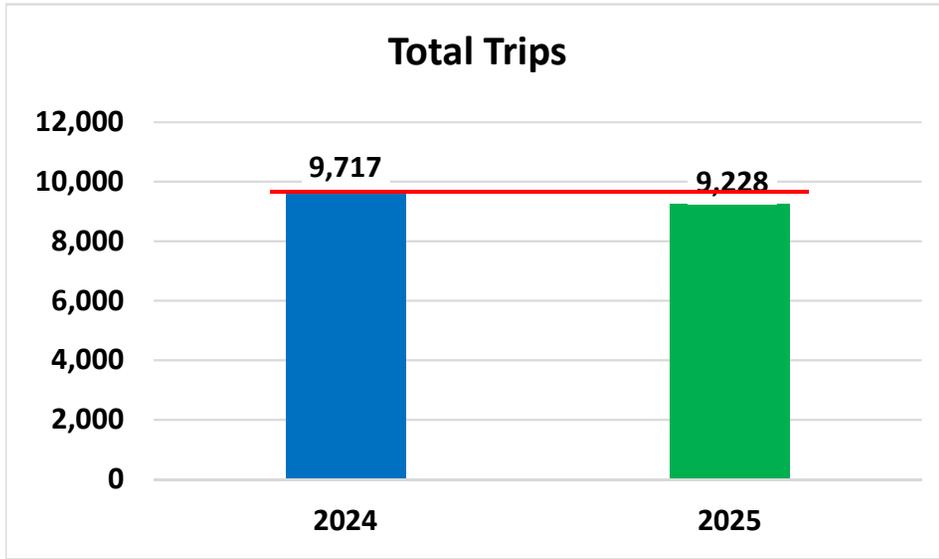
The total number of passengers for the month of March 2025 were 9,712, which is a decrease of 508 passengers or 5.2% when compared to March 2024. Mobility device boardings for March 2025 decreased by 35 or 2.7% when compared to March 2024. During this month, the field supervisors conducted a total of 73 onboard inspections and 77 safety evaluations, which included pre-trip inspections and trailing evaluations. The supervisors have exceeded their monthly on-board evaluations goal of 60 by 17, which is a decrease of 6.0% when compared to March 2024. Similarly, they have also exceeded their safety evaluations goal of 60 by 17, which is a decrease of 1.0% when compared to March 2024.

Recommendation:

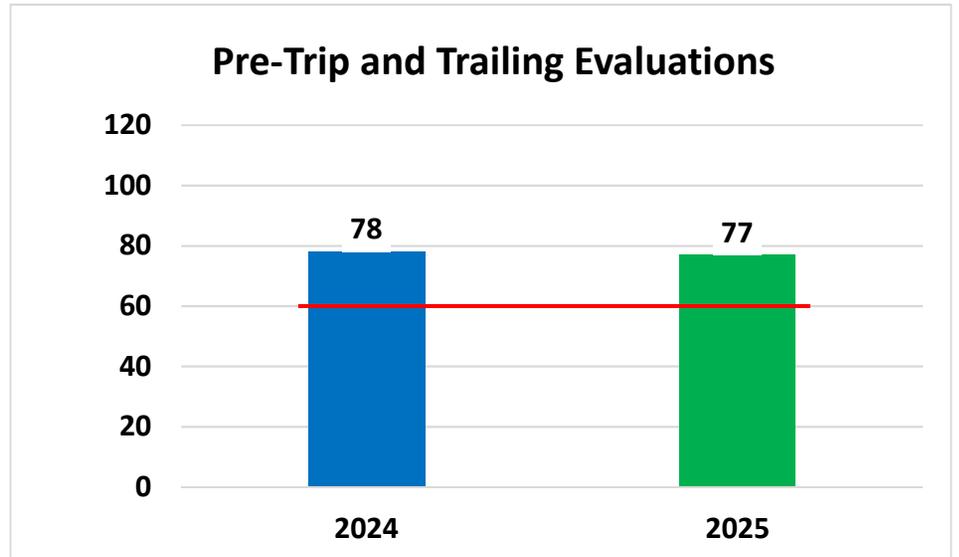
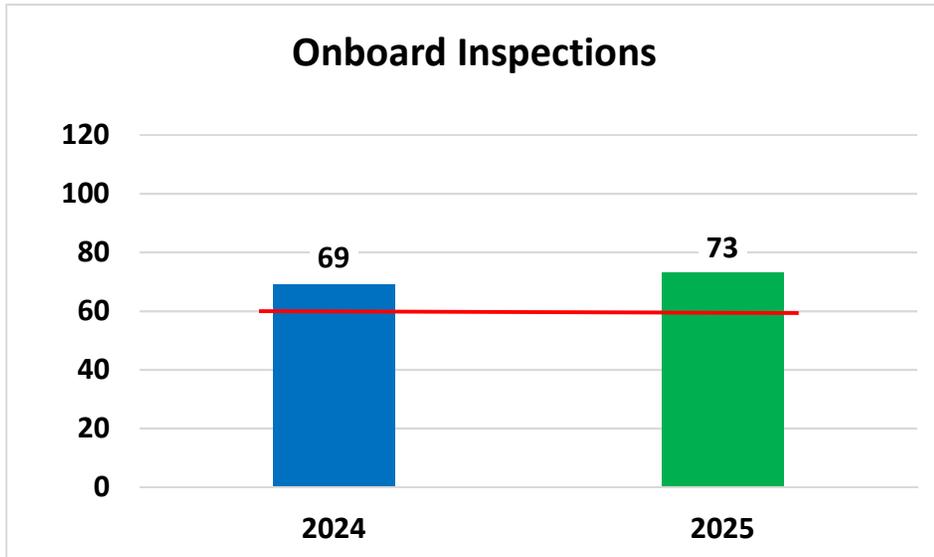
Approve.

Paratransit Operational Charts

March 2024 vs. March 2025



Paratransit Operational Charts March 2024 vs. March 2025



SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Metrics for March 2025

Summary:

The metrics packet includes data highlighting operator absences, fixed route customer complaints, paratransit customer complaints and advertising revenue. SunRide performance includes system-wide metrics, trip booking method and geo-fence metrics for Desert Hot Springs/Desert Edge, Palm Desert, Coachella, Mecca/North Shore, Indio, Cathedral City, La Quinta 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

The new turnkey microtransit provider, Via, had a soft launch on March 18, 2025. Data from both providers are included in March's performance charts.

- Systemwide ridership for March totaled 2,274 trips by 2,451 passengers, reflecting a 24% increase compared to March 2024 and an 8% increase over February 2025.
- Cathedral City saw a 37% increase in ridership, with 202 trips by 216 passengers, compared to February 2025.
- Indio had its strongest month to date, with 511 trips by 569 passengers, marking a 120% increase compared to March 2024 and an 8% increase from February 2025.
- Palm Desert ridership had 747 trips by 766 passengers, showing a 4% increase compared to February 2025.
- Palm Springs continued its upward trend with 296 trips by 335 passengers, an 8% increase from February 2025.

Fixed Route

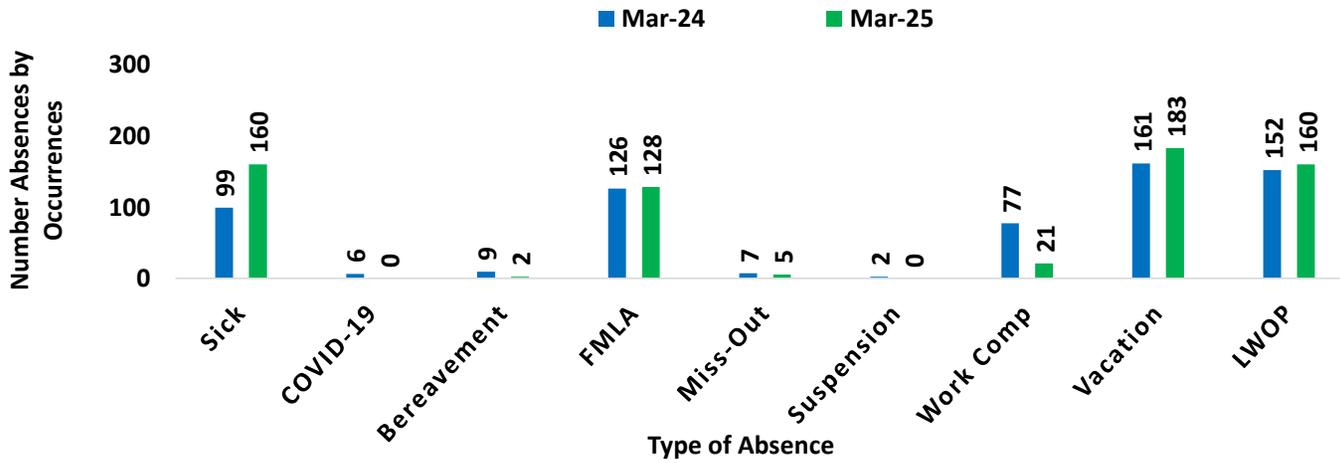
Due to ongoing bus technology upgrades, on-time performance (OTP) reporting will be temporarily paused to ensure data accuracy during system testing and calibration. Reporting will resume once the new system is fully implemented and validated.

- For March 2025, 21% of fixed route operator workforce was absent, matching the percentage from March 2024.
- For March 2025, the fixed route operator workforce had 127 operators, compared to 147 operators in March 2024.

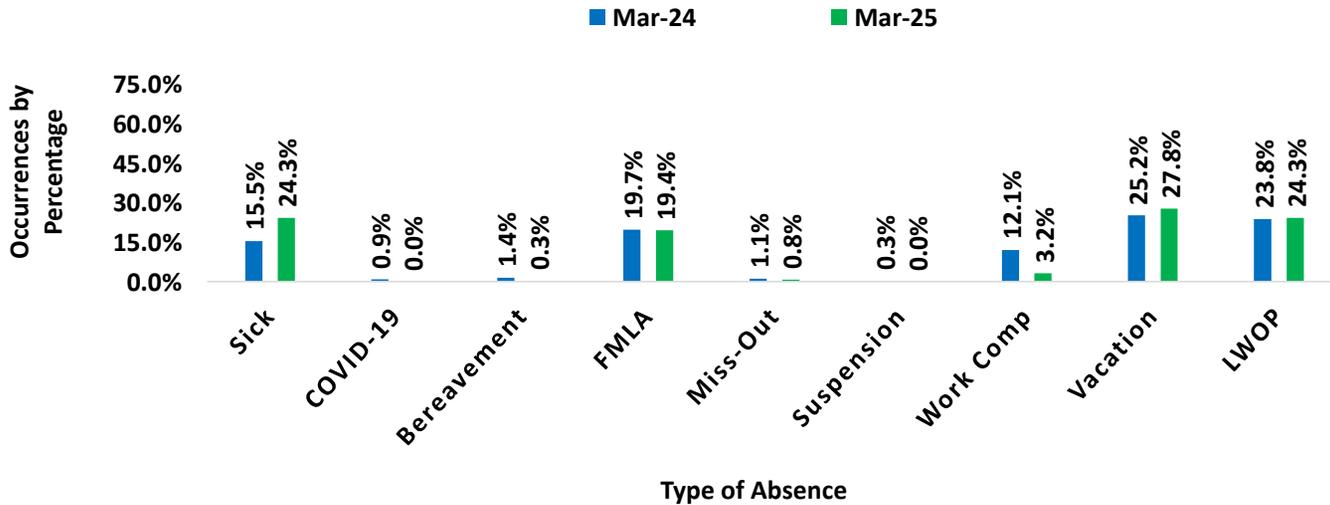
Recommendation:

Approve.

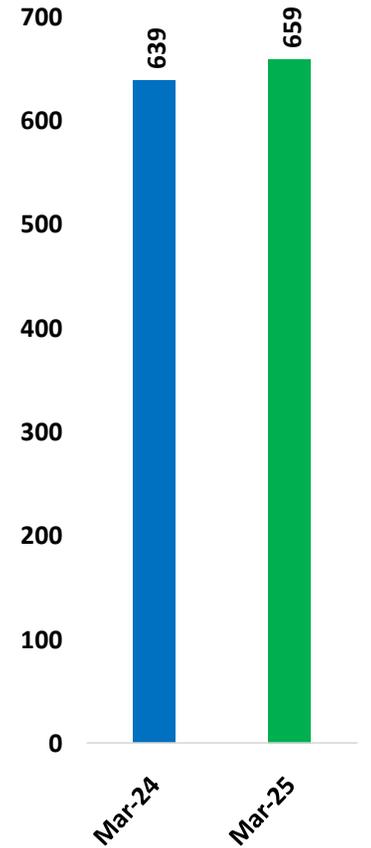
Fixed Route Operator Absence by Type



Fixed Route Operator Absence Type by Percentage



Fixed Route Total Absence Occurrences

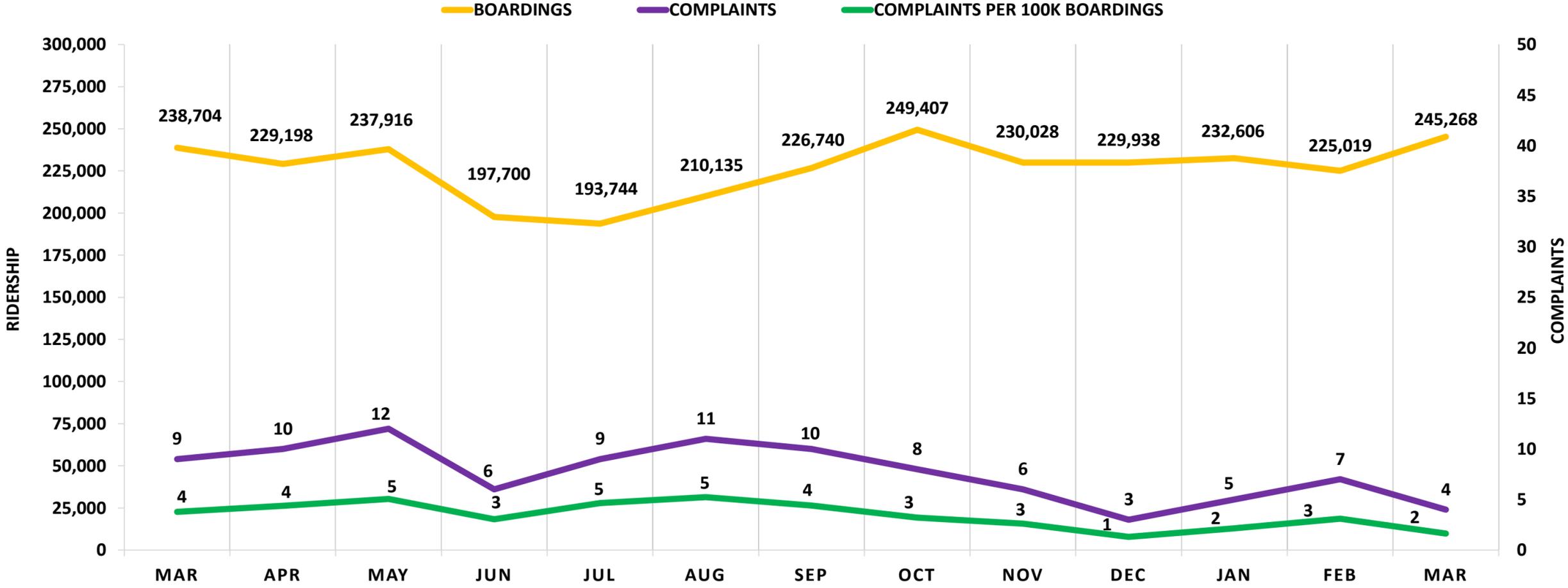


This chart includes unplanned/unscheduled and COVID-19 absences for Fixed Route drivers.

For the month of March 2025, 21% of SunLine's fixed route operator workforce was absent when compared to March 2024 at 21%.

For the month of March 2025, workforce was at a total of 127 operators when compared to March 2024 at 147 operators.

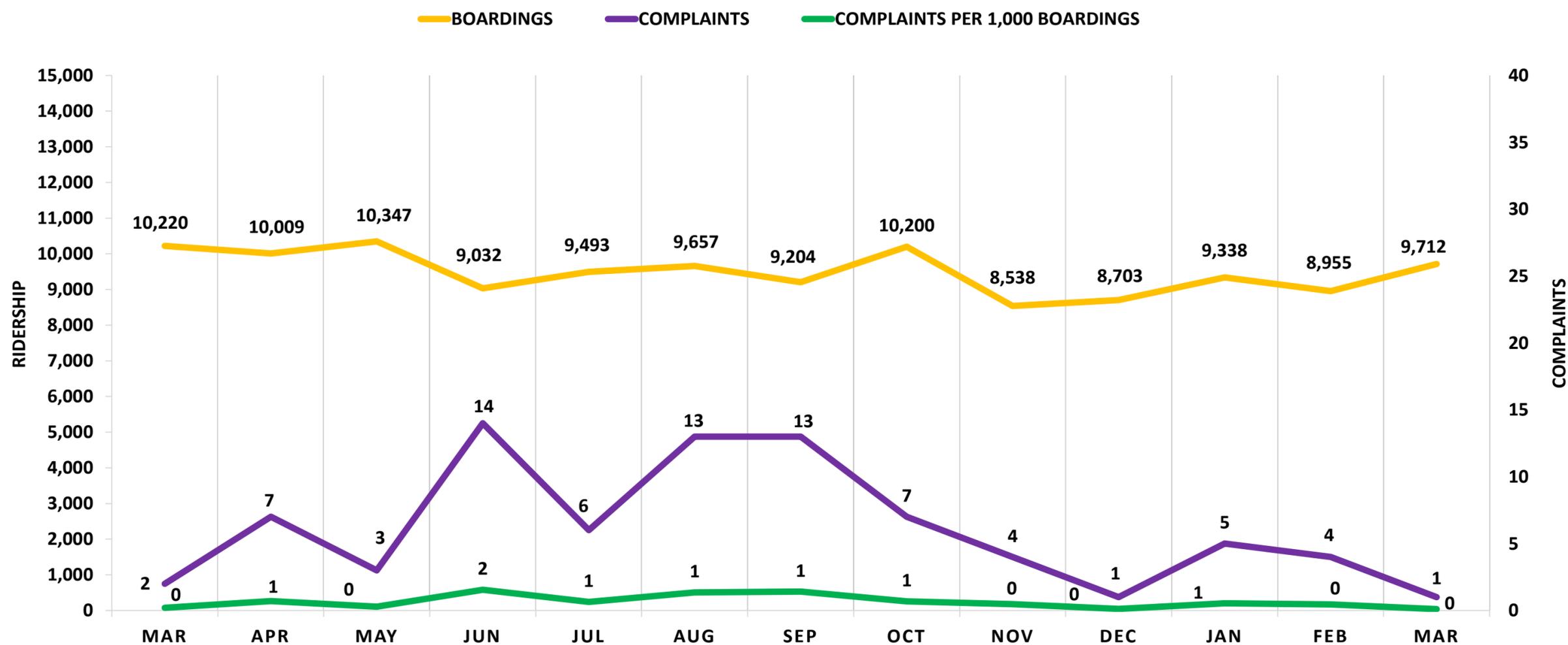
Fixed Route Customer Complaints March 2024 to March 2025



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, 99.9% of our total boardings did not receive a complaint.

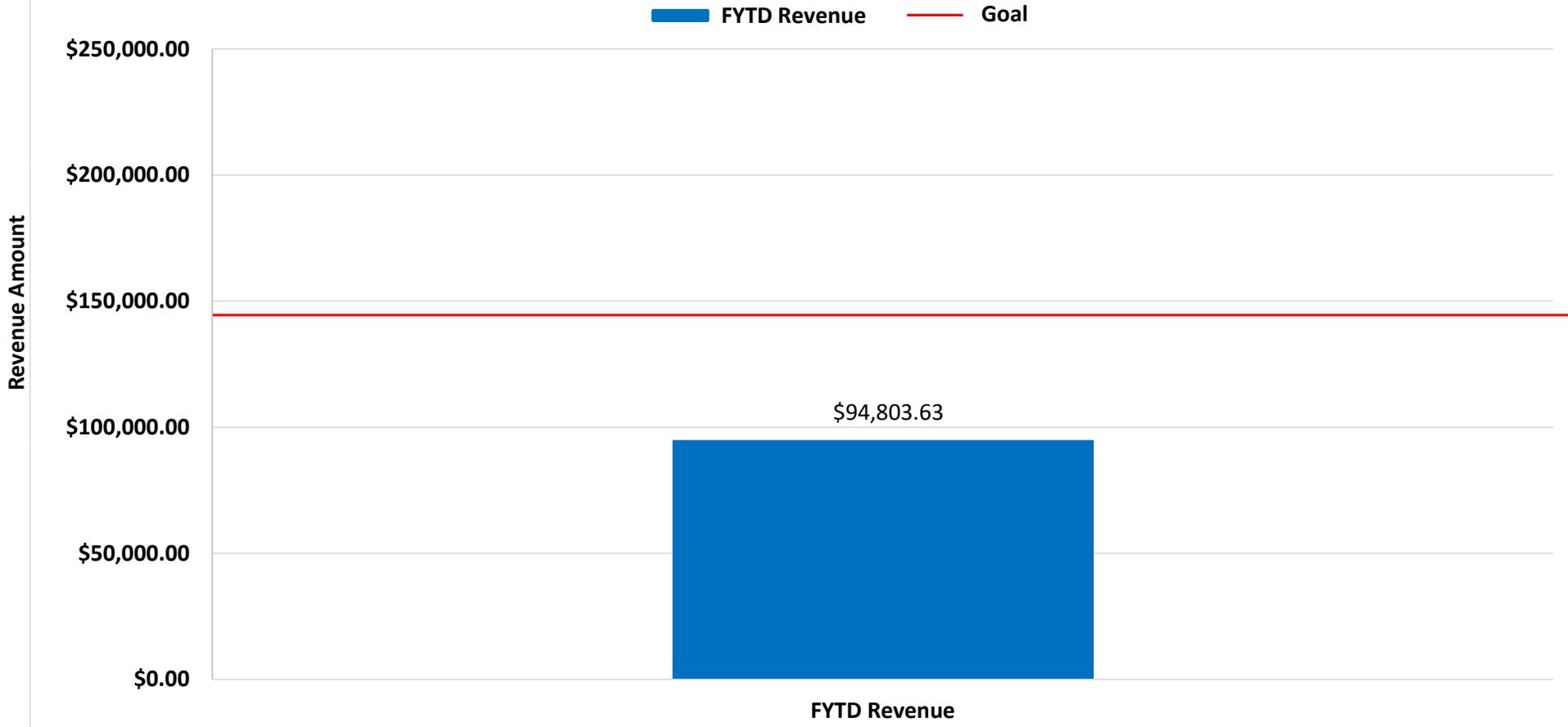
Paratransit Customer Complaints March 2024 to March 2025



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, 99.99% of our total boardings did not receive a complaint.

Advertising Revenue FYTD Revenue vs. Yearly Goal March 2025

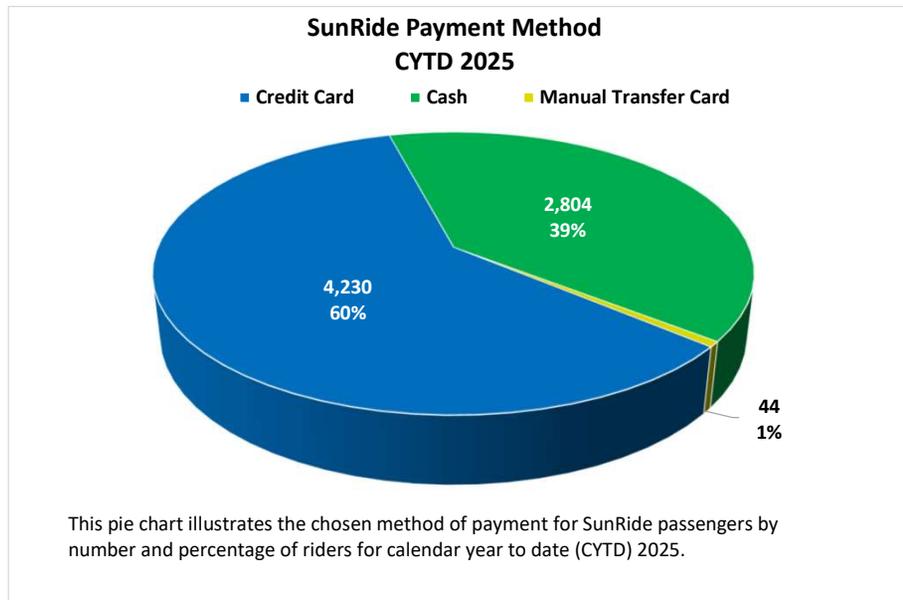
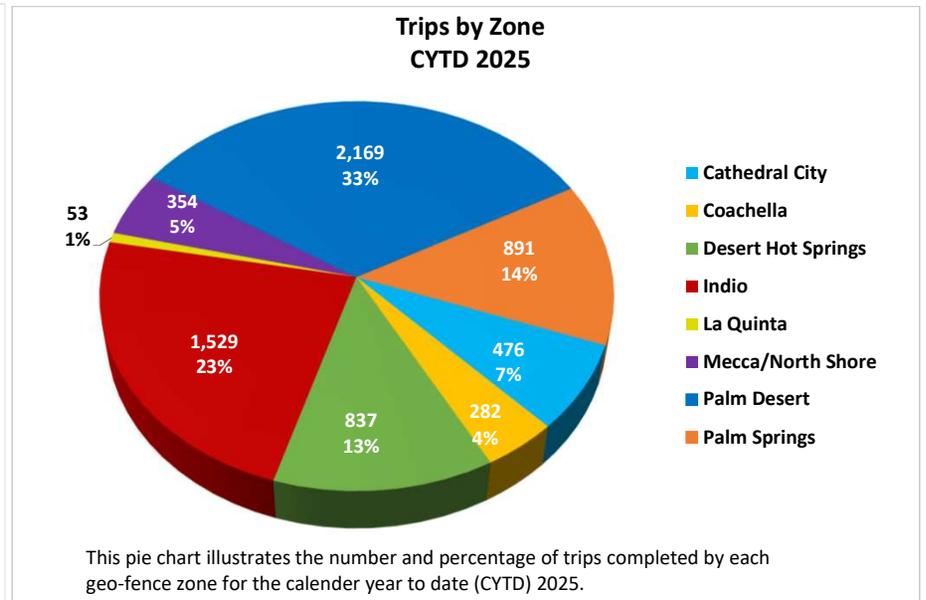
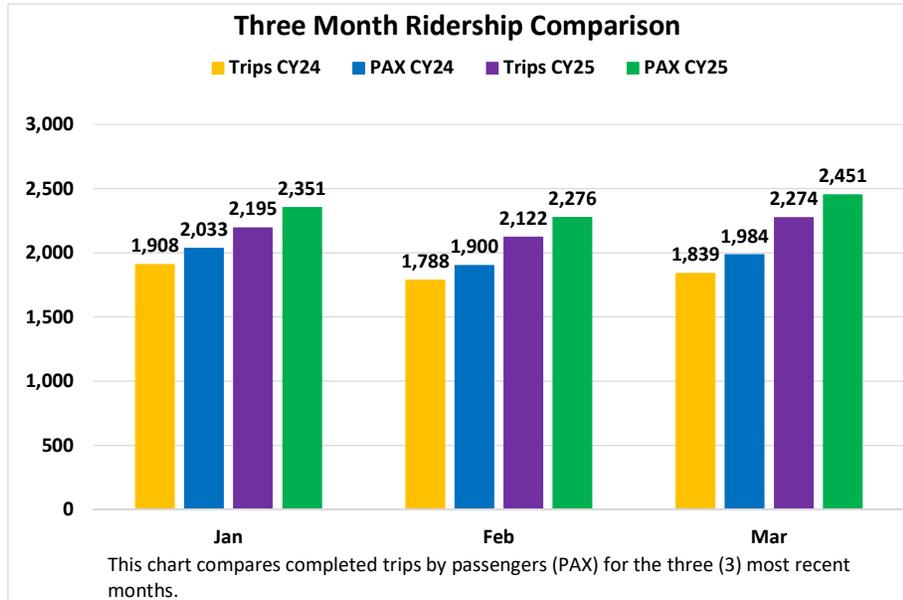


Advertising revenue tracks revenue of invoiced contracts for bus shelter and bus wrap advertising. The graph tracks FYTD revenue versus our yearly goal. The yearly goal for FY25 is \$150,000 (*advertising revenues follow Finance Department reporting from the previous two (2) months*).

SunRide System-Wide Metrics CYTD 2025

Total Completed Trips: 6,591

Total Number of Passengers: 7,078

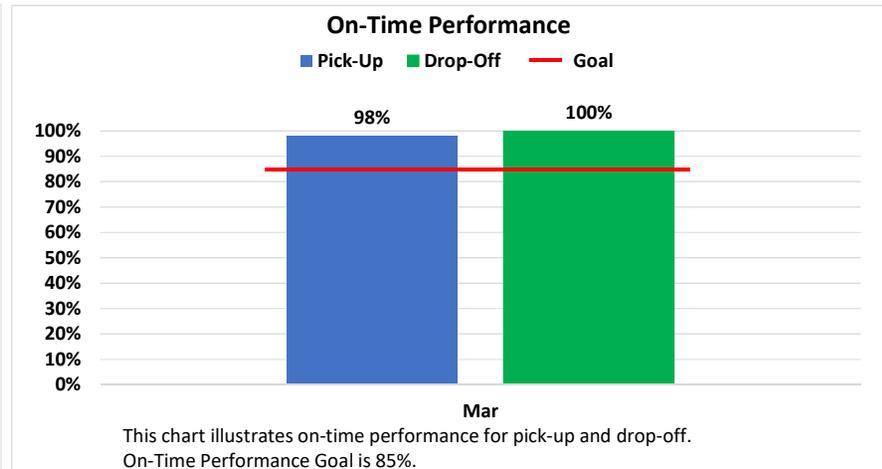
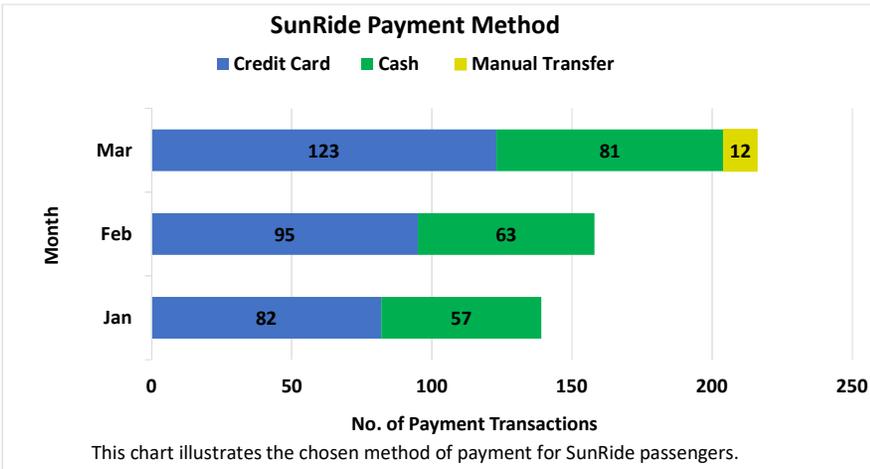
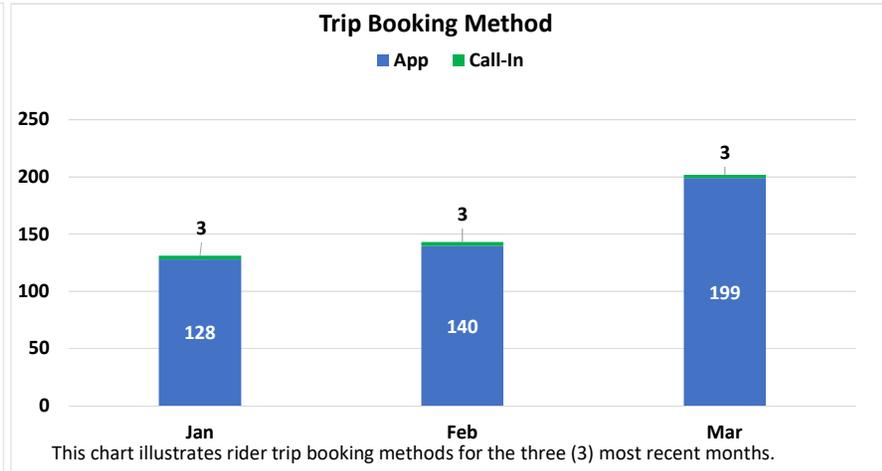
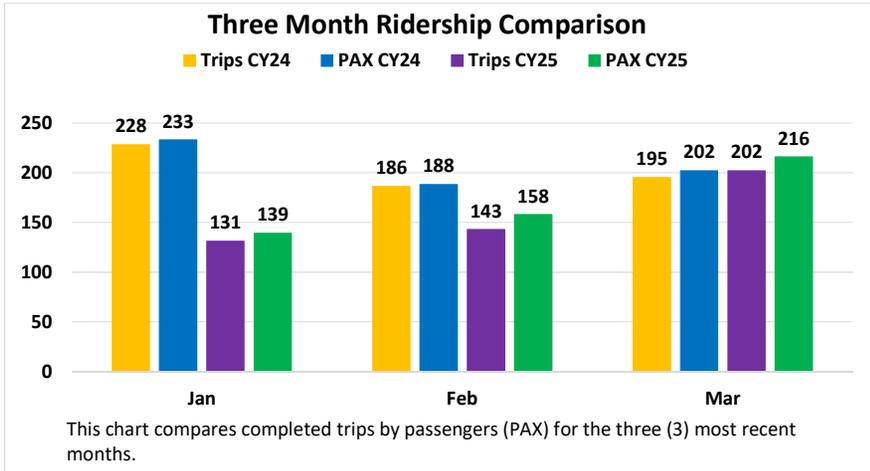


Percentage of Trips System-wide as Ridesharing: 28%.
 [Based on No. of Shared Rides for the month (626) divided by Total Trips Completed (2,274)].

Cathedral City Geo-Fence Metrics CYTD 2025

Total Completed Trips: 476

Total Number of Passengers: 513



Percentage of Trips as Ridesharing: Ten (10) percent.
 [Based on No. of Shared Rides for the month (20) divided by Total Trips Completed (202).]

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

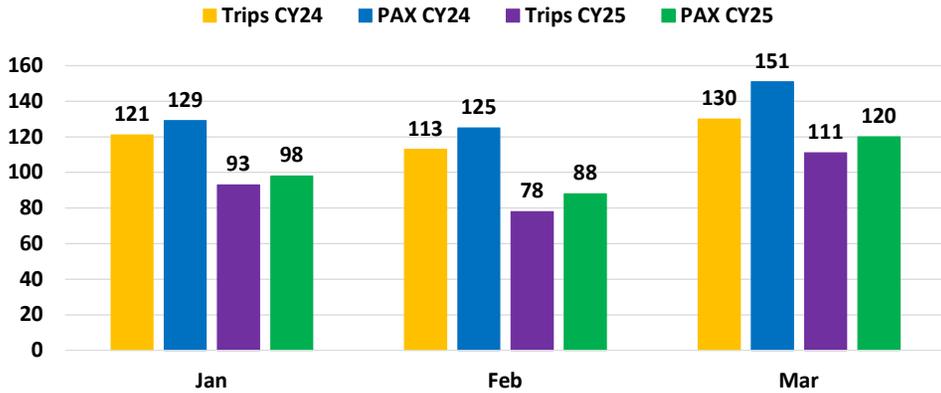


Coachella Geo-Fence Metrics CYTD 2025

Total Completed Trips: 282

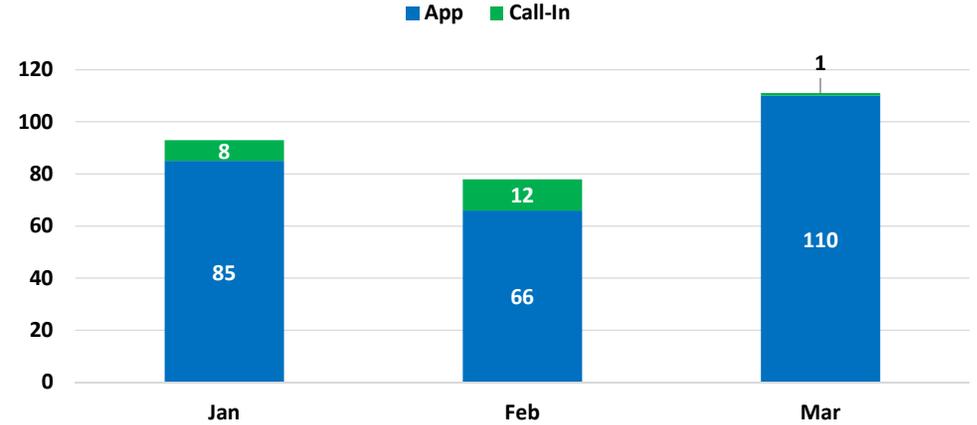
Total Number of Passengers: 306

Three Month Ridership Comparison



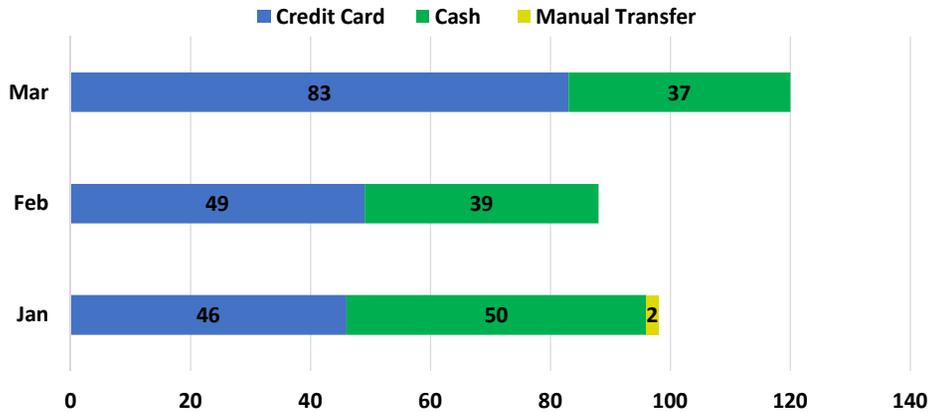
This chart compares completed trips by passengers (PAX) for the three (3) most recent months.

Trip Booking Method



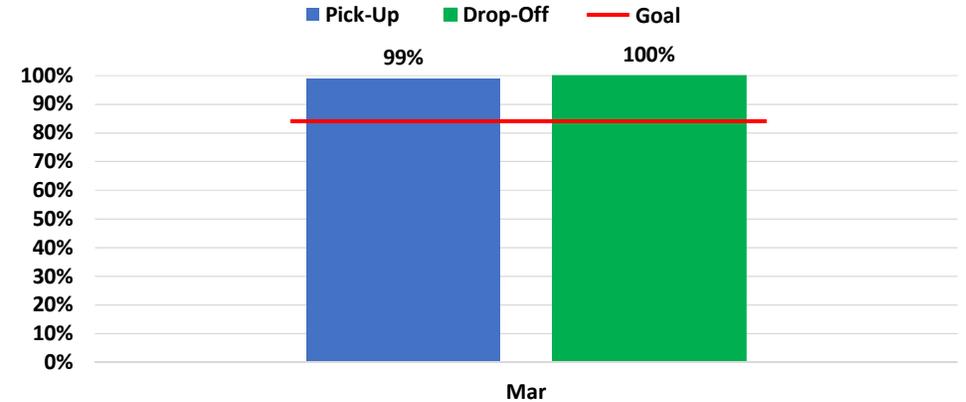
This chart illustrates rider trip booking methods for the three (3) most recent months.

SunRide Payment Method



This chart illustrates the chosen method of payment for SunRide passengers.

On-Time Performance



This chart illustrates on-time performance for pick-up and drop-off. On-Time Performance Goal is 85%.



Combined Zone: Coachella-Indio-LaQuinta
Percentage of Trips as Ridesharing: 20%.

[Based on No. of Shared Rides for the month (127) divided by Total Trips Completed (640).]

Customer Satisfaction Rating

Avg. rider trip rating: 5.0
Goal: 4.5

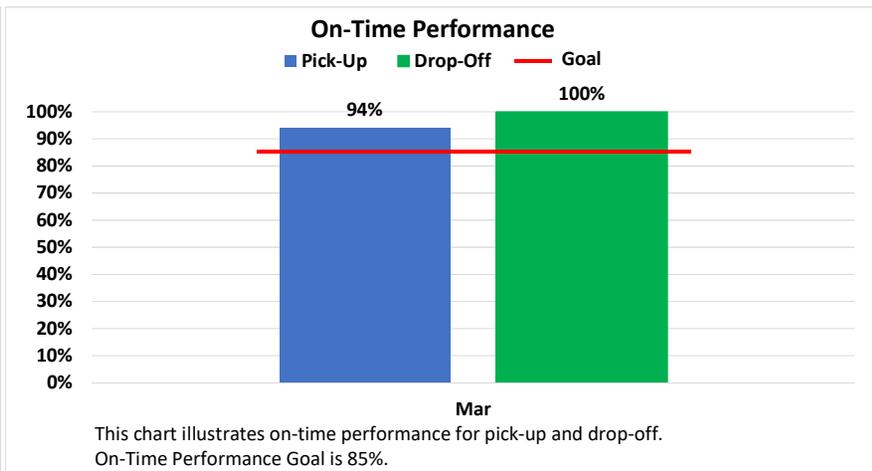
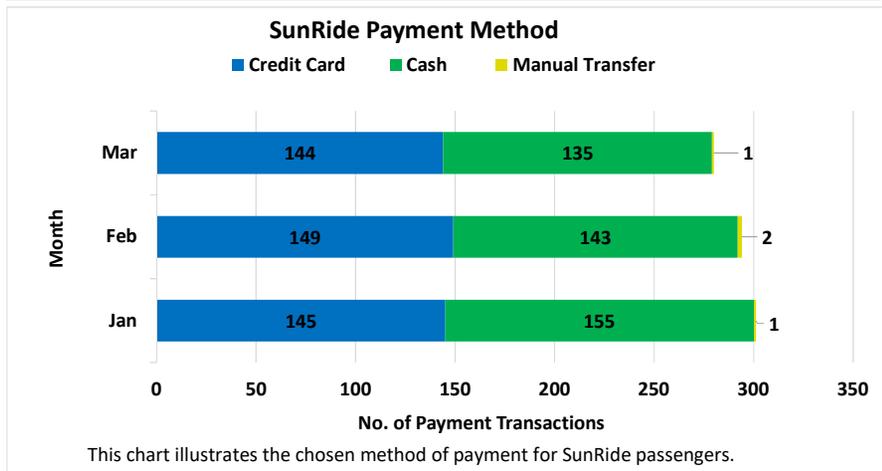
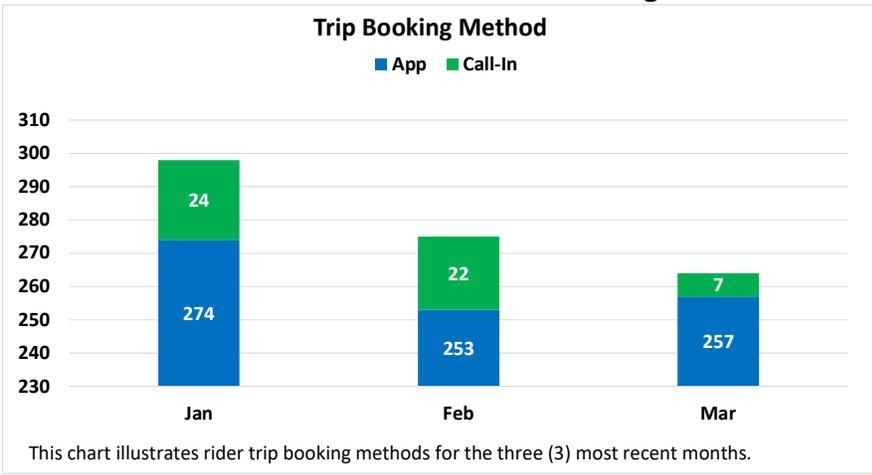
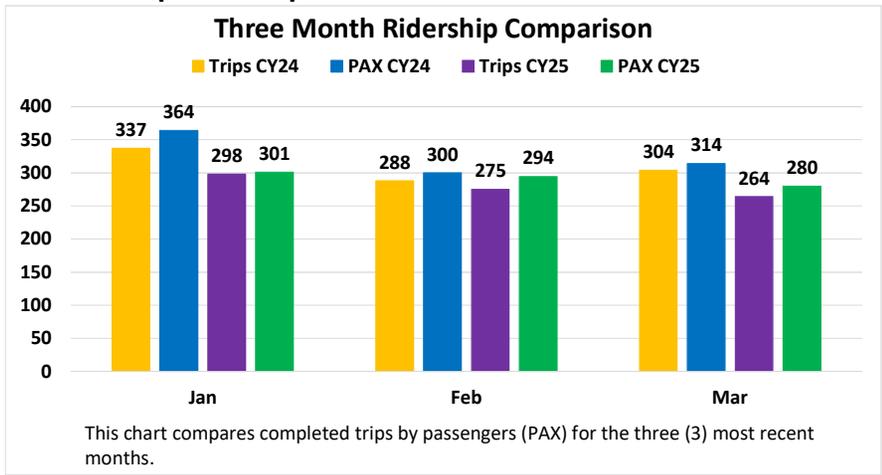


EXCEEDS GOAL!

Desert Hot Springs/Desert Edge Geo-Fence Metrics CYTD 2025

Total Completed Trips: 837

Total Number of Passengers: 875



Percentage of Trips as Ridesharing: 18%.
 [Based on No. of Shared Rides for the month (47) divided by Total Trips Completed (264).]

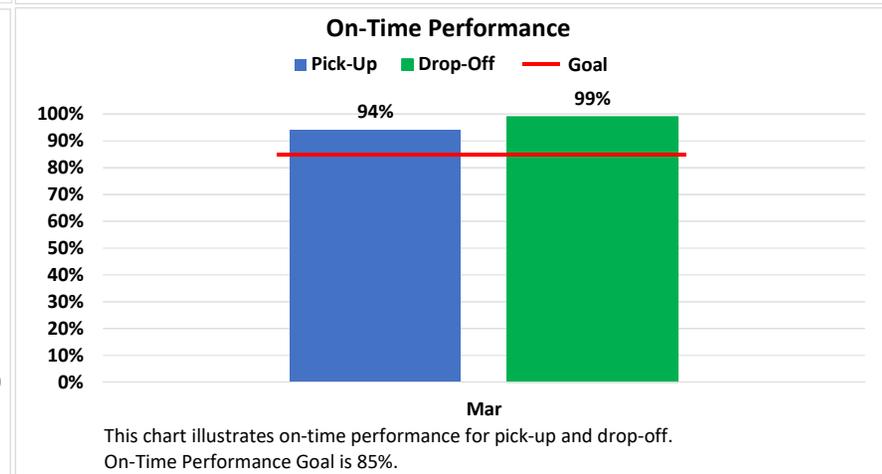
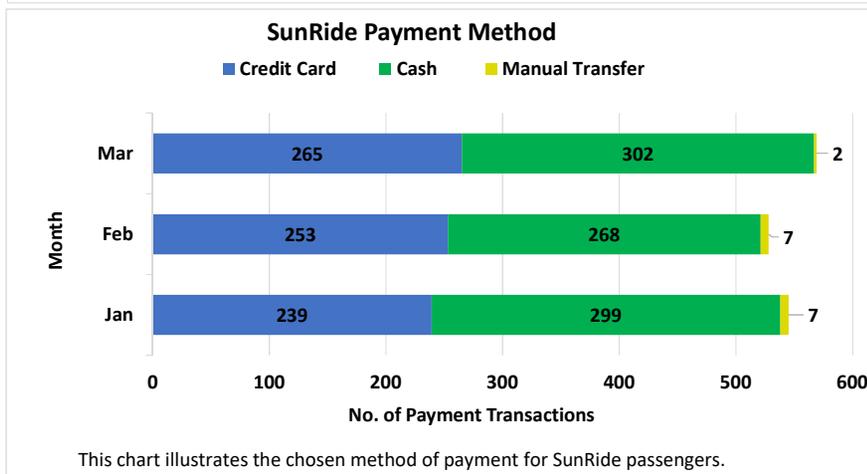
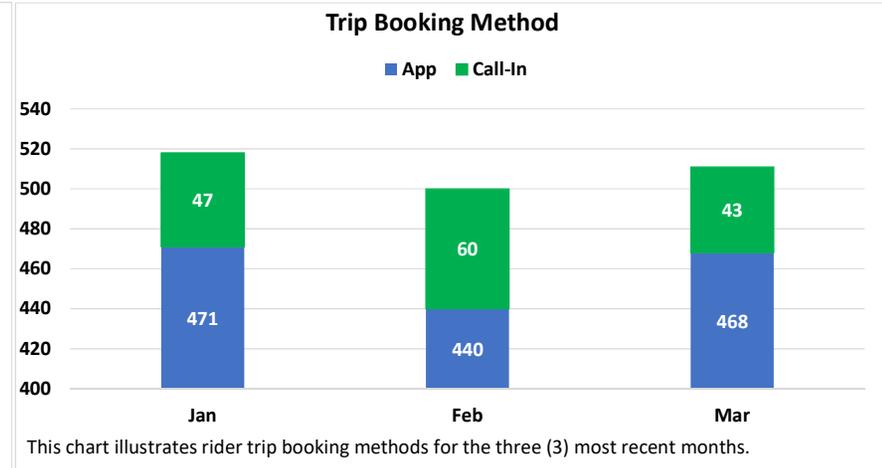
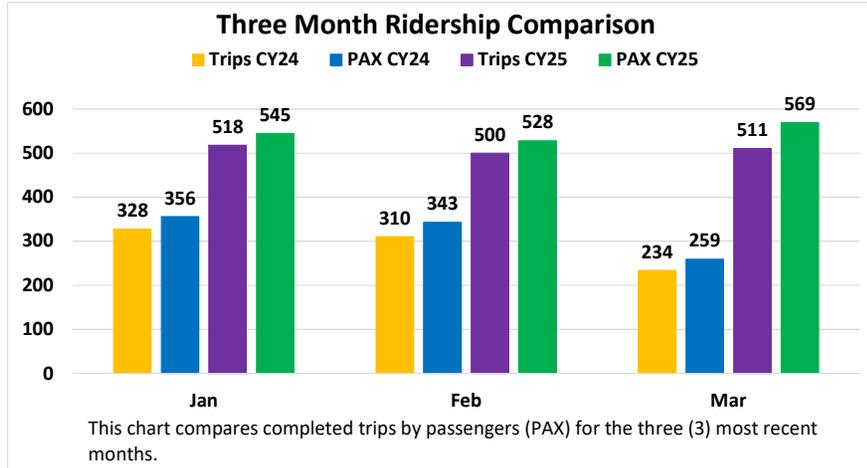
Customer Satisfaction Rating
 Avg. rider trip rating 4.6
 Goal: 4.5



Indio Geo-Fence Metrics CYTD 2025

Total Completed Trips: 1,529

Total Number of Passengers: 1,642



 **Combined Zone: Coachella-Indio-LaQuinta**
Percentage of Trips as Ridesharing: 20%.
 [Based on No. of Shared Rides for the month (127) divided by Total Trips Completed (640).]

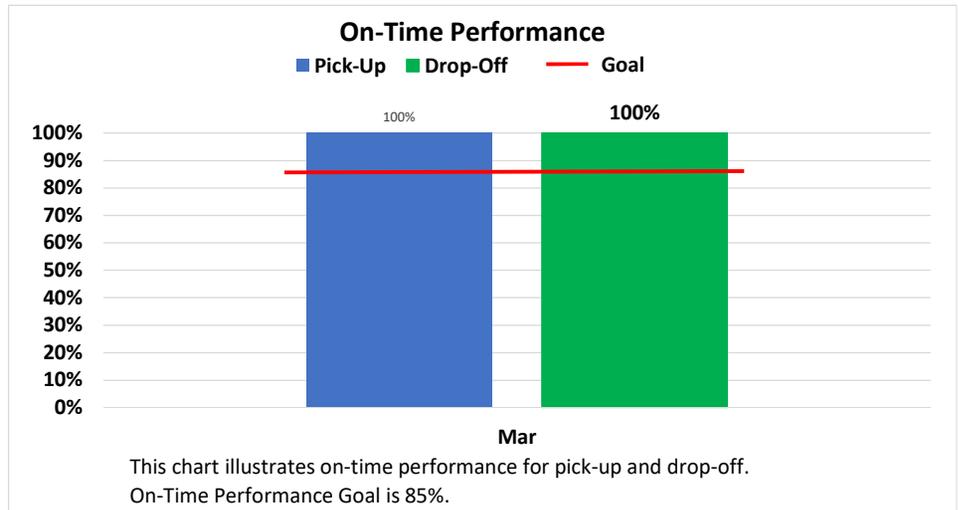
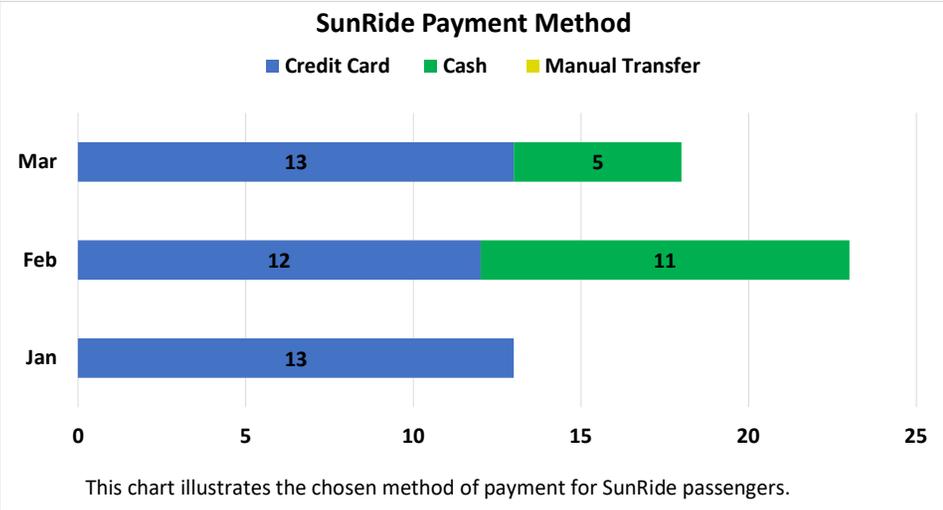
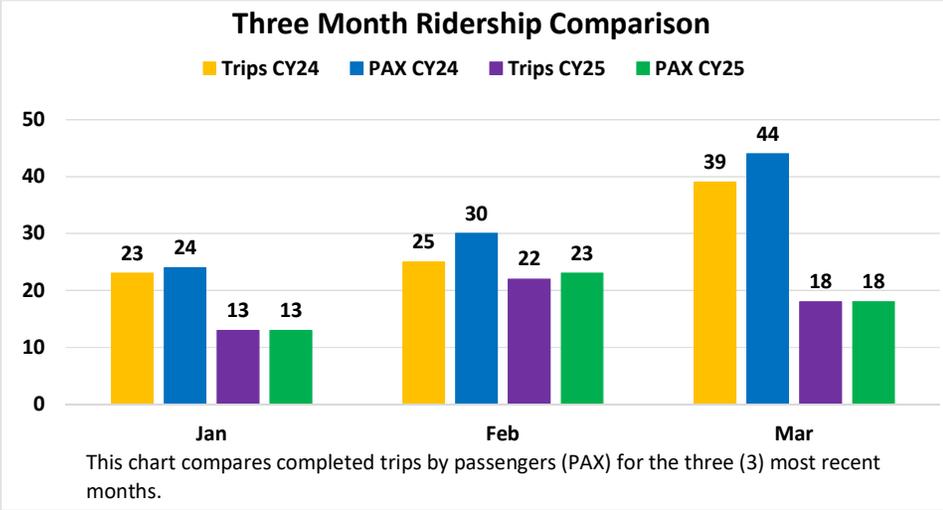
Customer Satisfaction Rating
 Avg. rider trip rating 5.0
 Goal: 4.5


EXCEEDS GOAL

La Quinta Geo-Fence Metrics CYTD 2025

Total Completed Trips: 53

Total Number of Passengers: 54



Combined Zone: Coachella-Indio-LaQuinta
Percentage of Trips as Ridesharing: 20%.
 [Based on No. of Shared Rides for the month (127) divided by Total Trips Completed (640).]

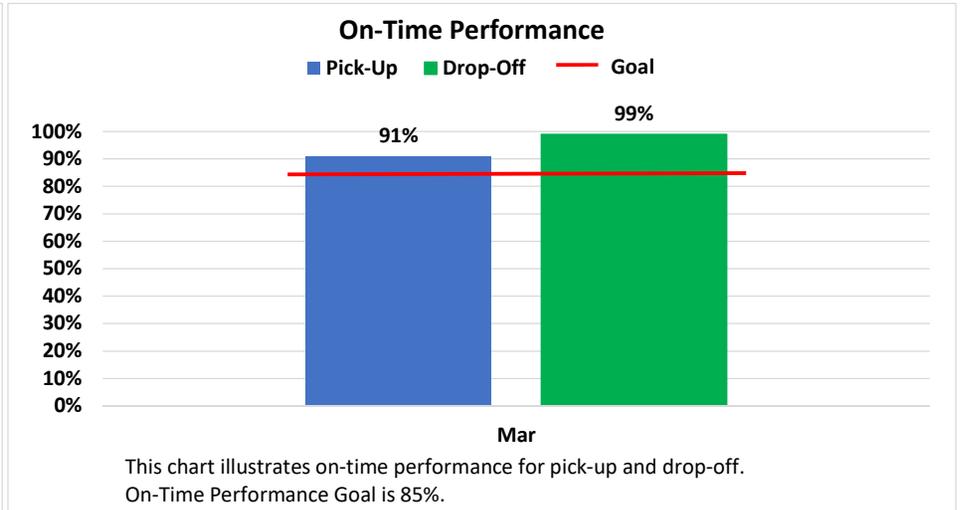
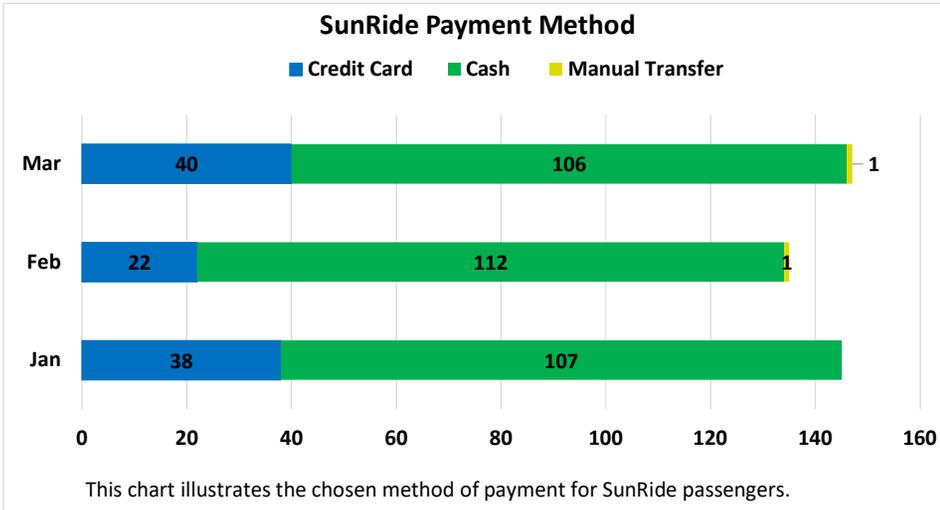
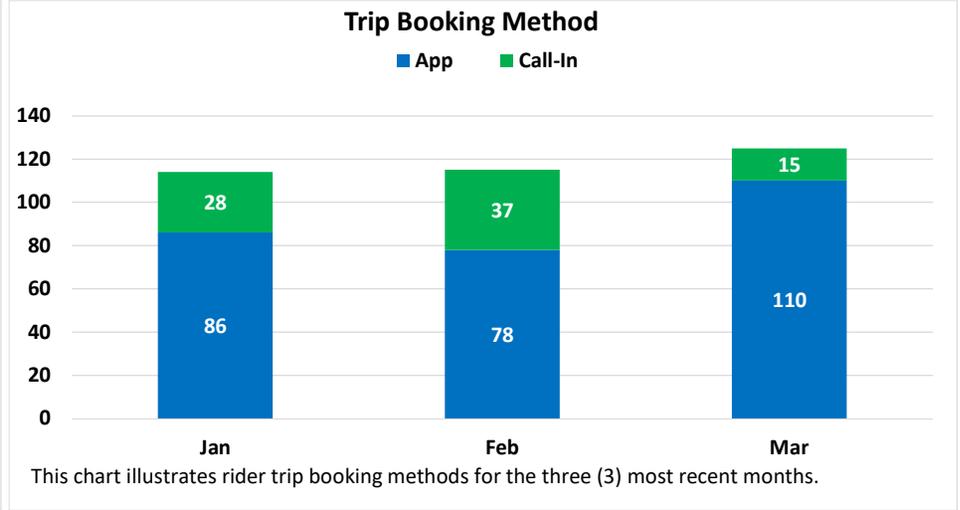
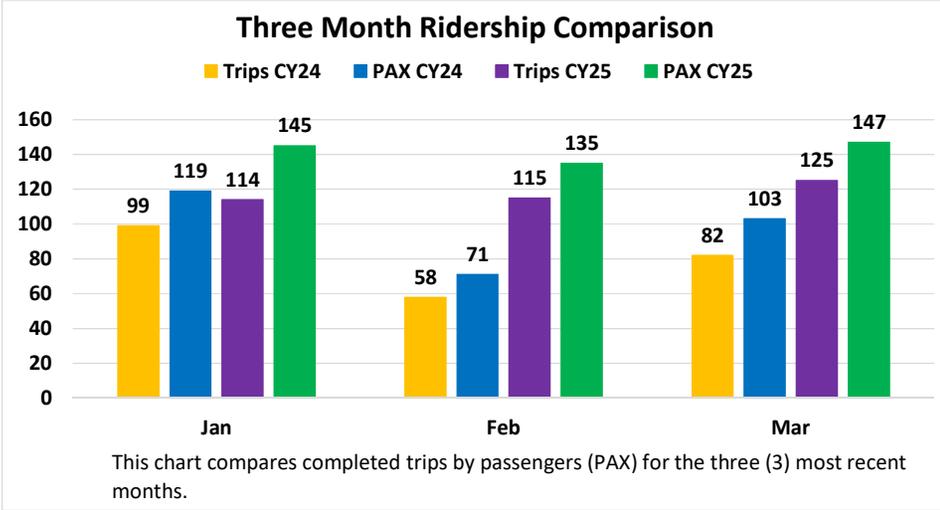
Customer Satisfaction Rating
 Avg. rider trip rating: 5.0
 Goal: 4.5



Mecca/North Shore Geo-Fence Metrics CYTD 2025

Total Completed Trips: 354

Total Number of Passengers: 427



Percentage of Trips as Ridesharing: 14%.
[Based on No. of Shared Rides for the month (18) divided by Total Trips Completed (125).]

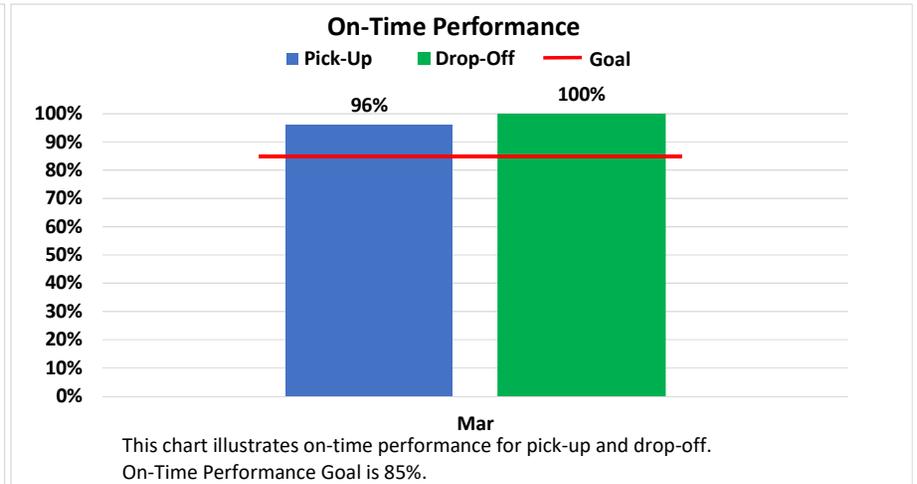
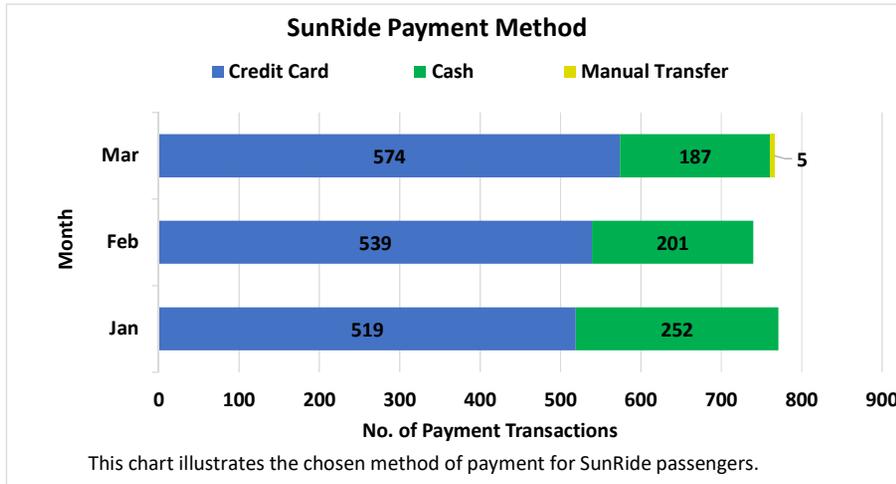
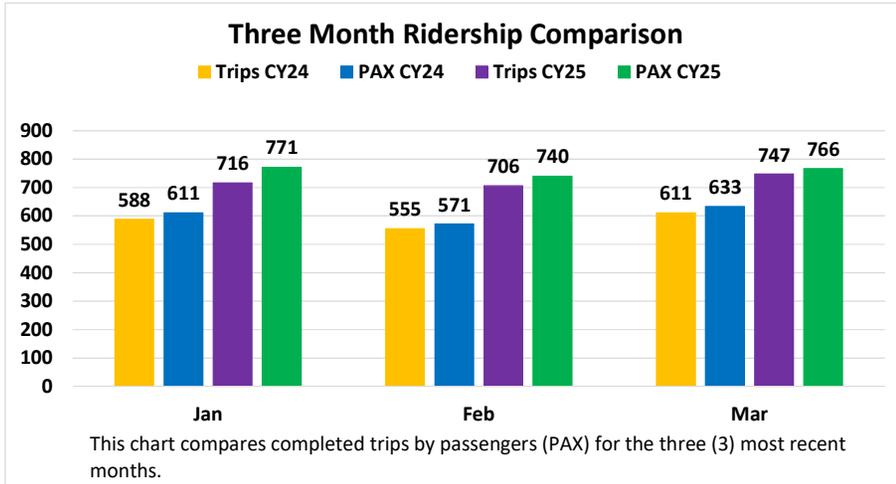
Customer Satisfaction Rating
Avg. rider trip rating: 4.9
Goal: 4.5



Palm Desert Geo-Fence Metrics CYTD 2025

Total Completed Trips: 2,169

Total Number of Passengers: 2,277



Percentage of Trips as Ridesharing: 42%.
 [Based on No. of Shared Rides for the month (312) divided by Total Trips Completed (747).]

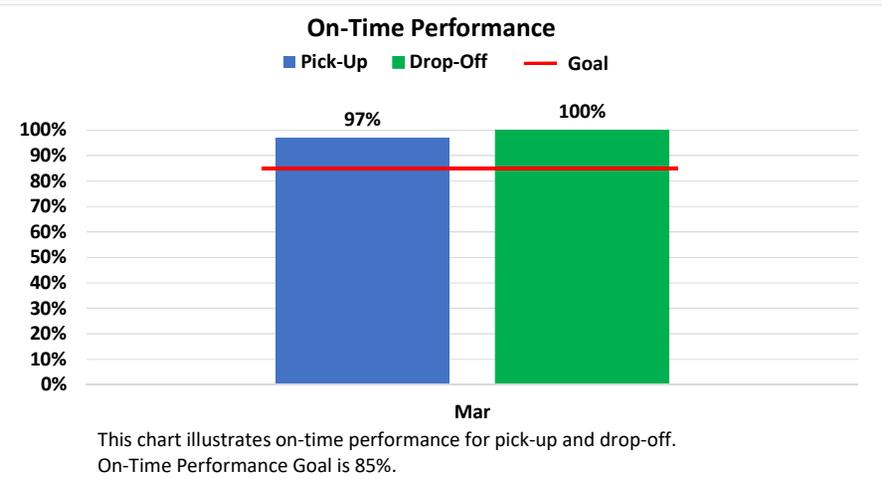
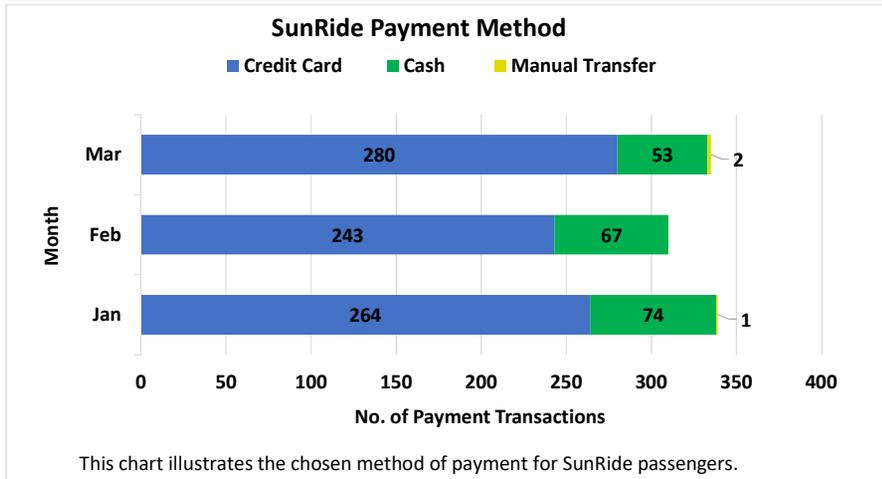
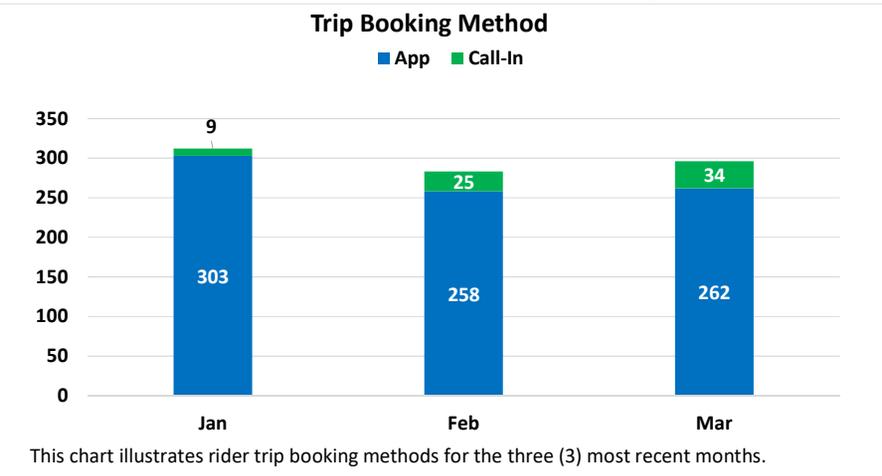
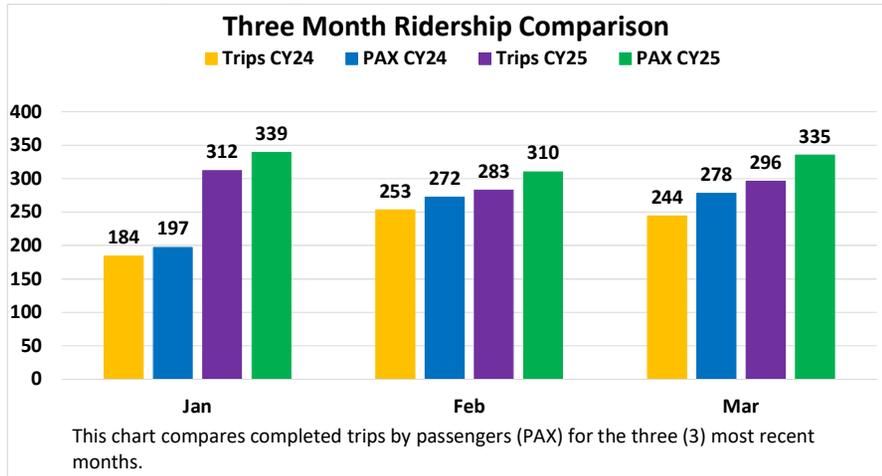
Customer Satisfaction Rating
 Avg. rider trip rating: 4.8
 Goal: 4.5



Palm Springs Geo-Fence Metrics CYTD 2025

Total Completed Trips: 891

Total Number of Passengers: 984

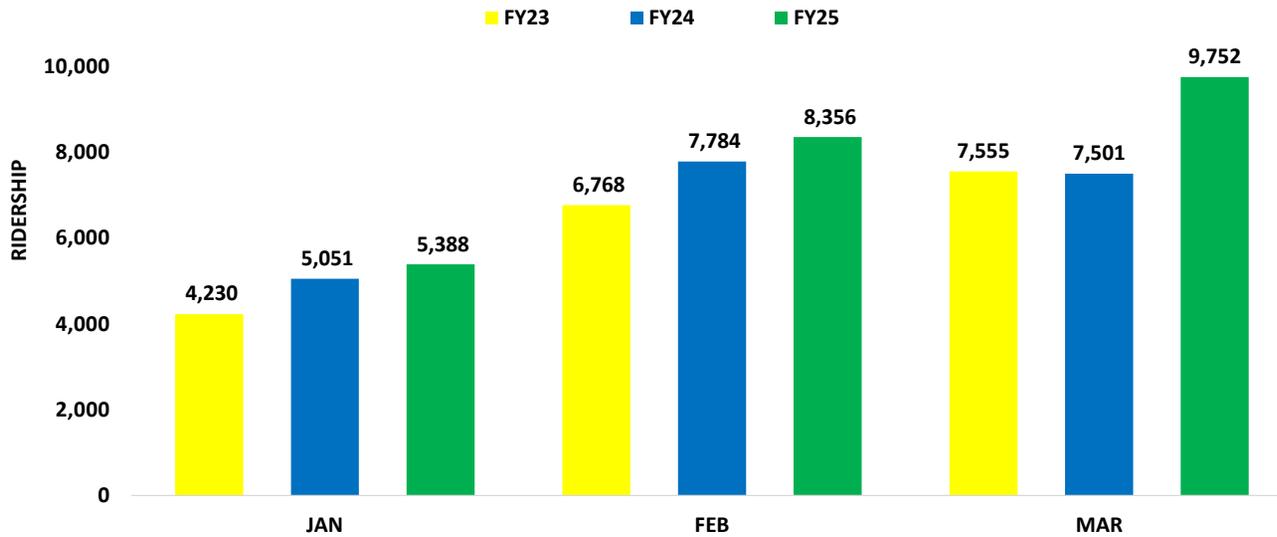


Percentage of Trips as Ridesharing: 34%.
 [Based on No. of Shared Rides for the month (102) divided by Total Trips Completed (296).]

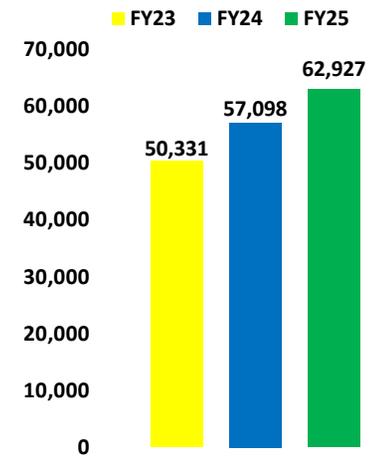
Customer Satisfaction Rating
 Avg. rider trip rating 5.0
 Goal: 4.5



Haul Pass COD Ridership - March 2025

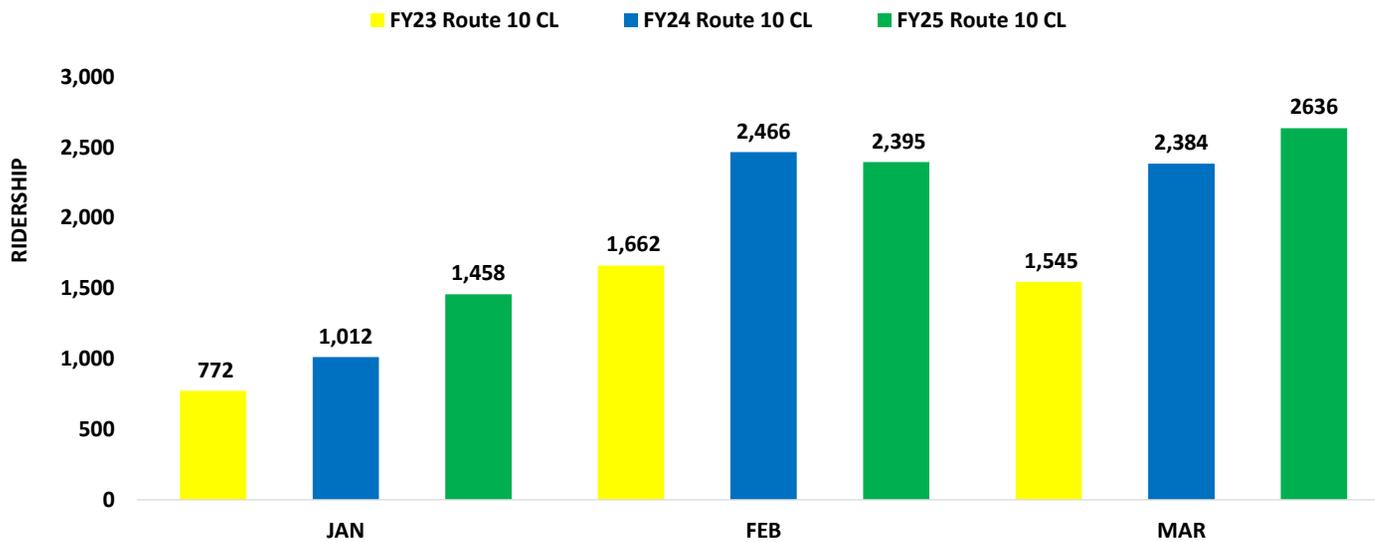


COD Fixed Route Ridership Year to Date

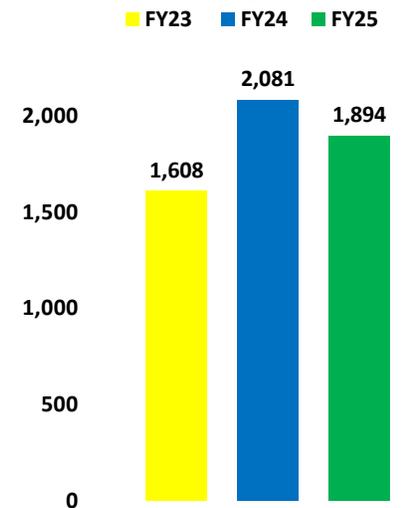


The Haul Pass program was introduced in August 2018.
 This chart represents monthly ridership on the Haul Pass COD.
 ID Card swipe contributed 168 rides Token Transit contributed 9,235 rides. 31 Day Paper Pass contributed 349 rides.
 COD moved over to Token Transit & 31 Day University Paper Pass as of June 3, 2024.

Haul Pass CSUSB Ridership - March 2025



CSUSB Fixed Route Ridership Total



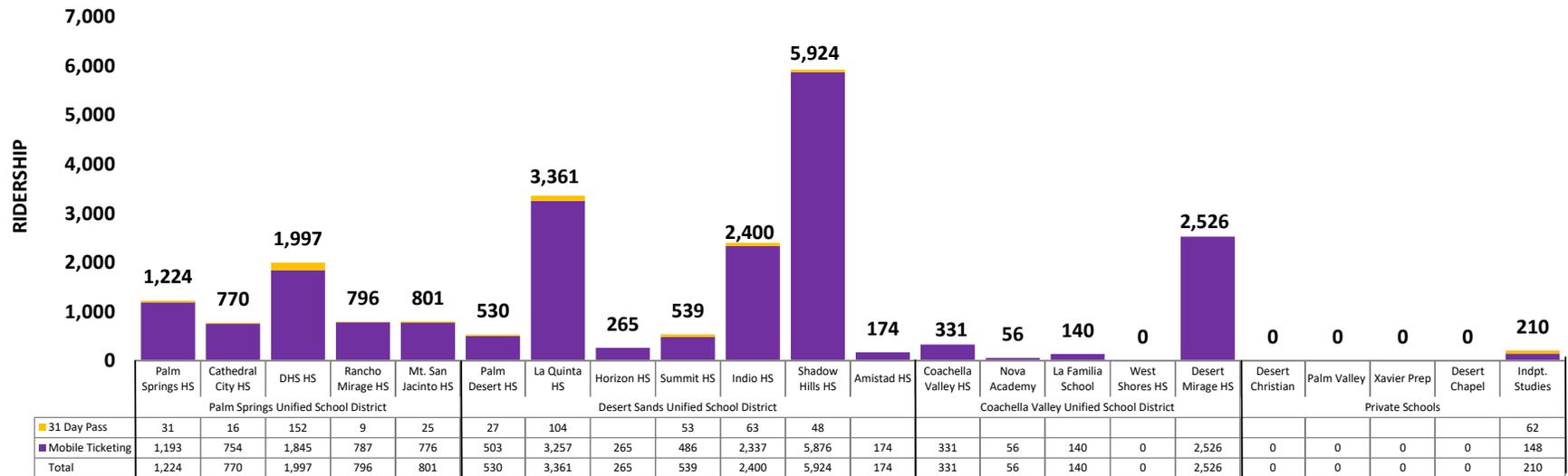
The Haul Pass CSUSB program was introduced in September 2019.

This chart represents monthly ridership on the Haul Pass CSUSB.

For the month of March 2025, CSUSB contributed 2,829 rides from 257 unique users. From that total, 2,636 rides were used on Route 10 and 193 rides on the fixed route system.

High School Haul Pass - March 2025

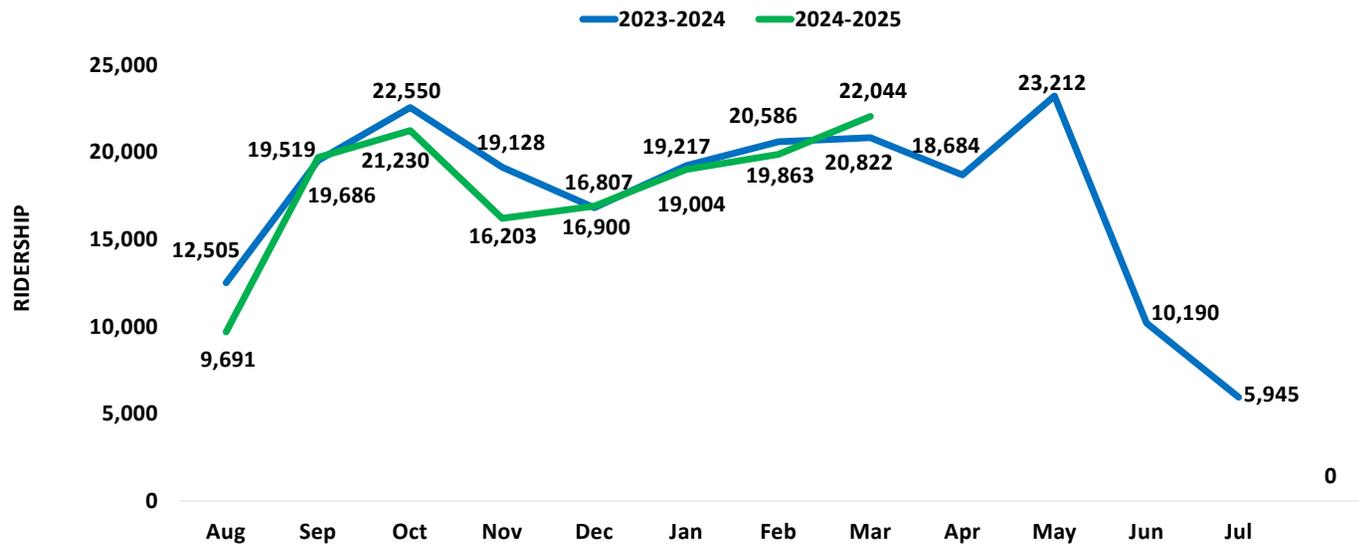
■ Mobile Ticketing
 ■ 31 Day Pass



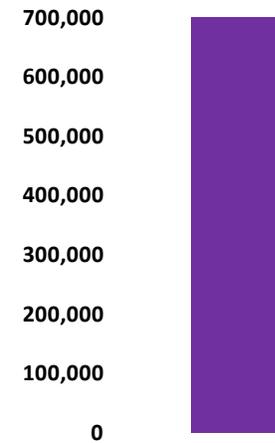
The High School Haul Pass program was introduced in August 2021.

This chart represents a monthly combination of Mobile Ticketing and 31 Day Pass ridership by school for the High School Haul Pass.

High School Haul Pass - Year to Date



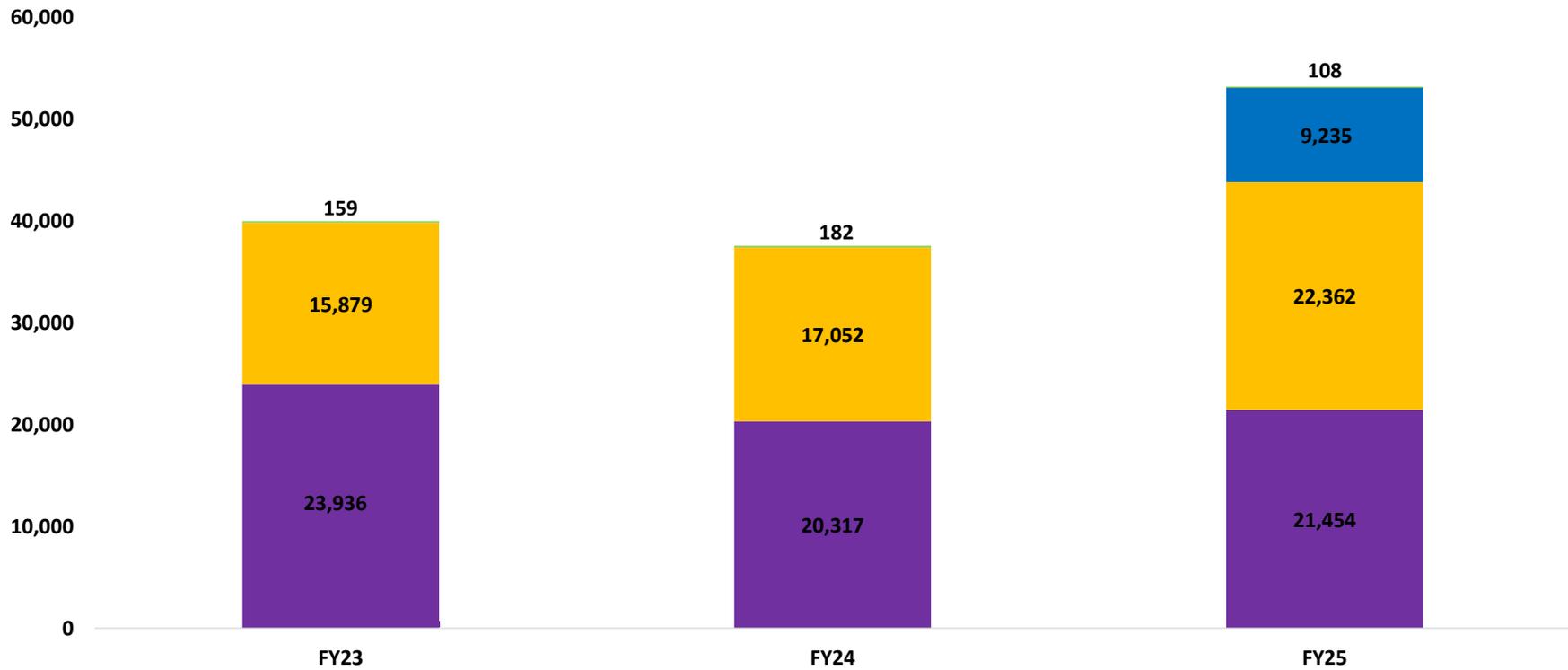
High School Haul Pass Ridership Total



The High School Haul Pass program was introduced in August 2021.
 This chart represents monthly ridership comparison for the High School Haul Pass.

Mobile Ticketing Usage - March 2025

■ High School Haul Pass
 ■ Fixed Route
 ■ COD
 ■ Paratransit



This chart represents all monthly mobile ticketing usage by category based on the Token Transit app data. The total for January 2025 includes the following passes used through Token Transit: High School Haul Pass, COD Haul Pass, Fixed Route and Paratransit. Mobile Ticketing was introduced for COD Haul Pass in June 2024.

SunLine Transit Agency

CONSENT CALENDAR

DATE: May 28, 2025

APPROVE

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Quarterly Capital Projects Update for 1st Quarter
Calendar Year 2025

Summary:

The capital projects update summarizes the quarterly status of the large capital projects that are active. The list summarizes all funding identified for capital projects which have been programmed over multiple fiscal years.

Recommendation:

Approve.

Project	Project Description	Project Status	Total Project Funding Balance
Vehicles & Vehicle Improvements			\$ 34,418,167
Purchase of Hydrogen Fuel Cell Bus (7)	Purchase of replacement fixed route vehicles to replace buses that have exceeded their useful life of 12 years of 500,000 miles.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	\$ 5,920,303
Purchase of Battery Electric Buses (6)	Purchase of replacement fixed route vehicles to replace buses that have exceeded their useful life of 12 years of 500,000 miles. The competitive funding for the buses and included electrical chargers were awarded to the agency as part of a competitive Low Now funding application.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	7,064,109
Purchase of Hydrogen Fuel Cell Electric Bus (1)	Purchase of replacement fixed route vehicle to replace buses that have exceeded their useful life of 12 years of 500,000 miles.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	1,100,000
Purchase of Fuel Cell Bus (1)	Purchase of replacement fixed route vehicle to replace buses that have exceeded their useful life of 12 years of 500,000 miles.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	768,000
Purchase of Fuel Cell Bus (1)	Purchase of replacement fixed route vehicle to replace buses that have exceeded their useful life of 12 years of 500,000 miles.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	649,088
Replacement of Fixed Route Bus (CNG)	Purchase of replacement fixed route vehicle to replace buses that have exceeded their useful life of 12 years of 500,000 miles.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	450,304
Expansion Fixed Route Bus (Fuel Cell)	Purchase of expansion fixed route vehicle.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	382,147
Expansion Fixed Route Bus (Motor Coach)	This project will allow the purchase of one (1) additional MCI bus to meet the needs of the Agency.	Staff working with FTA to combine remaining fixed route funding for a new order of replacement fuel cell buses.	45,857
Sub-total Fixed Route Vehicles			16,379,808
Purchase of Paratransit Vehicles (15)	This project will allow the replacement of fifteen paratransit vehicles that have met their useful life.	Project not started.	3,600,000
Purchase of Paratransit Vehicles (10)	This project will allow the replacement of ten (10) paratransit vehicles that have met their useful life.	Project initial delayed due to CARB certification of CNG engine. Paratransit vehicles delivered in early calendar year 2025.	2,309,592
Sub-total Demand Response Vehicles			5,909,592
Micro Transit Expansion (4)	This project will allow the procurement of two (2) micro transit Chrysler Voyager vehicles that are ADA accessible.	Both vehicles have been received and the project. The project is closed.	170,576
H2 Vehicle Demonstration	This project will support the make ready costs for the demonstration of four (4) 22-foot hydrogen fuel cell vehicles. Vehicles to be demonstrated in Agency service including the ability to assign to microtransit.	All four (4) vehicles have been delivered but are not yet ready to be placed into service.	33,556
Sub-total Micro Transit Vehicles			204,132
Purchase of Stops & Zones CNG Trucks (3)	Purchase of three (3) support trucks to replace the current vehicles that have met their useful life.	The vehicles have been manufactured but are waiting CARB certification for the CNG conversion before the vehicles are completed and delivered to SunLine.	183,383
Purchase of Shop Service CNG Vehicle (1)	This project is for the purchase of a shop service vehicle to support the Maintenance and Transportation departments.	The vehicles have been manufactured but are waiting CARB certification for the CNG conversion before the vehicles are completed and delivered to SunLine.	159,400
Purchase of Administrative Vehicles (2)	This project is for the purchase of two (2) support vehicles.	Project not started.	119,971
Sub-total Support Vehicles			462,754
CNG Bus Refurbishments (12)	Refurbishment of 12 CNG buses to extend their useful life. This will allow time to obtain zero emission replacement buses.	FTA has approved the project scope change in the model year of buses to be refurbished. The project will begin in the second half of CY25.	5,300,607
Bus Rehabilitation	This project allocates funding to ensure that the Agency's vehicles remain in a state of good repair.	Project not started.	384,703
Sub-total Bus Rehabilitation			5,685,310

Project	Project Description	Project Status	Total Project Funding Balance
Upgrade ITS (CAD-AVL)	This project will allow the replacement of the ITS system for the fleet.	The contract award has been approved by the Board and the contract is expected to be executed in the second quarter of CY25 and the project completed by the end of CY25.	4,913,144
Radio System Replacements Phase 1 & Phase 2	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 radios were installed at the end of CY24.	694,475
Sub-total Radio Replacements			5,607,619
Fare Collection Modernization (Study)	This project will allow the Agency to conduct a study of its fare collection mechanism and provide recommendations on new technology to replace the existing fareboxes.	Project not started.	100,000
H1 Vehicle Demonstration	This project will support the make ready costs for the demonstration of one (1) hydrogen fuel cell vehicle.	Vehicle has been delivered but it is not yet ready to be placed into service.	68,952
Sub-total Others			168,952
Facilities & Stations			\$ 36,877,514
Public Hydrogen Station Expansion	This project will allow the Agency to provide hydrogen to the public through 700 bar dispensers.	Project not started.	9,725,000
Liquid Hydrogen Refueling Infrastructure	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.	Project is undergoing the final commissioning phase for the 700 bar dispensing.	1,271,704
Liquid Hydrogen Trailer	The new liquid hydrogen station in Indio would allow the Agency to fuel hydrogen fuel cell buses on the East end of the Valley and provide an opportunity for the public to access hydrogen.	Utility upgrades are currently being planned and discussed with IID to support power requirements of new station and backup generator.	8,852,950
Center of Excellence	This project is for the construction of a facility to serve as a training center and maintenance bay for zero-emission vehicles.	Bids received were higher than what was originally anticipated by the project team. Staff is currently reviewing the scope and will look to allocate additional funding.	3,598,522
Microgrid to Hydrogen	The microgrid will utilize power generated through solar panels to stored onsite in batteries. The project will reduce operating costs and provide for additional resiliency from green power.	Land has been purchased. The next step is the planning phase for the solar panels.	3,513,789
Coachella Transit 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.	The project has been completed.	11,692
Indio CNG Station Upgrade	The project will upgrade the existing equipment and CNG station in Indio.	Project not started.	2,277,000
Electrolyzer	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.	Contractor failed to meet site acceptance test by the December 2023 deadline. Staff is actively working on the next steps of the project.	737,198
Bus Stop Improvements	Bus stop improvements funds are utilized to replace and install new amenities in locations that meet the Agency's ridership and equity standards.	Project ongoing.	1,335,002
Operator's Training Ground	The project will allow the Agency to begin the initial stages of the plan to utilize its existing land to develop an area where operators can be trained on how to maneuver buses in a safe location.	Project not started.	998,107
Asphalt & Concrete Upgrade	The project will allow the Agency to maintain the asphalt and concrete at its Thousand Palms division in a state of good repair.	Project not started.	1,000,000
Design & Construction of New Storage Building	This project would allow the Agency to construct a new pre-fabricated building for the Facility Maintenance staff.	Project not started.	800,000
Facility Maintenance Upgrade	This project will support the purchase of equipment and facility improvements.	Ongoing.	835,073

Project	Project Description	Project Status	Total Project Funding Balance
SoCal Gas 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.	Project has completed the demonstration period and the equipment is being removed by SoCal Gas.	480,761
Automatic Transfer Switch (ATS) T-1 & T-2	This project will upgrade the existing connection to the maintenance building by converting it to an automatic transfer switch and will connect the operations building to the backup generator.	Project being revised to replace existing generator with a new generator capable of supporting the new liquid hydrogen station as well as the operations and maintenance buildings. Environmental approvals are currently ongoing.	240,179
Upgrade Gate and Guard Shack	This project will make upgrades to the existing entrance and guard shack at the main entrance to the Thousand Palms facility.	Project not started.	270,350
Facility Improvements	This project will support the purchase of facility improvements.	Ongoing.	322,000
Maintenance Facility Modernization (Study)	The project would assist the Agency conduct a study for future plans for the maintenance facility.	Project has been initiated.	200,000
Repair of Division 1 Maintenance Roof	The project will allow the Agency to make repairs to the roof in the maintenance shop at its Thousand Palms division.	Project not started.	200,000
Indio Facilities Improvements	The project would allow the Agency to make improvement and repairs to the Indio division property.	Ongoing.	79,159
Thousand Palms Facilities Improvements	This project will support the purchase of facility improvements.	Ongoing.	12,172
Upgrade Division 1 Fence	This project will allow the Agency to make upgrades to the fence surround the property at the Thousand Palms division.	Project not started.	36,856
Perimeter Lighting Division 1	Installation of perimeter lighting to enhance the safety and security of the Thousand Palms facility.	Project not started.	80,000

Equipment

\$ 2,283,416

Bus Chargers	Purchase of bus chargers to support the purchase for six (6) new electric buses. The competitive funding for the buses and included electrical chargers were awarded to the agency as part of a competitive Low Now funding application.	Project not started.	1,679,854
Tools & Equipment	This project will support the purchase of equipment needed in the maintenance department.	Project not started.	312,401
Miscellaneous Equipment	The project will allow the replacement of existing assets once they have met their useful life.	Project not started.	291,161

Systems

\$ 2,536,808

Project Management & Administration	This project allows the Agency to capitalize project management costs from third party contractors. Funding will be used when individual project costs do not allow for project management or do not have the budget to support project management.	Project is ongoing.	683,783
Software Expansion	This project would facilitate the Agency's need for software upgrades across its operations.	Project not started.	600,000
Information & Technology	The project focuses on the purchase of information technology equipment such as servers, switches and battery backup systems, desktop replacements.	Staff is working with new IT contractor to identify priority of Agency needs.	617,621
Transit Asset Management	This project will allow the purchase of an asset management tool for the Maintenance Department.	Software has been implemented and staff is working with vendor to close project.	53,759
Access Control Surveillance	This project will allow the procurement and installation of new access control systems around the Agency.	Project has been completed.	99,271
Safety Projects	This project will be allow the Agency to improve overall safety of its facilities by enhancing the perimeter fence, gates and surveillance.	Project not started.	250,000
Real Time Surveillance System	This project is to add real time video surveillance to all Agency support vehicles.	Contract award was approved by the Board at the April 2025 meeting.	90,000

Project	Project Description	Project Status	Total Project Funding Balance
Timekeeping Software Integration	This project is to replace an existing timekeeping interface between two software systems within the Agency.	Project has been completed.	82,374
Safety Enhancements	This project will be allow the Agency to improve overall safety of its facilities by enhancing the perimeter fence, gates and surveillance.	Project not started.	60,000
Grand Total			\$ 76,115,905

SunLine Transit Agency

CONSENT CALENDAR

DATE: May 28, 2025

APPROVE

TO: Finance/Audit Committee
Board of Directors

RE: Acceptance of Board Member Attendance for April 2025

Summary:

The attached report summarizes the Board of Directors' attendance for fiscal year to date April 2025.

Recommendation:

Approve.

FY 24/25	Board Member Matrix Attendance													Total Meetings	Total Attended
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
Desert Hot Springs	X		X	X		X		X	X	X			10	7	
Palm Desert	X		X	X		X	X	X	X	X			10	8	
Palm Springs	X		X	X		X	X	X	X	X			10	8	
Cathedral City	X		X	X			X	X	X	X			10	7	
Rancho Mirage	X		X	X		X	X	X	X	X			10	8	
Indian Wells	X			X		X		X	X	X			10	6	
La Quinta	X		X	X		X	X	X	X	X			10	8	
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	X	X			10	8	

X - ATTENDED (Primary/Alternate)

DARK –

SunLine Transit Agency
CONSENT CALENDAR

DATE: May 28, 2025

APPROVE

TO: Board of Directors

RE: Approval of Joint Board Meeting Minutes for April 23, 2025

Summary:

The attached report summarizes the Joint Board Meeting Minutes from the Board of Directors' meeting held on April 23, 2025.

Recommendation:

Approve.

MINUTES

**Joint SunLine Transit Agency/SunLine Services Group
Board of Directors Meeting
April 23, 2025**

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, April 23, 2025 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 12:03 p.m. by Chairperson Ross.

2. FLAG SALUTE

Board Member Peña led the pledge of allegiance.

3. ROLL CALL

Members Present:

- Nancy Ross, Chair, SunLine Agency Board Member, City of Cathedral City
- Lynn Mallotto, Vice-Chair, SunLine Agency Board Member, City of Rancho Mirage
- Bruce Whitman, SunLine Agency Board Member, City of Indian Wells
- Daniel Pitts, SunLine Agency Board Member, City of Desert Hot Springs
- Denise Delgado, SunLine Agency Board Member, City of Coachella
- Grace Garner, SunLine Agency Board Member, City of Palm Springs
- Jan Harnik, SunLine Agency Board Member, City of Palm Desert
- John Peña, SunLine Agency Board Member, City of La Quinta
- Pat Cooper, SunLine Agency Board Member Alternate, County of Riverside

Members Absent:

- Glenn Miller, SunLine Agency Board Member, City of Indio

4. FINALIZATION OF AGENDA

No changes to the agenda.

**SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
APRIL 23, 2025**

5. PUBLIC COMMENTS

Three (3) public comments were made by:

- James Roehr
- Josh Heinz
- Anthony Garcia

6. PRESENTATIONS

a) EMPOWERED Video Premiere

Staff presented and premiered the EMPOWERED video to the Board of Directors and members of the public during the meeting.

Comments were made by:

- Mona Babauta, CEO/General Manager

b) May 2025 Fixed Route Service Change

The May 2025 Fixed Route Service Change presentation was provided by Paul Mattern, Chief Planning Officer.

Comments were made by:

- Board Member Whitman, City of Indian Wells

c) American Public Transportation Association (APTA) International Roadeo

The American Public Transportation Association (APTA) International Roadeo presentation was provided by Isabel Vizcarra, Chief Transportation Officer and Juan Colon, Motor Coach Operator.

Comments were made by:

- Mona Babauta, CEO/General Manager

d) Quarterly Marketing Update

The Quarterly Marketing Update was provided by Carmen Cubero, Marketing & Events Manager.

**SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
APRIL 23, 2025**

7. BOARD MEMBER COMMENTS

Board Member comments were made by:

- Board Member Garner, City of Palm Springs
- Board Member Alternate Cooper, County of Riverside

8. CONSENT CALENDAR

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

9. APPROVAL OF RESOLUTION NO. 0813 TO CLOSE PROPOSITION 1B BANK ACCOUNT FOR SUNLINE TRANSIT AGENCY

Finance/Audit Committee Chair Mallotto reported that this item was brought to the Finance/Audit Committee and that Committee unanimously approved this item. SunLine Transit Agency Board Member Mallotto moved to approve Resolution No. 0813 to Close Proposition 1B Bank Account for SunLine Transit Agency. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain.

10. APPROVAL OF RESOLUTION NO. 0814 TO OBTAIN LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDING

Finance/Audit Committee Chair Mallotto reported that this item was brought to the Finance/Audit Committee and that Committee unanimously approved this item. SunLine Transit Agency Board Member Mallotto moved to approve Resolution No. 0814 to Obtain Low Carbon Transit Operations Program Funding. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain.

11. AMENDMENTS TO HELIXSTORM AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTING

Finance/Audit Committee Chair Mallotto reported that this item was brought to the Finance/Audit Committee and that Committee unanimously approved this item. SunLine Transit Agency Board Member Mallotto moved to approve the Amendments to Helixstorm Agreement for Information Technology Consulting. 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
APRIL 23, 2025**

12. AWARD OF CONTRACT FOR UPGRADE AND REPAIR OF SECURITY CAMERAS

Finance/Audit Committee Chair Mallotto reported that this item was brought to the Finance/Audit Committee and that Committee unanimously approved this item. SunLine Transit Agency Board Member Mallotto moved to approve the Award of Contract for Upgrade and Repair of Security Cameras. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain.

13. SECOND READING OF SUNLINE SERVICES GROUP (SSG) ORDINANCE NO. 2025-02, TAXICAB SERVICE ORDINANCE

Taxi Committee Vice-Chair Pitts reported that this item was brought to the Taxi Committee and that Committee unanimously approved this item. Jill Plaza, Taxi/Contracted Transportation Services Administrator, gave an oral report on this action item. SunLine Transit Agency Board Member Pitts moved to approve the Second Reading of SunLine Services Group (SSG) Ordinance No. 2025-02, Taxicab Service Ordinance. The motion was approved by a unanimous vote of 9 yes; 0 no; 0 abstain.

14. LEGISLATIVE UPDATE FOR APRIL 2025

An oral report was provided by Edith Hernandez, Director of Board and Legislative Affairs on this information item. No action was taken.

Comments were made by:

- Board Member Harnik, City of Palm Desert
- Mona Babauta, CEO/General Manager

15. CEO/GENERAL MANAGER’S REPORT

CEO/General Manager, Mona Babauta, provided a brief oral update.

16. CLOSED SESSION

- a) **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Government Code section 54957.6
Agency designated representatives: Tamara Miles
Employee Organization: Amalgamated Transit Union, Local 1277

- b) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code section 54957(b)
Position: Chief Executive Officer/General Manager

The Board of Directors convened to Closed Session at 1:00 p.m.

**SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
APRIL 23, 2025**

17. RECONVENE TO OPEN SESSION AND REPORT OUT FROM CLOSED SESSION

The open session resumed at 1:48 p.m. General Counsel reported that there was no reportable action for items 16a and 16b.

18. NEXT MEETING DATE

May 28, 2025 at 12 p.m.
Board Room
32-505 Harry Oliver Trail
Thousand Palms, CA 92276

19. ADJOURN

The SunLine Services Group and SunLine Transit Agency meeting concurrently adjourned at 1:49 p.m.

Respectfully Submitted,

Vanessa Ordorica
Clerk of the Board

SunLine Services Group

CONSENT CALENDAR

DATE: May 28, 2025

APPROVE

TO: Taxi Committee
Board of Directors

RE: Acceptance of Checks \$1,000 and Over Report for March 2025

Summary:

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

Recommendation:

Approve.

**SunLine Regulatory Administration
Checks \$1,000 and Over
March 2025**

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
HANSON BRIDGETT LLP	Legal Service	91400	03/26/2025	4,802.00
Total Checks Over \$1,000	\$4,802.00			
Total Checks Under \$1,000	\$2,487.61			

SunLine Services Group
CONSENT CALENDAR

DATE: May 28, 2025

APPROVE

TO: Taxi Committee
Board of Directors

RE: Acceptance of Taxi Trip Data – March 2025

Summary:

The attached charts summarize 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.

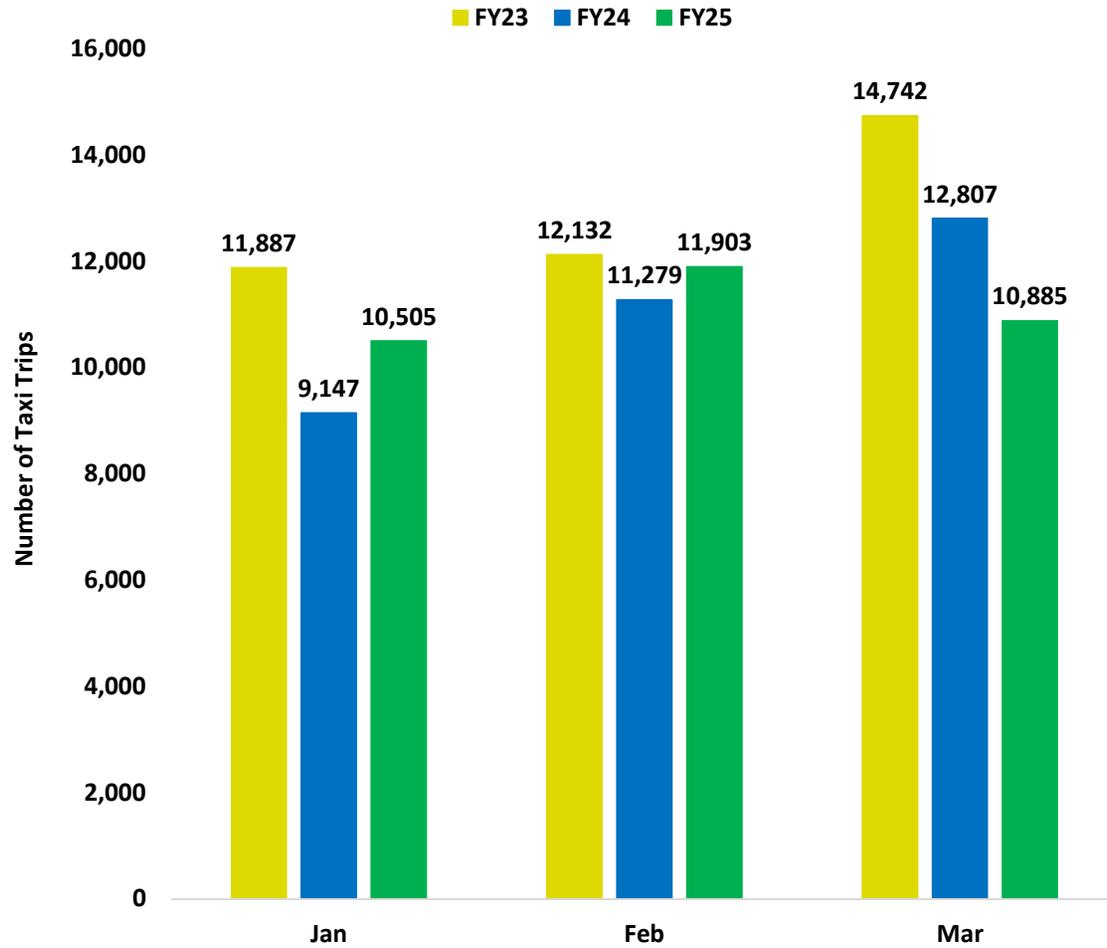
For the month of March, there were 1,922 fewer taxi trips in 2025 serviced by eight (8) more cabs when compared to March 2024 (83 cabs in 2025 compared to 75 cabs in 2024).

There were 3,994 fewer taxi trips for FYTD25 compared to FYTD24.

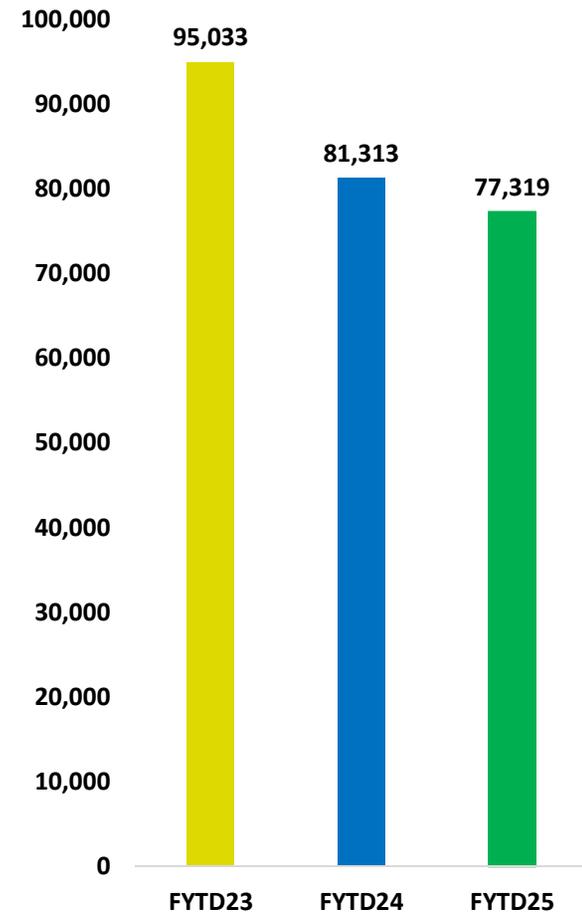
Recommendation:

Approve.

Taxi Trip Three (3) Month Comparison as of March 2025



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 FY23, FY24, and FY25.

SunLine Services Group
CONSENT CALENDAR

DATE: May 28, 2025 **APPROVE**

TO: Taxi Committee
Board of Directors

RE: Acceptance of Monthly Budget Variance Report for March 2025

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 March 2025 are equal to 9/12^{ths} of the yearly budget.

Year to Date Summary

- As of March 31, 2025, the organization's revenues are \$44,885 or 31.56% above the FYTD budget.
- As of March 31, 2025, expenditures are \$41,079 or 28.89% below the FYTD budget.
- The net FYTD operating gain (loss) after expenses is \$85,963.

Recommendation:

Approve.

SunLine Regulatory Administration
Budget Variance Report
March 2025

Description	FY25 Total Budget	Current Month			Year to Date			
		Actual	Budget	Positive (Negative)	FYTD Actual	FY25 FYTD Budget	Positive (Negative)	Percentage Remaining
Revenues:								
Revenue Fines	3,500	100	292	(192)	1,325	2,625	(1,300)	62.1%
New Driver Permit Revenue	750	225	63	163	1,500	563	938	-100.0%
Taxi Business Permit	96,000	10,668	8,000	2,668	91,193	72,000	19,193	5.0%
Driver Transfer Revenue	125	-	10	(10)	275	94	181	-120.0%
Driver Renewal Revenue	1,725	175	144	31	1,900	1,294	606	-10.1%
Driver Permit Reinstatement/Replacement	-	-	-	-	30	-	30	0%
Vehicle Permit Revenue	86,000	6,513	7,167	(654)	90,862	64,500	26,362	-5.7%
Operator Application Fee	1,500	-	125	(125)	-	1,125	(1,125)	100.0%
Total Revenue	189,600	17,680	15,800	1,880	187,085	142,200	44,885	31.6%
Expenses:								
Salaries and Wages	88,369	3,924	7,364	3,440	37,906	66,277	28,371	57.1%
Fringe Benefits	61,290	2,941	5,108	2,166	17,742	45,968	28,225	71.1%
Services	18,315	1,893	1,526	(367)	32,666	13,736	(18,930)	-78.4%
Supplies and Materials	3,585	146	299	153	10,934	2,689	(8,245)	-205.0%
Utilities	5,802	-	484	484	-	4,352	4,352	100.0%
Casualty and Liability	5,589	-	466	466	-	4,192	4,192	100.0%
Taxes and Fees	50	-	4	4	-	38	38	100.0%
Miscellaneous	6,600	765	550	(215)	1,873	4,950	3,077	71.6%
Total Expenses	189,600	9,668	15,800	6,132	101,121	142,200	41,079	28.9%
Total Operating Surplus (Deficit)	\$ -	\$ 8,012			\$ 85,963			

Revenue

- The positive variance in revenue is largely due to increases in vehicle permit revenue and taxi business permit revenue due to one (1) unanticipated additional taxi business for FY2!
- As of FYTD25, there is a decrease of 3,994 taxi trips compared to FYTD24.

Taxi Trips

	FY24-March	FY25-March	Variance	%Δ
Trips	12,807	10,885	(1,922)	-15.0%

Taxi Trips

	FYTD-FY24	FYTD-FY25	Variance	%Δ
Trips	81,313	77,319	(3,994)	-4.9%

Salaries and Wages

- Wage expenses are below budget due to reduced costs allocated to SRA

Fringe Benefits

- Fringe benefit expenses are favorable due to reduced costs allocated to SRA

Services

- The unfavorable variance is due to higher costs for legal services

Supplies and Materials

- Supplies and material expenses are over unfavorable due to an allocation of overhead expenses from SunLine Transit Agency to SunLine Regulatory Administrator

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

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

Miscellaneous

- Miscellaneous expenses are within an acceptable range of the budget

SunLine Transit Agency

DATE: May 28, 2025 **ACTION**

TO: Finance/Audit Committee
Board of Directors

FROM: Paul Mattern, Chief Planning Officer

RE: Award of Contract for Comprehensive Operational Analysis Services

Recommendation

Recommend that the Board of Directors (Board) delegate authority to the CEO/General Manager, or designee, to negotiate and execute a two (2) year contract with Jarrett Walker & Associates, LLC (JWA) to complete a Comprehensive Operational Analysis (COA) for SunLine Transit Agency (SunLine) for a not-to-exceed amount of \$554,976, in a form approved by legal counsel.

Background

A COA is a data-driven evaluation of a transit agency's fixed-route services. It assesses system performance, operational efficiency, and alignment with current and anticipated travel patterns. The goal of a COA is to identify actionable opportunities to improve service design, enhance customer experience, and maximize the effectiveness of available resources.

Transit agencies typically conduct a COA every five to ten years, or following major changes in ridership trends, land use, or funding availability. A COA helps ensure that transit service reflects evolving community needs, supports regional mobility goals, and responds to emerging travel behaviors. It also lays the groundwork for other planning efforts, such as short-range transit plans or major service restructurings.

SunLine last completed a COA in 2019, and since that time, SunLine's service area has experienced significant changes, including a global pandemic, shifting travel patterns, and rapid growth in the Coachella Valley. Staff determined that a new COA will allow SunLine to re-align its service with current conditions and plan strategically for the future.

On January 6, 2025, SunLine released a competitive Request for Proposal (RFP) for COA services. SunLine received three responses, conducted interviews with the three proposers, and accepted best and final offers on May 1, 2025.

Through the interview process SunLine has been able to assess that JWA is the best firm qualified to conduct the COA. Jarrett Walker, JWA's founder and Principal

Consultant and author of Human Transit, has over thirty years of experience in consulting for transit agencies. JWA is nationally recognized for its leadership in transit planning and its pioneering work in transit network design. Their approach is data-driven and centered around public engagement. As part of their proposal, JWA will partner with Kearns & West, a nationally recognized firm specializing in collaboration, facilitation, and strategic communications. Kearns & West will lead the community engagement component of the COA.

What sets this engagement approach apart is the deep local connection of the Kearns & West team assigned to this project. Two of the associates leading the effort are Coachella Valley natives, one from North Shore and the other from La Quinta, and both continue to maintain close family ties in the region.

This local insight, combined with Kearns & West's proven facilitation skills and JWA's technical expertise, ensures the COA process will be both extensive and rooted in the lived experiences of Coachella Valley residents.

The time expected to complete the COA and submit the final report is sixteen months. The term of the contract, if awarded, would be for two (2) years.

An evaluation committee representing staff from the Operations, Planning and Finance departments evaluated the proposals and system offerings in accordance with the criteria listed in the RFP that include technical capability, functional requirement, price, risk performance, and demonstration. Staff found JWA's approach to the COA to align with SunLine's vision for the project. JWA demonstrated the technical expertise, provided relevant experience, focused on data-informed decision planning, and had an understanding of the regional nuances found in the Coachella Valley. SunLine completed the evaluation process and performed a price analysis and found JWA's price to be fair, reasonable, and the best value for SunLine.

Financial Impact

The financial impact of \$554,976 is budgeted in the Agency's approved capital program.

Performance Goal

Goal 2: Highly Trusted Mobility Solutions - Strive to deliver highly accessible, convenient and trusted mobility solutions that effectively meet the diverse needs of Coachella Valley citizens and improve their connectivity to daily life needs.

Approved/Reviewed by:

Mona Babauta, CEO/General Manager
Luis Garcia, Chief Financial Officer
Catherine J. Groves, General Counsel

SunLine Transit Agency

DATE: **May 28, 2025** **ACTION**

TO: **Board Operations Committee**
Board of Directors

FROM: **Edith Hernandez, Director of Board and Legislative Affairs**

RE: **Revised Advertising Policy**

Recommendation

Recommend that the Board of Directors (Board) approve the attached revised Policy #B-020598, the Advertising Policy.

Background

SunLine Transit Agency's (SunLine) Advertising Policy (Policy) seeks to generate additional revenue to supplement operating costs by selling advertising space on SunLine vehicles (interior and exterior locations) and in bus shelters. The Policy was last updated in 2018. Since then, staff has identified areas for improvement in the Policy to align with best practices and current legal requirements, clarify the rules for both potential advertisers and staff administering the Policy, and further maximize revenues through efficient administration.

The advertising spaces subject to the Policy, which include certain exterior and interior spaces on buses and certain spaces on bus shelters, are non-public forums for purposes of free speech protected by the First Amendment. In non-public forums, SunLine may impose content-based restrictions on speech so long as such restrictions are reasonable and viewpoint neutral. Accordingly, the Policy is intended to be uniform and viewpoint neutral, and to create a professional advertising environment that will maximize advertising revenue and minimize interference with or disruption to the SunLine transit system. However, the current Policy prohibits political advertising that "opposes the nomination or election of a candidate for public office, the investigation, prosecution or recall of a public official or the passage of a levy or bond issue," but permits all other types of political advertising. This approach is inconsistent with the stated objectives of the Policy and is susceptible to legal challenge because it allows certain types of political viewpoints and excludes others. Accordingly, the revised Policy excludes all political ads regardless of viewpoint in accordance with the legal standards applicable to non-public forums.

Other changes to the Policy include:

- Identifying the advertising spaces that are subject to the Policy.
- Removing excluded categories of advertising that are difficult to administer or may expose SunLine to legal risk, such as excluding ads that encourage people to use forms of transportation other than SunLine's services.
- Further defining the types of Permitted Advertising, which include Commercial Advertising, Public Service Advertising, and Cross-Promotional Advertising.
- Clarifying SunLine's authority to waive advertising fees for cities within its service area wishing to advertise city sponsored events, city programs, or city agencies on a SunLine bus shelter located within the city's jurisdiction so long as (i) the bus shelter advertising space is not occupied by a revenue generating advertisement, and (ii) the advertisement is consistent with the Policy.
- Clarifying the process for appealing the GM/CEO's decision to reject an advertisement to the Board.
- Removing the process by which cities are given an opportunity to provide input on proposed ads on bus shelters within their jurisdiction. This secondary layer of review has resulted in unnecessary delays in processing advertising requests.
- Consolidating and rephrasing language to improve clarity. For example, the current Policy expressly excludes ads that support or oppose any labor organization or any action by, on behalf of, or against any labor organization. Depending on the specific ad content, such labor-related ads would likely constitute excluded political or public issue ads, so there is no need to call out labor-related ads as an additional discrete category of excluded advertising.

Financial Impact

There is no financial impact. Advertising revenues will depend on market demand.

Performance Goal

Goal 4: Valuable Community Asset – Be seen as a highly valued and integral contributor to shaping socially engaged, economically vibrant, and healthy communities throughout the Coachella Valley.

In Collaboration with:

Carmen Cubero, Marketing & Events Manager

Approved/Reviewed by:

Mona Babauta, CEO/General Manager

Catherine J. Groves, General Counsel

Attachments:

- [Item 13a](#) – SunLine Advertising Policy B-020598 – Redlined
- [Item 13b](#) – SunLine Advertising Policy B-020598 – Redlined Changes Accepted

SunLine Transit Agency
Advertising Policy
Policy No: B-020598

Adopted: 01/28/98
Revised: ~~04/25/18~~05/28/25

ADVERTISING POLICY

PURPOSE AND SCOPE

SunLine Transit Agency (STA), acting in a proprietary capacity, ~~operates public bus service in the Coachella Valley. STA's desire to sell is engaged in the sale of~~ advertisement space ~~stems from the recognized need~~ to earn revenues to supplement operating costs that are not otherwise met through farebox revenue and local, state and federal levies, taxes and grants.

SCOPE

This policy applies to ~~the sale of all forms of advertising space in and upon STA's property and transit vehicles ("Transit Facilities"), including but not limited to: (1) advertising on the exterior of STA buses, (2) advertising on the interior of STA buses, and (3) advertising displayed on bus shelters in STA's service area~~ all SunLine Transit Agency employees or contractors.

POLICY

~~It is STA's policy that its buses, bus shelters and any and all other forums for~~ By allowing limited types of advertising under on the Transit Facilities, STA does not intend to create this policy are not a public forums for political discourse or expressive activity, ~~or.~~

~~These areas are not intended~~ to provide a forum for all types of advertisements, ~~but only the limited advertisements accepted under the policy.~~ All advertising shall be subject to this uniform view-point neutral policy.

~~STA will not permit the types of advertising defined as Excluded Advertising in this policy. Excluded Advertising: Copy~~ may not be displayed and, if displayed, will be removed by STA ~~if it falls within the categories listed below.~~

~~By not allowing Excluding said a~~ Advertising, STA seeks to maintain a professional advertising environment that will maximize advertising revenue and minimize interference with or disruption to its transit system.

STA further seeks to maintain an image of neutrality on political, religious and

other issues that are not the subject of eCommercial Advertising and ~~are may~~ ~~instead be~~ the subject of public debate and concern. Finally, STA's goal is to continue to build and retain ridership.

EXCLUDED ADVERTISING

~~Subject thereto, a proposed An~~ advertisement ~~cannot be displayed or maintained on Transit Facilities if information contained in the advertisement falls within one or more of the following categories of Excluded Advertising, as will be excluded if determined by SunLine, in its sole discretion, determines it:~~

- ~~1. Contains d~~Defamatory- or, libelous or obscene matter likely to hold up to scorn or ridicule a person or group of persons.
2. Is false, misleading or deceptive.

~~Supports or opposes any labor organization or any action by, on behalf of or against any labor organization.~~

3. Relates to or promotes any illegal activity.
4. ~~Contains implicit or explicit sexual references, pictures or text, or includes material harmful to minors~~Obscene or pornographic.
5. Depicts or promotes the sale of alcohol, cannabis, tobacco products, any illegal products, ~~s, r~~ service, ~~1~~ or entity, ~~1~~ and/or firearms.

~~6.~~ Depicts or advocates violence.

~~7.~~

~~8.6. _____ Includes language that is obscene, vulgar or profane.~~

~~9.7. _____~~ Demeans, degrades or has the effect of promoting discrimination against any group or individual on the basis of race, color, religion, national origin, age, sex, disability, ancestry or sexual orientation.

~~8. _____~~ Constitutes a political or public issue defined as advertising that contains political speech referring to a particular ballot question, initiative, petition, referendum, candidate, political party, or viewpoint or expresses or advocates opinions or positions upon any of the foregoing or on a matter of public debate about economic, political, religious, or social issues. This prohibition includes any advertisement referring to or depicting a candidate for public office in any context. Opposes the nomination or election of a candidate for public office, the investigation, prosecution or recall of a public official or the passage of a levy or bond issue.

~~10.9. _____~~ Constitutes an unauthorized endorsement defined as advertising that implies or declares that STA endorses a product, service, viewpoint, event or

program. This definition does not include advertising for a service, event or program for which STA is an official sponsor, co-sponsor or participant.

~~44.10.~~ Constitutes a religious advertisement defined as advertising that contains direct or indirect reference to religion, or to a deity or deities, or which includes ~~reference to~~ the existence, non-existence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenet, cause or issue relating to, (including opposing or questioning) any religion. This includes the depiction of, text, symbols, or images commonly associated with any religion or with any deity or deities, or any religious creed, denomination, belief, tenet, cause or issue relating to, (including opposing or questioning) any religion.

~~Advertising that encourages person to refrain from using SunLine Transit Agency services or public transit in general.~~

~~Advertising that explicitly and directly promotes or encourages the use or means of transportation in direct competition with public transit.~~

PERMITTED ADVERTISING

In permitting limited advertising, STA seeks only to supplement fare revenue and other income that funds its operations and to promote its services.

~~STA does not desire to have its passengers subject to advertisements containing controversial material relating to political, religious or other issues about which public opinion can be widely divergent.~~

To realize the maximum benefit from the sale of advertising space, all advertising ~~programs~~ must be managed in a manner that will generate as much revenue as practicable while ensuring that the advertising does not discourage use of the system, does not diminish STA's reputation in the communities it serves, and is consistent with the goal of providing safe and efficient public transportation. To attain these objectives, STA will only allow advertising on its Transit Facilities that do not qualify as Excluded Advertising, as defined above ("Permitted Advertising"). Permitted Advertising includes:

1. Commercial Advertising, defined as advertising for has a the sole purpose of promoting or soliciting the sale, rental, or distribution of a business or to sell products, goods, or services, entertainment, events, programs, or real or personal property for commercial purposes. It does not include advertising that also conveys both promotes a business or offers to sell products, goods or services and also conveys a political or religious message or can be construed as issue advocacy or which expresses an opinion or position, content that constitutes Excluded Advertising under this policy.

2. ~~Operations advertising is permitted. This is defined as a~~Advertising that promotes STA and its services.
3. ~~Governmental advertising is permitted. This is defined as a~~Public Service Advertising, defined as advertising proposed by either a that promotes programs and events of governmental entities, political subdivisions and state agencies, academic institution or tax-exempt nonprofit organization that relates to: community, art, culture, education/training, health, provision of children and family services, provision of services and programs that provide support to low income citizens, senior citizens and people with disabilities, or safety or special events, programs and/or messages and does not include or contain any content that constitutes Excluded Advertising. Upon STA's request, nonprofit entities must document their tax-exempt status. Unless the source of the Public Service Advertising is obvious from the content or copy, the advertisement must specifically identify the sponsor of the advertisement or the message.
4. ~~Political advertising is permitted. Ad content must be approved and must state "Paid Advertisement" as part of the creative artwork. The font must be an appropriate size.~~
- 5.4. ~~Entering into barter deals is permitted if Sunline determines that it is a benefit to Sunline Transit Agency.~~Cross-Promotional Advertising, defined as advertising in which STA collaborates with for-profit or non-profit entities to promote using STA as a conveyance to a specific event; such advertising may not contain any content that constitutes Excluded Advertising.
6. ~~Customers requesting advertisement orders will need to provide payment upfront — before each advertising period (flight) begins.~~

ADMINISTRATION AND ENFORCEMENT OF POLICY

Advertisers must pay the applicable fee for the advertising space before the advertisement is installed. STA may, by mutual agreement with a city within its service area, waive this fee for a city wishing to advertise city sponsored events, city programs, or city agencies on a STA bus shelter located within the city's jurisdiction so long as (i) the bus shelter advertising space is not occupied by a revenue generating advertisement, and (ii) the advertisement is consistent with this policy.

~~Review by the General Manager.~~

The Board designates the CEO/General Manager to administer the Advertising Policy. This delegation ~~includes~~ with the power of re-delegation by the CEO/General Manager to appropriate staff. The CEO/General Manager or designee shall review all advertisement content and determine

whether it complies with this policy.

If the CEO/General Manager or designee determines that the advertisement does not comply with this policy, written notification of same specifying the standard(s) with which the advertisement does not comply and the appeal process shall be provided to the advertiser with a copy of this policy.

On an as needed basis, the CEO/General Manager may refer any controversial proposed ad content to the Board for approval or rejection with a majority vote.

The Board of Directors may, on its own action or at the request of an advertiser wishing to appeal the CEO/General Manger's determination of an advertisement in accordance with appeal procedures developed by the CEO/General Manager, override any decision by the CEO/General Manager on ad content with a majority vote. The Board's decision shall be final.

~~Sunline Transit Agency shall submit bus shelter ad content to the corresponding city, delegated to the City Manager, for approval. The cities have five business days to respond. Sunline Transit Agency will have ad content approval discretion, if the corresponding city fails to respond within the five day period.~~

~~The Board designates the General Manager to administer the Advertising Policy. This delegation is with the power of re-delegation to appropriate staff.~~

SunLine Transit Agency
Advertising Policy
Policy No: B-020598

Adopted: 01/28/98
Revised: 05/28/25

ADVERTISING POLICY

PURPOSE AND SCOPE

SunLine Transit Agency (STA), acting in a proprietary capacity, is engaged in the sale of advertisement space to earn revenue to supplement operating costs that are not otherwise met through farebox revenue and local, state and federal levies, taxes and grants.

This policy applies to the sale of all forms of advertising space in and upon STA's property and transit vehicles ("Transit Facilities"), including but not limited to: (1) advertising on the exterior of STA buses, (2) advertising on the interior of STA buses, and (3) advertising displayed on bus shelters in STA's service area.

By allowing limited types of advertising on the Transit Facilities, STA does not intend to create a public forum for political discourse or expressive activity, or to provide a forum for all types of advertisements. All advertising shall be subject to this uniform viewpoint neutral policy.

STA will not permit the types of advertising defined as Excluded Advertising in this policy. Excluded Advertising may not be displayed and, if displayed, will be removed by STA.

By not allowing Excluded Advertising, STA seeks to maintain a professional advertising environment that will maximize advertising revenue and minimize interference with or disruption to its transit system. STA further seeks to maintain an image of neutrality on political, religious and other issues that are not the subject of Commercial Advertising and are the subject of public debate and concern. Finally, STA's goal is to continue to build and retain ridership.

EXCLUDED ADVERTISING

An advertisement cannot be displayed or maintained on Transit Facilities if information contained in the advertisement falls within one or more of the following categories of Excluded Advertising, as determined by SunLine, in its sole discretion:

1. Defamatory or likely to hold up to scorn or ridicule a person or group of persons.

2. Is false, misleading or deceptive.
3. Relates to or promotes any illegal activity.
4. Obscene or pornographic.
5. Depicts or promotes the sale of alcohol, cannabis, tobacco products, any illegal product, service, or entity, and/or firearms.
6. Depicts or advocates violence.
7. Demeans, degrades or has the effect of promoting discrimination against any group or individual on the basis of race, color, religion, national origin, age, sex, disability, ancestry or sexual orientation.
8. Constitutes a political or public issue defined as advertising that contains political speech referring to a particular ballot question, initiative, petition, referendum, candidate, political party, or viewpoint or expresses or advocates opinions or positions upon any of the foregoing or on a matter of public debate about economic, political, religious, or social issues. This prohibition includes any advertisement referring to or depicting a candidate for public office in any context.
9. Constitutes an unauthorized endorsement defined as advertising that implies or declares that STA endorses a product, service, viewpoint, event or program. This definition does not include advertising for a service, event or program for which STA is an official sponsor, co-sponsor or participant.
10. Constitutes a religious advertisement defined as advertising that contains direct or indirect reference to religion, or to a deity or deities, or which includes the existence, non-existence or other characteristics of any deity or deities, or to any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion. This includes the depiction of text, symbols, or images commonly associated with any religion or with any deity or deities, or any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion.

PERMITTED ADVERTISING

In permitting limited advertising, STA seeks only to supplement fare revenue and other income that funds its operations and to promote its services. To realize the maximum benefit from the sale of advertising space, all advertising must be managed in a manner that will generate as much revenue as practicable while ensuring that the advertising does not discourage use of the system, does not diminish STA's reputation in the communities it serves, and is consistent with the goal of providing safe and efficient public transportation. To attain these objectives, STA will only allow advertising on its Transit Facilities that do not qualify as Excluded Advertising, as

defined above ("Permitted Advertising"). Permitted Advertising includes:

1. Commercial Advertising, defined as advertising for the sole purpose of promoting or soliciting the sale, rental, or distribution of products, goods, services, entertainment, events, programs, or real or personal property for commercial purposes. It does not include advertising that also conveys content that constitutes Excluded Advertising under this policy.
2. Advertising that promotes STA and its services.
3. Public Service Advertising, defined as advertising proposed by either a governmental entity, academic institution or tax-exempt nonprofit organization that relates to: community, art, culture, education/training, health, provision of children and family services, provision of services and programs that provide support to low income citizens, senior citizens and people with disabilities, or safety or special events, programs and/or messages and does not include or contain any content that constitutes Excluded Advertising. Upon STA's request, nonprofit entities must document their tax-exempt status. Unless the source of the Public Service Advertising is obvious from the content or copy, the advertisement must specifically identify the sponsor of the advertisement or the message.
4. Cross-Promotional Advertising, defined as advertising in which STA collaborates with for-profit or non-profit entities to promote using STA as a conveyance to a specific event; such advertising may not contain any content that constitutes Excluded Advertising.

ADMINISTRATION AND ENFORCEMENT OF POLICY

Advertisers must pay the applicable fee for the advertising space before the advertisement is installed. STA may, by mutual agreement with a city within its service area, waive this fee for a city wishing to advertise city sponsored events, city programs, or city agencies on a STA bus shelter located within the city's jurisdiction so long as (i) the bus shelter advertising space is not occupied by a revenue generating advertisement, and (ii) the advertisement is consistent with this policy.

The Board designates the CEO/General Manager to administer the Advertising Policy. This delegation includes the power of re-delegation by the CEO/General Manager to appropriate staff. The CEO/General Manager or designee shall review all advertisement content and determine whether it complies with this policy.

If the CEO/General Manager or designee determines that the advertisement does not comply with this policy, written notification of same specifying the standard(s) with which the advertisement does not comply and the appeal process shall be provided to the advertiser with a copy of this policy.

On an as needed basis, the CEO/General Manager may refer any controversial proposed ad content to the Board for approval or rejection with a majority vote.

The Board of Directors may, on its own action or at the request of an advertiser wishing to appeal the CEO/General Manger's determination of an advertisement in accordance with appeal procedures developed by the CEO/General Manager, override any decision by the CEO/General Manager on ad content with a majority vote. The Board's decision shall be final.

CONTRACT YEARS	TOTAL INCREASE IN EXPENSES
YEAR 1: APRIL 1, 2025-MARCH 31, 2026	\$1,144,627
YEAR 2: APRIL 1, 2026-MARCH 31, 2027	\$1,909,465
YEAR 3: APRIL 1, 2027-MARCH 31, 2028	\$2,686,773
TOTAL 3-YEAR INCREASE	\$5,740,865

In Year 3 of the contract, total compensation will have increased by approximately 11% compared to the FY 2025 budgeted amount for ATU member salaries.

Performance Goal

Goal 1: Workforce Investment – Facilitate a healthy workforce and ensure that they are adequately supported and equipped with the knowledge, expertise and experience to meet the Agency’s operational requirements as they evolve and grow over time.

In Collaboration with:

- Mona Babauta, CEO/General Manager
- Isabel Vizcarra, Chief of Transportation
- Luis Garcia, Chief Financial Officer
- Mark Perry, Chief Maintenance Officer
- Bryan Valenzuela, Chief Safety Officer
- Paulo Alvarado, Transportation Services Lead
- Irma Rodriguez Moisa, Labor Counsel

Approved/Reviewed by:

- Mona Babauta, CEO/General Manager
- Luis Garcia, Chief Financial Officer
- Catherine J. Groves, General Counsel

Attachments:

- [Item 14a](#) – STA and ATU Collective Bargaining Agreement 2025-2028 – Redlined
- [Item 14b](#) – STA and ATU Collective Bargaining Agreement 2025-2028 – Redlined Changes Accepted

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNLINE TRANSIT AGENCY

AND

AMALGAMATED TRANSIT UNION
LOCAL 1277

April 1, ~~2022-2025~~ through March 31, ~~2025-2028~~



MEMORANDUM OF UNDERSTANDING
BETWEEN
SUNLINE TRANSIT AGENCY
AND
AMALGAMATED TRANSIT UNION LOCAL 1277

TABLE OF CONTENTS

Page

PART 1 GENERAL PROVISIONS

ARTICLE G-1 RECOGNITION.....	1
ARTICLE G-2 NONDISCRIMINATION	3
ARTICLE G-3 MANAGEMENT RIGHTS.....	4
ARTICLE G-4 NO STRIKE - NO LOCK OUT PROVISION	4
ARTICLE G-5 DISTRIBUTION OF CONTRACT	5
ARTICLE G-6 NEGOTIATIONS	5
ARTICLE G-7 WAIVER OF PROVISION	5
ARTICLE G-8 WARRANTY OF CAPACITY	6
ARTICLE G-9 WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT.....	6
ARTICLE G-10 EMERGENCY WAIVER PROVISION	6
ARTICLE G-11 SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING	7
ARTICLE G-12 SEPARABILITY PROVISION.....	7
ARTICLE G-13 DURATION	7
ARTICLE G-14 COPE.....	8
ARTICLE G-15 UNION VISITATION RIGHTS	8
ARTICLE G-16 STEWARDS.....	8
ARTICLE G-17 PUBLIC NOTICES	10
ARTICLE G-18 SENIORITY/RECALL BUMPING	10
ARTICLE G-19 PROMOTIONS AND TRANSFERS	12
ARTICLE G-20 GRIEVANCE PROCEDURE	13
ARTICLE G-21 MISS-OUTS	18
ARTICLE G-22 UNIFORMS.....	20
ARTICLE G-23 PHYSICAL EXAMINATIONS	22
ARTICLE G-24 PAYDAYS/PAYCHECKS	23
ARTICLE G-25 HEALTH AND SAFETY	24
ARTICLE G-26 EQUIPMENT CHANGE.....	25
ARTICLE G-27 REPORTING ACCIDENT OR INCIDENT	25

TABLE OF CONTENTS
(continued)

	Page
ARTICLE G-28 LEAVES OF ABSENCE.....	27
ARTICLE G-29 WAGES	30
ARTICLE G-30 PAID TIME OFF.....	35
ARTICLE G-31 FRINGE BENEFITS.....	38
ARTICLE G-32 OUTSIDE EMPLOYMENT.....	40
ARTICLE G-33 PROBATION.....	41
ARTICLE G-34 ATTENDANCE	42

PART 2
OPERATIONS PROVISIONS PART-TIME EMPLOYEES

ARTICLE O-1 MCOS AND PARATRANSIT PART-TIME EMPLOYEES	46
ARTICLE O-2 SELECTION OF RUNS	47
ARTICLE O-3 SCHEDULING OF OPERATORS.....	50
ARTICLE O-4 OPERATOR DUTIES	55
ARTICLE O-5 EXACT FARE PLAN	56
ARTICLE O-6 PARATRANSIT.....	56

PART 3
MAINTENANCE PROVISIONS

ARTICLE M-1 PROBATION	59
ARTICLE M-2 SELECTION OF SHIFTS.....	59
ARTICLE M-3 MAINTENANCE DEPARTMENT.....	60
 Signature Page	 65
Side Letters	66-73

**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~~2025, and shall remain in full force and effect to and including March 31, ~~2025~~2028, 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~~2028. If neither party so serves such notice of

termination, this Agreement, after March 31, ~~2025~~2028, 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.

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-eighteen~~ (4518) 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 ~~65-90~~ 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.

) 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) 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 ~~\$432-475~~ to purchase SunLine approved uniforms (including shirts, polos, UV protective wear, pants, flex-comfort pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s).
- b) SunLine shall provide a maximum ~~\$300-340~~ annual credit for each operator to purchase SunLine approved uniforms (including shirts, polos, UV protective wear, pants, flex-comfort pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s). The ~~\$300-340~~ 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 ~~\$432-475~~ credit will be available for use when training is completed. For new hires who received a ~~\$432-475~~ 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-imburements shall apply: ~~\$200-220~~ 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 ~~\$250-275~~ reimbursement per pair per fiscal year for up to two (2) pairs. Non-conductive insoles may also be purchased at the time of shoe purchase up to the full amount of reimbursement.
- 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;
- 2) Employees with one or more years of service;
 - 2) 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 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

c) 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 ~~are currently receiving 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

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Advanced Tech Technician	\$ 35.12	\$ 36.76	\$ 38.18	\$ 39.67
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

Classifications	Rate
Senior Maintenance Supervisor	\$ 43.73
Maintenance Supervisor	\$ 41.65
Stops and Zones Supervisor	\$ 41.65
Facilities Maintenance Supervisor	\$ 41.65

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

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	\$ 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	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 the first full pay period of Effective April-July 23, 2023-2025, 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	\$ 31.00	\$ 32.45	\$ 33.70	\$ 35.01
Mechanic B	\$ 27.94	\$ 28.60	\$ 29.28	\$ 30.13
Mechanic C	\$ 24.97	\$ 25.19	\$ 26.16	\$ 27.37
Engine Rebuilder	\$ 31.61	\$ 33.10	\$ 34.36	\$ 35.69
NonRevenue Mechanic A	\$ 31.00	\$ 32.45	\$ 33.70	\$ 35.01
Utility	\$ 23.61	\$ 23.74	\$ 24.14	\$ 25.35
Stops and Zones A	\$ 24.97	\$ 25.19	\$ 26.16	\$ 27.37
Stops and Zones B	\$ 23.61	\$ 23.74	\$ 24.14	\$ 25.35
Facilities Maintainer A	\$ 24.97	\$ 25.19	\$ 26.16	\$ 27.37
Facilities Maintainer B	\$ 23.61	\$ 23.74	\$ 24.14	\$ 25.35
Facilities Construction Specialist	\$ 27.95	\$ 28.21	\$ 29.27	\$ 30.63

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Advanced Tech Technician	\$ <u>36.33</u>	\$ <u>38.01</u>	\$ <u>39.45</u>	\$ <u>40.97</u>
Mechanic A	\$ <u>33.08</u>	\$ <u>34.60</u>	\$ <u>35.91</u>	\$ <u>37.29</u>
Mechanic B	\$ <u>29.87</u>	\$ <u>30.56</u>	\$ <u>31.27</u>	\$ <u>32.16</u>
Mechanic C	\$ <u>26.74</u>	\$ <u>26.98</u>	\$ <u>27.99</u>	\$ <u>29.26</u>
Engine Rebuilder	\$ <u>33.72</u>	\$ <u>35.28</u>	\$ <u>36.61</u>	\$ <u>38.01</u>
NonRevenue Mechanic A	\$ <u>33.08</u>	\$ <u>34.60</u>	\$ <u>35.91</u>	\$ <u>37.29</u>
Utility	\$ <u>25.57</u>	\$ <u>25.70</u>	\$ <u>26.12</u>	\$ <u>27.40</u>
Stops and Zones A	\$ <u>27.00</u>	\$ <u>27.23</u>	\$ <u>28.24</u>	\$ <u>29.52</u>
Stops and Zones B	\$ <u>25.57</u>	\$ <u>25.70</u>	\$ <u>26.12</u>	\$ <u>27.40</u>
Facilities Maintainer A	\$ <u>27.00</u>	\$ <u>27.23</u>	\$ <u>28.24</u>	\$ <u>29.52</u>
Facilities Maintainer B	\$ <u>25.57</u>	\$ <u>25.70</u>	\$ <u>26.12</u>	\$ <u>27.40</u>
Facilities Construction Specialist	\$ <u>30.13</u>	\$ <u>30.41</u>	\$ <u>31.52</u>	\$ <u>32.95</u>

Classifications	Rate
Senior Maintenance Supervisor	\$ <u>44.86</u>
Maintenance Supervisor	\$ <u>42.74</u>
Stops and Zones Supervisor	\$ <u>42.74</u>

Facilities Maintenance Supervisor | \$ 42.74 |

~~New Maintenance and Stops and Zones Classifications (Effective April 23, 2023:~~

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

Classifications	Training Rate	Starting Rate	6 Months	12 Months	18 Months
Full Time MCO	\$ 21.69	\$ 22.98	\$ 27.10	\$ 28.00	\$ 29.22
Part Time MCO	\$ 21.69	\$ 28.00	\$ 29.22	\$ 29.22	\$ 29.22
Full Time Paratransit	\$ 20.73	\$ 21.63	\$ 22.56	\$ 23.48	\$ 25.31
Part Time Paratransit	\$ 20.73	\$ 22.56	\$ 23.48	\$ 24.40	\$ 25.31

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

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 29.51	\$ 30.91	\$ 32.08	\$ 33.31
Street Sweeper Mechanic A	\$ 29.51	\$ 30.91	\$ 32.08	\$ 33.31
Street Sweeper Operator	\$ 23.78	\$ 24.18	\$ 24.91	\$ 26.07
Dump Truck Operator	\$ 26.59	\$ 27.22	\$ 27.89	\$ 28.71
SSG Support	\$ 22.70	\$ 23.40	\$ 24.21	\$ 25.33

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 2024-2026 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
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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

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Advanced Tech Technician	\$ 37.60	\$ 39.34	\$ 40.83	\$ 42.40
Mechanic A	\$ 34.24	\$ 35.81	\$ 37.17	\$ 38.60
Mechanic B	\$ 30.92	\$ 31.63	\$ 32.36	\$ 33.29
Mechanic C	\$ 27.68	\$ 27.92	\$ 28.97	\$ 30.28
Engine Rebuilder	\$ 34.90	\$ 36.51	\$ 37.89	\$ 39.34
NonRevenue Mechanic A	\$ 34.24	\$ 35.81	\$ 37.17	\$ 38.60
Utility	\$ 26.46	\$ 26.60	\$ 27.03	\$ 28.36
Stops and Zones A	\$ 27.95	\$ 28.18	\$ 29.23	\$ 30.55
Stops and Zones B	\$ 26.46	\$ 26.60	\$ 27.03	\$ 28.36
Facilities Maintainer A	\$ 27.95	\$ 28.18	\$ 29.23	\$ 30.55
Facilities Maintainer B	\$ 26.46	\$ 26.60	\$ 27.03	\$ 28.36
Facilities Construction Specialist	\$ 31.18	\$ 31.47	\$ 32.62	\$ 34.10

Classifications	Rate
Senior Maintenance Supervisor	\$ 46.43
Maintenance Supervisor	\$ 44.24
Stops and Zones Supervisor	\$ 44.24
Facilities Maintenance Supervisor	\$ 44.24

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

Classifications	Training Rate	Starting Rate	6 Months	12 Months	18 Months
Full Time MCO	<u>\$ 22.45</u>	<u>\$ 23.78</u>	<u>\$ 28.05</u>	<u>\$ 28.98</u>	<u>\$ 30.24</u>
Part Time MCO	<u>\$ 22.45</u>	<u>\$ 28.98</u>	<u>\$ 30.24</u>	<u>\$ 30.24</u>	<u>\$ 30.24</u>
Full Time Paratransit	<u>\$ 21.46</u>	<u>\$ 22.39</u>	<u>\$ 23.35</u>	<u>\$ 24.30</u>	<u>\$ 26.20</u>
Part Time Paratransit	<u>\$ 21.46</u>	<u>\$ 23.35</u>	<u>\$ 24.30</u>	<u>\$ 25.25</u>	<u>\$ 26.20</u>

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

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 30.54	\$ 31.99	\$ 33.20	\$ 34.48
Street Sweeper Mechanic A	\$ 30.54	\$ 31.99	\$ 33.20	\$ 34.48
Street Sweeper Operator	\$ 24.61	\$ 25.03	\$ 25.78	\$ 26.98
Dump Truck Operator	\$ 27.52	\$ 28.17	\$ 28.87	\$ 29.71
SSG Support	\$ 23.49	\$ 24.22	\$ 25.06	\$ 26.22

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 2027 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
Advanced Tech Technician	\$ 38.92	\$ 40.72	\$ 42.26	\$ 43.88
Mechanic A	\$ 35.44	\$ 37.06	\$ 38.47	\$ 39.95
Mechanic B	\$ 32.00	\$ 32.74	\$ 33.49	\$ 34.46
Mechanic C	\$ 28.65	\$ 28.90	\$ 29.98	\$ 31.34
Engine Rebuilder	\$ 36.12	\$ 37.79	\$ 39.22	\$ 40.72
NonRevenue Mechanic A	\$ 35.44	\$ 37.06	\$ 38.47	\$ 39.95
Utility	\$ 27.39	\$ 27.53	\$ 27.98	\$ 29.35
Stops and Zones A	\$ 28.93	\$ 29.17	\$ 30.25	\$ 31.62
Stops and Zones B	\$ 27.39	\$ 27.53	\$ 27.98	\$ 29.35
Facilities Maintainer A	\$ 28.93	\$ 29.17	\$ 30.25	\$ 31.62
Facilities Maintainer B	\$ 27.39	\$ 27.53	\$ 27.98	\$ 29.35
Facilities Construction Specialist	\$ 32.27	\$ 32.57	\$ 33.76	\$ 35.29

Classifications	Rate
Senior Maintenance Supervisor	\$ 48.06
Maintenance Supervisor	\$ 45.79
Stops and Zones Supervisor	\$ 45.79
Facilities Maintenance Supervisor	\$ 45.79

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	\$ 23.24	\$ 24.61	\$ 29.03	\$ 29.99	\$ 31.30
Part Time MCO	\$ 23.24	\$ 29.99	\$ 31.30	\$ 31.30	\$ 31.30
Full Time Paratransit	\$ 22.21	\$ 23.17	\$ 24.17	\$ 25.15	\$ 27.12
Part Time Paratransit	\$ 22.21	\$ 24.17	\$ 25.15	\$ 26.13	\$ 27.12

SSG:

<u>Classifications</u>	<u>1st 6 mos</u>	<u>2nd 6 mos</u>	<u>After 1 year</u>	<u>After 18 mos</u>
SunGas Refueler/Operator	\$ 31.61	\$ 33.11	\$ 34.36	\$ 35.69
Street Sweeper Mechanic A	\$ 31.61	\$ 33.11	\$ 34.36	\$ 35.69
Street Sweeper Operator	\$ 25.47	\$ 25.91	\$ 26.68	\$ 27.92
Dump Truck Operator	\$ 28.48	\$ 29.16	\$ 29.88	\$ 30.75
SSG Support	\$ 24.31	\$ 25.07	\$ 25.94	\$ 27.14

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:

Thousand Palms

Indio

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.

At least four (4) weeks before the start of a scheduled vacation, SunLine will notify, in writing, any employee who is expected to lack sufficient accruals to cover their scheduled vacation time, informing them that their scheduled vacation will be canceled.

Employees with insufficient vacation accruals will be allowed to use their available vacation leave in full-shift increments for the days of their scheduled vacation, so long as the employee notifies their manager no less than two (2) weeks prior to the scheduled vacation. Employees shall work after those full shift increments have been exhausted.

This provision will apply to maintenance supervisor classifications effective April 26, 2023.

VACATION TIME OFF or VTOs

<u>YEARS OF SERVICE</u>	<u>PER 80 HOUR PAY PERIOD</u>	<u>ANNUAL MAXIMUM</u>
<u>1 through 4 years</u>	<u>5.54</u> <u>(10 vacation + 8 floaters*)</u>	<u>144 hrs.</u>
<u>5 through 9 years</u>	<u>7.08</u> <u>(15 vacation + 8 floaters)</u>	<u>184 hrs.</u>
<u>10 through 19 years</u>	<u>8.62</u> <u>(20 vacation + 8 floaters)</u>	<u>224 hrs.</u>
<u>20 through 24 years</u>	<u>10.15</u> <u>(25 vacation + 8 floaters)</u>	<u>264 hrs.</u>
<u>25 years and over</u>	<u>11.69</u> <u>(30 vacation + 8 floaters)</u>	<u>304 hrs.</u>

*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.

Maintenance Supervisor Classifications will no longer earn PLD 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 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. Vacations must be taken in increments of calendar weeks for Sunday to and including Saturday all-inclusive of days off. If an Operator is on vacation, the Operator shall not be expected to perform any voluntary call back (VCB) work.

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.

Effective in December 2025 and each December thereafter, employees who wish to have SunLine buy back VTO hours in the next calendar year, shall make an irrevocable election and submit it to SunLine, in writing no later than December 31, as to the number of hours they will accrue the next calendar year that they elect for buy back. Any cash-out of VTO shall not cause the employee’s total amount of accumulated VTO leave bank to fall below an eighty (80) hour minimum balance. SunLine shall make a form available to employees to make the irrevocable election no later than December 15 of each year.

Employees who do not submit an irrevocable election form by December 31 will be deemed as foregoing participation in the optional annual VTO cash-out program for that following calendar year.

The payments shall be made via a separate check during the first or second payroll in June of the following calendar year and shall be paid at the employee’s base rate of pay at the time of the cash out.

In the event an employee has less hours in their VTO bank eligible for cash out at the time the cash-out is to be paid than they had previously elected to cash out, then the employee shall only be paid up to the eligible amount remaining in their VTO bank at the time of their actual cash out that would still maintain the eighty (80) hour minimum balance.

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.
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~~*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 Bestley.~~

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 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.)

Beginning in December 2025 and each December thereafter, employees who wish to have SunLine buy back sick leave hours in the next calendar year, shall make an irrevocable election and submit it to SunLine, in writing no later than December 31, as to the number of sick hours they will accrue the next calendar year that they elect for buy back. Any cash-out of sick leave shall not cause the employee's total amount of accumulated sick leave in their sick leave bank to fall below a forty (40) hour minimum balance. SunLine shall make a form available to employees to make the irrevocable election no later than December 15 of each year.

Employees who do not submit an irrevocable election form by December 31 will be deemed as foregoing participation in the sick leave cash-out program for that following calendar year.

The sick leave hours cashed out will be paid to the employee in April of the year following the election, on a separate check, at the employee's base rate of pay at the time of the cash out.

In the event an employee has less hours in their sick leave bank eligible for cash out at the time the cash-out is to be paid than they had previously elected to cash out, then the employee shall only be paid up to the eligible amount remaining in their sick leave bank at the time of their actual cash out that would still maintain the forty (40) hour minimum balance.

Maintenance Supervisor classifications will begin earning sick time effective April 26, 2023.

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 and Union further agree that they have met and conferred and reached agreement regarding a Third Amendment to the STA Restated Retirement Income Plan for Bargaining Unit Personnel Trust Agreement to comply with the requirements of PEPRA.

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~~ contribution for said insurance shall be limited as follows:

April 23, 2023, through December 31, 2023
January 1, 2025 to December 31, 2025:

Employee Only: \$~~679~~833.87
Employee +1: \$~~1,358~~1,667.74
Employee + Family: \$~~1,766~~2,168.06

January 1, 202~~6~~4, to December 31, 202~~6~~4

Employee Only: \$~~722~~875.56
Employee +1: \$~~1,445~~1,751.13
Employee + Family: \$~~1,878~~2,276.46

January 1, 202~~7~~5, to December 31, 202~~7~~5

Employee Only: \$~~768~~919.34
Employee +1: \$~~1,637~~1,838.68
Employee + Family: \$~~1,998~~2,390.29

January 1, 2028, to December 31, 2028

Employee Only: \$965.31
Employee +1: \$1,930.62
Employee + Family: \$2,509.80

During the term of this Agreement, it is the intent of the parties that these fixed dollar contributions set forth above equal ninety-percent (90%) of the Kaiser HMO cost. Should the fixed dollar amount fall below the 90% of the average Kaiser HMO premium cost, the parties will meet and confer to amend the flat dollar employer contributions to be equal to the flat dollar amount that equates to the 90% employer contribution of the Kaiser HMO average premium 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.~~

The average premium cost is the average of the premium cost of the HMOs offered by CalPERS. The following plans are the currently offered HMO plans by CalPERS: Anthem Blue Cross Select, Anthem Blue Cross Traditional, Blue Shield Access+, Blue Shield Trio, Kaiser Permanente, United Healthcare Alliance, and United Healthcare Harmony.

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).

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. Any employee with outside employment that requires maintaining a record of duty per 13 CCR 1213 shall provide SunLine with a copy of such record of duty upon request, on an annual basis.

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~~five 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 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:~~

~~Effective April 26, 2023, nine (9) absences in a rolling 365-day period measured backwards from the current absence.~~

~~Absences on days before or immediately after scheduled days off.~~

~~Absences on work days immediately preceding or after pay days.~~

~~Ending a shift/assignment early or not completing the second portion of a split shift.~~

~~Calling in "sick" after VTO has been denied.~~

~~A pattern of absences for the same day of the week.~~

~~A pattern of absences that results in a leave without pay (LWOP)~~

~~SECTION 76. PROGRESSIVE DISCIPLINE~~

~~Progressive discipline shall be as follows:~~

~~Upon receipt of the fourth absence within a rolling twelve-month period the employee will receive a verbal warning that a pattern is developing.~~

~~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.~~

~~The sixth absence within the rolling twelve-month period will result in a one-day suspension.~~

~~The seventh absence within the rolling twelve-month period will result in a two-day suspension.~~

~~The eighth absence within the rolling twelve-month period will result in a final warning and a three-day suspension.~~

~~Effective April 26, 2023, the ninth absence within the rolling twelve-month period will result in termination.~~

~~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~~

~~45~~

~~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.~~

A. An employee may use paid sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault or stalking, they may use paid sick leave for the purposes described in California Labor Code sections 230(c) 230.1(a).

B. 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.

C. An employee who incurs an unpaid sick occurrence(s) shall be given an attendance point. Unpaid sick occurrences for discipline purposes shall be measured based on single day use. If an employee has an unpaid sick absence over the course of more than one consecutive day and that employee can provide a physician's note excusing them from work for the period of the consecutive days' absence, then that employee shall be given a single attendance point.

If an employee calls off sick during their shift, and has no accrued sick leave, the call off shall be counted as an attendance point.

D. The progressive discipline for attendance points shall be the following:

Upon receipt of the first point within a rolling 12-month period, the employee will receive a verbal warning.

Upon receipt of the second point within a rolling 12-month period, the employee will receive a written warning.

Upon receipt of the third point within a rolling 12-month period, the employee will receive a one (1) day suspension.

Upon receipt of the fourth point within a rolling 12-month period, the employee will receive a three (3) day suspension.

Upon receipt of the fifth point within a rolling 12-month period, the employee will be subject to termination.

E. All attendance points under prior attendance policies shall be reduced to zero for all employees as of the date the SunLine Board of Directors ratifies this Agreement. ATU shall withdraw, with prejudice, all pending grievances related to the prior attendance policy. The withdrawal of pending grievances shall not result in any employee receiving any discipline.

SECTION 87. 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. If this absence is due to a reason covered by the use of sick leave and the employee has paid sick leave available to cover the absence, the employee shall not be issued an attendance point.

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. If a cut is due to a reason covered by the use of sick leave and the employee has paid sick leave available to cover the entirety of the early leave absence, the employee shall not be issued an attendance point.

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. An employee who has obtained a pre-approved leave without pay, will not be issued an attendance point.

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.

If an operator bids for a shift that has a 9 hour rest violation, SunLine will compensate at time and a half for up to one hour worked during this violation. However, the operator will either be unpaid or must use their own vacation accruals for the remainder of the run to avoid a rest violation.

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-confer regarding implementation of an electronic automated~~-bidding process. 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-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. It is the responsibility of each Extra Board Operator to verify their assignment by calling dispatch after the mark up is complete (5:00 p.m.) on the evening before their workday.

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 until the original operator returns. If the original operator returns before the end of the work week, the extra board operator will re-enter the extra board if their scheduled days off are not affected. If the operator on the hold-down has already taken their scheduled days off, the operator will mirror the sign on time of the hold down work for the remainder of the work week. 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. If an extra board operator selects a hold down shift that has a 9 hour rest violation, SunLine will compensate at time and a half up to one hour worked during the violation. However, the operator will be either unpaid or must use their own vacation accruals for the entirety or remainder of the run, at the employee's option, to avoid a rest violation in order to qualify for the hold-down.

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. Small pieces of work, which are runs that are below six (6) hours, may be assigned to the extra board daily to ensure no disruptions in service and that all shifts are covered.

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:

Pay Code	Sunday	Daily Guarantee					Saturday	OT Hours	Regular Hours	Total Hours
		Monday	Tuesday	Wednesday	Thursday	Friday				
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

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			-	40.00	40.00
Overtime Daily Guarantee	-	-	-	-	-	-	-	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	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. 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 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 and shift start time selection (as AM, PM or Both) with the most hours. VCB assignments shall be made in seniority order, with the highest seniority receiving the first assignment of the day, regardless of the length of the run.

d) Fixed Route VCB:

1. Assignments available prior to ~~5:00~~6:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between ~~5:00~~6:00 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~~6:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the earliest 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. 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

4.2. Part Time Extra Board (not Max hours)

2.3. VCB (Full Time Operators)

3.4. VCB (Part Time Operators)

4.5. Seniority Order – Full Time

5.6. Part Time – MAX HRS – Regular Seniority Rotation

6.7. Part Time – MAX HRS – (day off) Seniority Rotation

7.8. Supervision

e.) Paratransit VCB:

~~4.1. 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 earliest 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 oncall 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.~~

~~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.~~

~~2.2. 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 the Seniority List. 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~~ Part Time Fixed Route Operators (with training) (but not Maxed)
- 4.5. Full Time Fixed Route Operators (with training)
- 5.6. ~~Part Time MAX HRS – regular day seniority rotation~~
- 6.7. ~~Part Time MAX HRS – days off – seniority rotation~~
- 7.8. ~~Part Time Fixed Route Operators (with proper training)~~ Seniority Order (Day Off) – Full Time
9. ~~Full Time Fixed Route Operators (with proper training)~~ Seniority Order (Day Off) – Part Time
- 8.10. Extra Board
- 9.11. Supervision

SunDial VCB assignments shall be offered to Paratransit Operators before being offered to Fixed Route Operators.

f) ~~Dispatchers-Controllers~~ 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 current VCB sign-up period by submitting the appropriate removal form. ~~of the monthly sign-up period.~~

h) A Fixed Route operator may remove their name from the VCB for a specific day(s) before 24:00 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.

h)j) If any operator is on a scheduled vacation time off and they have signed up for VCB, they must cancel their vacation for any day(s) they wish to be available for work. If the operator does not cancel vacation day(s), they will be ineligible for VCB work.

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 ~~31~~ 32. 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 43. 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 54. 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 65. 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 76. 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 87. 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 98. 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.

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 non-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 Paint 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~~2025, the annual allowance shall be ~~\$800~~\$1,100. Effective July 1, ~~2020~~
2026 the annual

allowance shall increase to \$~~900~~1,200. Effective July 1, ~~2021~~2027 the annual allowance shall increase to \$~~1,000~~1,300. 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.

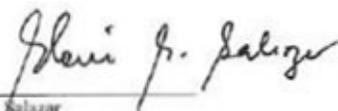
To qualify, employee must:

- 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 &V 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 accented by Rte authorized representatives of SunLine and the Union. this MOU benzenes effeethie on April 21, 7071

~~SUNLINE TRANSIT AGENCY~~ SUNLINE TRANSIT AGENCY AMALGAMATED
~~TRANSIT UNION LOCAL 1277~~

By: 
Steven J. Salinger
Chief Executive Officer/General Manager

f l y i e / c / i / d e _
Jeff Sha
Principal Business Agent

By: _____
Mona Babauta
CEO/General Manager

By: _____
Jeff Shaffer
ATU President

By: _____
Tamara Miles
Chief of Human Relations

By: _____
Catherine J. Groves
Hanson Bridgett LLP

SunRide Side Letter

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") acknowledge that SunLine has run a rideshare feeder pilot program during the term of the 2022 to 2025 MOU. In a previous Side Letter, SunLine and ATU agreed that if SunLine elected to provide this service inhouse, that this work would be work to be performed by ATU-represented employees.

SunLine has elected to not provide this service inhouse and that the rideshare feeder program ("SunRide") will continue, subject to the following conditions:

- (1) No ATU-represented employee shall be laid off or have their hours of work reduced due to the rideshare feeder program.
- (2) No work performed by the rideshare feeder program shall displace any of the work currently performed by ATU-represented employees.
- (3) SunRide shall not provide curb to curb service. SunRide vehicles pick up customers within walking distance of their specified location, and drop them off at a bus stop or point of interest within their designated zone.
- (4) SunRide service shall operate in up to eight (8) zones of operation. SunRide passenger trips shall not cross zones.
- (5) SunRide daily service shall be capped at thirteen (13) hours a day.

IT IS SO AGREED.

DATE:



Mona Babauta, CEO
SunLine Transit Agency



Jeff Shaffer, President
Amalgamated Transit Union, Local 1277

5/2/2025

Date

5-2-25

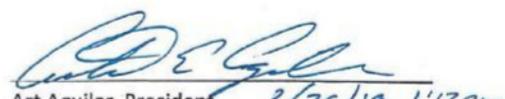
Date

~~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.~~


Lauren Skiver, CEO
SunLine Transit Agency


Art Aguilar, President 3/25/19 1:17pm
Amalgamated Transit Union, Local 1277

**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.


Lauren Skiver, CEO
SunLine Transit Agency


Art Aguilar, President
Amalgamated Transit Union, Local 1277
3/25/19 1:18pm

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 purpose of resolving any grievances filed over the AM/PM/Both selection with respect to this program, and will be solely for the purpose of interpreting, clarifying, and resolving any misunderstandings.

The parties agree that, upon the termination of the pilot VCB program, the language shall be returned to the language currently in Article 0-3, Section 5. In order to implement this program, SunLine must provide ATU with a written notice.

The parties agree that the language shall be changed by the mutual agreement of the parties during the duration of the pilot VCB program.

SECTION 5. VOLUNTARY CALL BACK

It is understood that this language will be the language of the pilot program is not in effect for 12 months.

- a) The VCB Form. Operators desiring to participate in the VCB program shall complete the VCB Form and indicate which of their days off they desire. The VCB Form shall be submitted to the Controller for AM (defined as any run starting between 5:00 a.m. and 5:00 p.m.) or Both (defined as both AM and PM) runs. The VCB Form shall be submitted (7) days as defined by SunLine.
- b) The VCB program shall be implemented on a first-come, first-served basis.
- c) Seniority of sign-up shall determine the operator's seniority number and shift selection. The VCB program shall be implemented for a maximum of 12 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 subsection. If no operator is available, the run will be offered to the remaining unassigned operators within the Seniority List. If no operator is available, it will then be offered to Seniority List.

If the operator fails to respond to the Controller's call, the operator may be charged with a violation of Article 0-3 21.

Coverage of runs shall be in the following order:

Fixed Run

- 1. On-Shift
- 2. Seniority Order (Day On)
- 3. Seniority Order (Day Off)
- 4. Provision

e.) 3:

1. Assignments available prior to 7:00 p.m.: An operator will be responsible for being available to the Controller between 7:00 p.m. and 8:00 p.m. for assignment to a run. Operators that are available to the Controller will be assigned to a run based on the VCB by assigning the operator (having a 9 hour rest period) to the run with the most senior operator's selected shift start time. An operator assigned to a run may be for a specific run on the following day. An on-call operator will be paid for two (2) hours (straight time) for being on-call that day. Operators assigned to be on-call for a run 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.

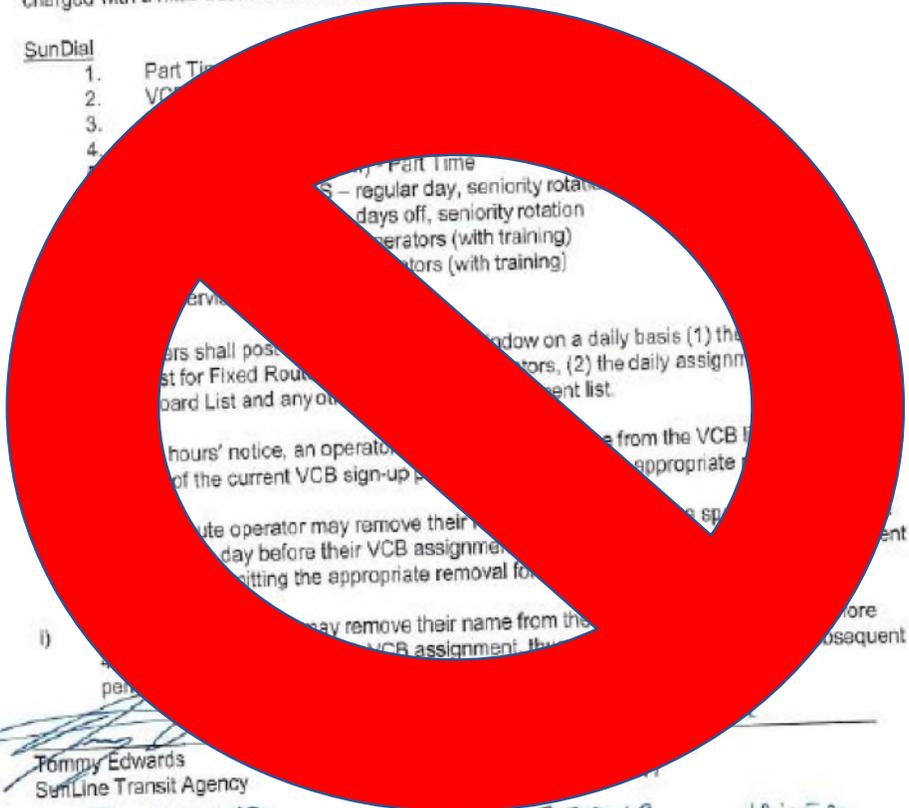
2. Assignments available after 7:00 p.m.: The Controller will call VCB, starting with the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1 and according to the operator's run start 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
2. VCB
- 3.
- 4.



Part Time
- regular day, seniority rotation
days off, seniority rotation
operators (with training)
operators (with training)

ers shall post a window on a daily basis (1) the
st for Fixed Routes, (2) the daily assignment
board List and any other assignment list.

hours' notice, an operator may be removed from the VCB list
of the current VCB sign-up period.

ute operator may remove their name from the VCB list
day before their VCB assignment, by submitting the appropriate removal form.

i) An operator may remove their name from the VCB assignment list subsequent
to the VCB assignment.

Tommy Edwards
SunLine Transit Agency

3-20-19 10:17 pm
Date

3-20-19 10:15 pm
Date


Kelly Fraiser (Legal Counsel)
SunLine Transit Agency

3-20-19
Date

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. ATU shall work cooperatively with SunLine to communicate to the employees who are forced assigned a holiday bid under this section, before the finalization of the bid.

X  X  4/13/16

Art Aquilar Tommy Edwards
ATU President Chief Operating Officer
4/13/16

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.



Lauren Skiver
SunLine Transit Agency

3/25/19 5:39pm
Date



Art Aguilar
ATU Local 1277

3/25/19 C 5:41pm
Date

Lauren Skiver

Art Aguilar

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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNLINE TRANSIT AGENCY

AND

AMALGAMATED TRANSIT UNION
LOCAL 1277

April 1, 2025 through March 31, 2028



MEMORANDUM OF UNDERSTANDING
BETWEEN
SUNLINE TRANSIT AGENCY
AND
AMALGAMATED TRANSIT UNION LOCAL 1277

TABLE OF CONTENTS

Page

PART 1 GENERAL PROVISIONS

ARTICLE G-1 RECOGNITION.....	5
ARTICLE G-2 NONDISCRIMINATION	7
ARTICLE G-3 MANAGEMENT RIGHTS.....	8
ARTICLE G-4 NO STRIKE - NO LOCK OUT PROVISION	8
ARTICLE G-5 DISTRIBUTION OF CONTRACT	9
ARTICLE G-6 NEGOTIATIONS	9
ARTICLE G-7 WAIVER OF PROVISION	9
ARTICLE G-8 WARRANTY OF CAPACITY	10
ARTICLE G-9 WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT.....	10
ARTICLE G-10 EMERGENCY WAIVER PROVISION	10
ARTICLE G-11 SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING	11
ARTICLE G-12 SEPARABILITY PROVISION.....	11
ARTICLE G-13 DURATION	11
ARTICLE G-14 COPE.....	12
ARTICLE G-15 UNION VISITATION RIGHTS	12
ARTICLE G-16 STEWARDS.....	12
ARTICLE G-17 PUBLIC NOTICES	14
ARTICLE G-18 SENIORITY/RECALL BUMPING	14
ARTICLE G-19 PROMOTIONS AND TRANSFERS	16
ARTICLE G-20 GRIEVANCE PROCEDURE	17
ARTICLE G-21 MISS-OUTS	22
ARTICLE G-22 UNIFORMS.....	24
ARTICLE G-23 PHYSICAL EXAMINATIONS	26
ARTICLE G-24 PAYDAYS/PAYCHECKS	28
ARTICLE G-25 HEALTH AND SAFETY	28
ARTICLE G-26 EQUIPMENT CHANGE.....	29
ARTICLE G-27 REPORTING ACCIDENT OR INCIDENT	29

TABLE OF CONTENTS
(continued)

	Page
ARTICLE G-28 LEAVES OF ABSENCE.....	31
ARTICLE G-29 WAGES	34
ARTICLE G-30 PAID TIME OFF.....	40
ARTICLE G-31 FRINGE BENEFITS.....	45
ARTICLE G-32 OUTSIDE EMPLOYMENT.....	48
ARTICLE G-33 PROBATION.....	49
ARTICLE G-34 ATTENDANCE	49

PART 2
OPERATIONS PROVISIONS PART-TIME EMPLOYEES

ARTICLE O-1 MCOS AND PARATRANSIT PART-TIME EMPLOYEES	55
ARTICLE O-2 SELECTION OF RUNS	56
ARTICLE O-3 SCHEDULING OF OPERATORS.....	60
ARTICLE O-4 OPERATOR DUTIES	66
ARTICLE O-5 EXACT FARE PLAN	67
ARTICLE O-6 PARATRANSIT.....	67

PART 3
MAINTENANCE PROVISIONS

ARTICLE M-1 PROBATION	69
ARTICLE M-2 SELECTION OF SHIFTS.....	69
ARTICLE M-3 MAINTENANCE DEPARTMENT.....	70
 Signature Page	 79
Side Letters	76-79

**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, 2025, and shall remain in full force and effect to and including March 31, 2028, 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, 2028. If neither party so serves such notice of

termination, this Agreement, after March 31, 2028, 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.

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 eighteen (18) 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 90 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.

) 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) 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 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 \$475 to purchase SunLine approved uniforms (including shirts, polos, UV protective wear, pants, flex-comfort pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s).
- b) SunLine shall provide a maximum \$340 annual credit for each operator to purchase SunLine approved uniforms (including shirts, polos, UV protective wear, pants, flex-comfort pants, shorts, jackets, vests, gloves, beanies, ties and hats) from SunLine designated vendor(s). The \$340 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 \$475 credit will be available for use when training is completed. For new hires who received a \$475 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-imbursements shall apply: \$220 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 \$275 reimbursement per pair per fiscal year for up to two (2) pairs. Non-conductive insoles may also be purchased at the time of shoe purchase up to the full amount of reimbursement.
- 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;
- 2) Employees with one or more years of service;
- 2) 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 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

c) 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 are currently receiving the hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
Advanced Tech Technician	\$ 35.12	\$ 36.76	\$ 38.18	\$ 39.67
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

Classifications	Rate
Senior Maintenance Supervisor	\$ 43.73
Maintenance Supervisor	\$ 41.65
Stops and Zones Supervisor	\$ 41.65
Facilities Maintenance Supervisor	\$ 41.65

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.

Effective the first full pay period of July , 2025, 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
Advanced Tech Technician	\$ 36.33	\$ 38.01	\$ 39.45	\$ 40.97
Mechanic A	\$ 33.08	\$ 34.60	\$ 35.91	\$ 37.29
Mechanic B	\$ 29.87	\$ 30.56	\$ 31.27	\$ 32.16
Mechanic C	\$ 26.74	\$ 26.98	\$ 27.99	\$ 29.26
Engine Rebuilder	\$ 33.72	\$ 35.28	\$ 36.61	\$ 38.01
NonRevenue Mechanic A	\$ 33.08	\$ 34.60	\$ 35.91	\$ 37.29
Utility	\$ 25.57	\$ 25.70	\$ 26.12	\$ 27.40
Stops and Zones A	\$ 27.00	\$ 27.23	\$ 28.24	\$ 29.52
Stops and Zones B	\$ 25.57	\$ 25.70	\$ 26.12	\$ 27.40
Facilities Maintainer A	\$ 27.00	\$ 27.23	\$ 28.24	\$ 29.52
Facilities Maintainer B	\$ 25.57	\$ 25.70	\$ 26.12	\$ 27.40
Facilities Construction Specialist	\$ 30.13	\$ 30.41	\$ 31.52	\$ 32.95

Classifications	Rate
Senior Maintenance Supervisor	\$ 44.86
Maintenance Supervisor	\$ 42.74
Stops and Zones Supervisor	\$ 42.74
Facilities Maintenance Supervisor	\$ 42.74

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	\$ 21.69	\$ 22.98	\$ 27.10	\$ 28.00	\$ 29.22
Part Time MCO	\$ 21.69	\$ 28.00	\$ 29.22	\$ 29.22	\$ 29.22
Full Time Paratransit	\$ 20.73	\$ 21.63	\$ 22.56	\$ 23.48	\$ 25.31
Part Time Paratransit	\$ 20.73	\$ 22.56	\$ 23.48	\$ 24.40	\$ 25.31

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 29.51	\$ 30.91	\$ 32.08	\$ 33.31
Street Sweeper Mechanic A	\$ 29.51	\$ 30.91	\$ 32.08	\$ 33.31
Street Sweeper Operator	\$ 23.78	\$ 24.18	\$ 24.91	\$ 26.07
Dump Truck Operator	\$ 26.59	\$ 27.22	\$ 27.89	\$ 28.71
SSG Support	\$ 22.70	\$ 23.40	\$ 24.21	\$ 25.33

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 2026 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
Advanced Tech Technician	\$ 37.60	\$ 39.34	\$ 40.83	\$ 42.40
Mechanic A	\$ 34.24	\$ 35.81	\$ 37.17	\$ 38.60
Mechanic B	\$ 30.92	\$ 31.63	\$ 32.36	\$ 33.29
Mechanic C	\$ 27.68	\$ 27.92	\$ 28.97	\$ 30.28
Engine Rebuilder	\$ 34.90	\$ 36.51	\$ 37.89	\$ 39.34
NonRevenue Mechanic A	\$ 34.24	\$ 35.81	\$ 37.17	\$ 38.60
Utility	\$ 26.46	\$ 26.60	\$ 27.03	\$ 28.36
Stops and Zones A	\$ 27.95	\$ 28.18	\$ 29.23	\$ 30.55
Stops and Zones B	\$ 26.46	\$ 26.60	\$ 27.03	\$ 28.36
Facilities Maintainer A	\$ 27.95	\$ 28.18	\$ 29.23	\$ 30.55
Facilities Maintainer B	\$ 26.46	\$ 26.60	\$ 27.03	\$ 28.36
Facilities Construction Specialist	\$ 31.18	\$ 31.47	\$ 32.62	\$ 34.10

Classifications	Rate
Senior Maintenance Supervisor	\$ 46.43
Maintenance Supervisor	\$ 44.24
Stops and Zones Supervisor	\$ 44.24
Facilities Maintenance Supervisor	\$ 44.24

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	\$ 22.45	\$ 23.78	\$ 28.05	\$ 28.98	\$ 30.24
Part Time MCO	\$ 22.45	\$ 28.98	\$ 30.24	\$ 30.24	\$ 30.24
Full Time Paratransit	\$ 21.46	\$ 22.39	\$ 23.35	\$ 24.30	\$ 26.20
Part Time Paratransit	\$ 21.46	\$ 23.35	\$ 24.30	\$ 25.25	\$ 26.20

SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 30.54	\$ 31.99	\$ 33.20	\$ 34.48
Street Sweeper Mechanic A	\$ 30.54	\$ 31.99	\$ 33.20	\$ 34.48

Street Sweeper Operator	\$ 24.61	\$ 25.03	\$ 25.78	\$ 26.98
Dump Truck Operator	\$ 27.52	\$ 28.17	\$ 28.87	\$ 29.71
SSG Support	\$ 23.49	\$ 24.22	\$ 25.06	\$ 26.22

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 2027 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
Advanced Tech Technician	\$ 38.92	\$ 40.72	\$ 42.26	\$ 43.88
Mechanic A	\$ 35.44	\$ 37.06	\$ 38.47	\$ 39.95
Mechanic B	\$ 32.00	\$ 32.74	\$ 33.49	\$ 34.46
Mechanic C	\$ 28.65	\$ 28.90	\$ 29.98	\$ 31.34
Engine Rebuilder	\$ 36.12	\$ 37.79	\$ 39.22	\$ 40.72
NonRevenue Mechanic A	\$ 35.44	\$ 37.06	\$ 38.47	\$ 39.95
Utility	\$ 27.39	\$ 27.53	\$ 27.98	\$ 29.35
Stops and Zones A	\$ 28.93	\$ 29.17	\$ 30.25	\$ 31.62
Stops and Zones B	\$ 27.39	\$ 27.53	\$ 27.98	\$ 29.35
Facilities Maintainer A	\$ 28.93	\$ 29.17	\$ 30.25	\$ 31.62
Facilities Maintainer B	\$ 27.39	\$ 27.53	\$ 27.98	\$ 29.35
Facilities Construction Specialist	\$ 32.27	\$ 32.57	\$ 33.76	\$ 35.29

Classifications	Rate
Senior Maintenance Supervisor	\$ 48.06
Maintenance Supervisor	\$ 45.79
Stops and Zones Supervisor	\$ 45.79
Facilities Maintenance Supervisor	\$ 45.79

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	\$ 23.24	\$ 24.61	\$ 29.03	\$ 29.99	\$ 31.30
Part Time MCO	\$ 23.24	\$ 29.99	\$ 31.30	\$ 31.30	\$ 31.30
Full Time Paratransit	\$ 22.21	\$ 23.17	\$ 24.17	\$ 25.15	\$ 27.12

Part Time Paratransit	\$ 22.21	\$ 24.17	\$ 25.15	\$ 26.13	\$ 27.12
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SSG:

Classifications	1st 6 mos	2nd 6 mos	After 1 year	After 18 mos
SunGas Refueler/Operator	\$ 31.61	\$ 33.11	\$ 34.36	\$ 35.69
Street Sweeper Mechanic A	\$ 31.61	\$ 33.11	\$ 34.36	\$ 35.69
Street Sweeper Operator	\$ 25.47	\$ 25.91	\$ 26.68	\$ 27.92
Dump Truck Operator	\$ 28.48	\$ 29.16	\$ 29.88	\$ 30.75
SSG Support	\$ 24.31	\$ 25.07	\$ 25.94	\$ 27.14

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.

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:

Thousand Palms

1st shift 6:00 am to 2:30 pm
 2nd shift 2:00 pm to 10:30 pm
 3rd shift 10:00 pm to 6:30 am

Indio

1st shift 5:00 am to 1:30 pm
 2nd shift 1:00 pm to 9:30 pm
 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.

At least four (4) weeks before the start of a scheduled vacation, SunLine will notify, in writing, any employee who is expected to lack sufficient accruals to cover their scheduled vacation time, informing them that their scheduled vacation will be canceled.

Employees with insufficient vacation accruals will be allowed to use their available vacation leave in full-shift increments for the days of their scheduled vacation, so long as the employee notifies their manager no less than two (2) weeks prior to the scheduled vacation. Employees shall work after those full shift increments have been exhausted.

This provision will apply to maintenance supervisor classifications effective April 26, 2023.

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.

Maintenance Supervisor Classifications will no longer earn PLD 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 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. Vacations must be taken in increments of calendar weeks for Sunday to and including Saturday all-inclusive of days off. If an Operator is on vacation, the Operator shall not be expected to perform any voluntary call back (VCB) work.

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.

Effective in December 2025 and each December thereafter, employees who wish to have SunLine buy back VTO hours in the next calendar year, shall make an irrevocable election and submit it to SunLine, in writing no later than December 31, as to the number of hours they will accrue the next calendar year that they elect for buy back. Any cash-out of VTO shall not cause the employee’s total amount of accumulated VTO leave bank to fall below an eighty (80) hour minimum balance. SunLine shall make a form available to employees to make the irrevocable election no later than December 15 of each year.

Employees who do not submit an irrevocable election form by December 31 will be deemed as foregoing participation in the optional annual VTO cash-out program for that following calendar year.

The payments shall be made via a separate check during the first or second payroll in June of the following calendar year and shall be paid at the employee’s base rate of pay at the time of the cash out.

In the event an employee has less hours in their VTO bank eligible for cash out at the time the cash-out is to be paid than they had previously elected to cash out, then the employee shall only be paid up to the eligible amount remaining in their VTO bank at the time of their actual cash out that would still maintain the eighty (80) hour minimum balance.

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 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.)

Beginning in December 2025 and each December thereafter, employees who wish to have SunLine buy back sick leave hours in the next calendar year, shall make an irrevocable election and submit it to SunLine, in writing no later than December 31, as to the number of sick hours they will accrue the next calendar year that they elect for buy back. Any cash-out of sick leave shall not cause the employee's total amount of accumulated sick leave in their sick leave bank to fall below a forty (40) hour minimum balance. SunLine shall make a form available to employees to make the irrevocable election no later than December 15 of each year.

Employees who do not submit an irrevocable election form by December 31 will be deemed as foregoing participation in the sick leave cash-out program for that following calendar year.

The sick leave hours cashed out will be paid to the employee in April of the year following the election, on a separate check, at the employee's base rate of pay at the time of the cash out.

In the event an employee has less hours in their sick leave bank eligible for cash out at the time the cash-out is to be paid than they had previously elected to cash out, then the employee shall only be paid up to the eligible amount remaining in their sick leave bank at the time of their actual cash out that would still maintain the forty (40) hour minimum balance.

Maintenance Supervisor classifications will begin earning sick time effective April 26, 2023.

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
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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 and Union further agree that they have met and conferred and reached agreement regarding a Third Amendment to the STA Restated Retirement Income Plan for Bargaining Unit Personnel Trust Agreement to comply with the requirements of PEPRA.

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 contribution for said insurance shall be limited as follows:

January 1, 2025 to December 31, 2025:

Employee Only: \$833.87
Employee +1: \$1,667.74
Employee + Family: \$2,168.06

January 1, 2026, to December 31, 2026

Employee Only: \$875.56
Employee +1: \$1,751.13
Employee + Family: \$2,276.46

January 1, 2027, to December 31, 2027

Employee Only: \$919.34
Employee +1: \$1,838.68
Employee + Family: \$2,390.29

January 1, 2028, to December 31, 2028

Employee Only: \$965.31
Employee +1: \$1,930.62
Employee + Family: \$2,509.80

During the term of this Agreement, it is the intent of the parties that these fixed dollar contributions set forth above equal ninety-percent (90%) of the Kaiser HMO cost. Should the fixed dollar amount fall below the 90% of the average HMO premium cost, the parties will meet and confer to amend the flat dollar employer contributions

to be equal to the flat dollar amount that equates to the 90% employer contribution of the HMO average premium cost.

The average premium cost is the average of the premium cost of the HMOs offered by CalPERS. The following plans are the currently offered HMO plans by CalPERS: Anthem Blue Cross Select, Anthem Blue Cross Traditional, Blue Shield Access+, Blue Shield Trio, Kaiser Permanente, United Healthcare Alliance, and United Healthcare Harmony.

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).

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. Any employee with outside employment that requires maintaining a record of duty per 13 CCR 1213 shall provide SunLine with a copy of such record of duty upon request, on an annual basis.

**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 five 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 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. PROGRESSIVE DISCIPLINE

A. An employee may use paid sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault or stalking, they may use paid sick leave for the purposes described in California Labor Code sections 230(c) 230.1(a).

B. 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.

C. An employee who incurs an unpaid sick occurrence(s) shall be given an attendance point. Unpaid sick occurrences for discipline purposes shall be measured based on single day use. If an employee has an unpaid sick absence over the course of more than one consecutive day and that employee can provide a physician's note

excusing them from work for the period of the consecutive days' absence, then that employee shall be given a single attendance point.

If an employee calls off sick during their shift, and has no accrued sick leave, the call off shall be counted as an attendance point.

D. The progressive discipline for attendance points shall be the following:

Upon receipt of the first point within a rolling 12-month period, the employee will receive a verbal warning.

Upon receipt of the second point within a rolling 12-month period, the employee will receive a written warning.

Upon receipt of the third point within a rolling 12-month period, the employee will receive a one (1) day suspension.

Upon receipt of the fourth point within a rolling 12-month period, the employee will receive a three (3) day suspension.

Upon receipt of the fifth point within a rolling 12-month period, the employee will be subject to termination.

E. All attendance points under prior attendance policies shall be reduced to zero for all employees as of the date the SunLine Board of Directors ratifies this Agreement. ATU shall withdraw, with prejudice, all pending grievances related to the prior attendance policy. The withdrawal of pending grievances shall not result in any employee receiving any discipline.

SECTION 7. 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. If this absence is due to a reason covered by the use of sick leave and the employee has

paid sick leave available to cover the absence, the employee shall not be issued an attendance point.

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. If a cut is due to a reason covered by the use of sick leave and the employee has paid sick leave available to cover the entirety of the early leave absence, the employee shall not be issued an attendance point.

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. An employee who has obtained a pre-approved leave without pay, will not be issued an attendance point.

**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 $147 \times 13\% = 19.11$. 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.

If an operator bids for a shift that has a 9 hour rest violation, SunLine will compensate at time and a half for up to one hour worked during this violation. However, the operator will either be unpaid or must use their own vacation accruals for the remainder of the run to avoid a rest violation. 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 confer regarding implementation of an electronic bidding process. 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-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. It is the responsibility of each

Extra Board Operator to verify their assignment by calling dispatch after the mark up is complete (5:00 p.m.) on the evening before their workday.

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 until the original operator returns. If the original operator returns before the end of the work week, the extra board operator will re-enter the extra board if their scheduled days off are not affected. If the operator on the hold-down has already taken their scheduled days off, the operator will mirror the sign on time of the hold down work for the remainder of the work week.. Open runs of less than five (5) days within a work week will be assigned to the normal extra board rotation. If an extra board operator selects a hold down shift that has a 9 hour rest violation, SunLine will compensate at time and a half up to one hour worked during the violation. However, the operator will be either unpaid or must use their own vacation accruals for the entirety or remainder of the run, at the employee's option, to avoid a rest violation in order to qualify for the hold-down.

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. Small pieces of work, which are runs that are below six (6) hours, may be assigned to the extra board daily to ensure no disruptions in service and that all shifts are covered.

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

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. The VCB period will be one (1) month plus or minus seven (7) days as defined by SunLine. The VCB forms will be maintained in dispatch.

b) 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. VCB assignments shall be made in seniority order, with the highest seniority receiving the first assignment of the day, regardless of the length of the run.

c) Fixed Route VCB:

1. Assignments available prior to 6:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 6:00 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 6:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the

earliest run. 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.

Assignments available after 6:00 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. 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 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.

Coverage of open runs will be in the following order:

Fixed Route

1. Extra Board
2. Part Time Extra Board (not Max hours)
3. VCB (Full Time Operators)
4. VCB (Part Time Operators)
5. Seniority Order – Full Time
6. Part Time – MAX HRS – Regular Seniority Rotation
7. Part Time – MAX HRS – (day off) Seniority Rotation
8. 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 earliest run. 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 oncall 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. 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 and it remains open, it will then be offered to the 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. Part Time Fixed Route Operators (with training) (but not Maxed)
5. Full Time Fixed Route Operators (with training)
6. Part Time MAX HRS – regular day seniority rotation
7. Part Time MAX HRS – days off – seniority rotation
8. Seniority Order (Day Off) – Full Time
9. Seniority Order (Day Off) – Part Time
10. Extra Board
11. Supervision

SunDial VCB assignments shall be offered to Paratransit Operators before being offered to Fixed Route Operators.

f) Controllers 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, 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 4:00 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.

j) If any operator is on a scheduled vacation time off and they have signed up for VCB, they must cancel their vacation for any day(s) they wish to be available for work. If the operator does not cancel vacation day(s), they will be ineligible for VCB work.

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/DISPATCHEERS.

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. 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 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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.

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 non-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 Paint 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, 2025, the annual allowance shall be \$1,100. Effective July 1, 2026, the annual allowance shall increase to \$1,200. Effective July 1, 2027, the annual allowance shall increase to \$1,300. 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 May 28, 2025.

SUNLINE TRANSIT AGENCY

AMALGAMATED TRANSIT UNION LOCAL 1277

By: _____
Mona Babauta
CEO/General Manager

By: _____
Jeff Shaffer
ATU President

By: _____
Tamara Miles
Chief of Human Relations

By: _____
Catherine J. Groves
Hanson Bridgett LLP

SunRide Side Letter

SunLine Transit Agency ("SunLine") and the Amalgamated Transit Union, Local 1277 ("ATU") acknowledge that SunLine has run a rideshare feeder pilot program during the term of the 2022 to 2025 MOU. In a previous Side Letter, SunLine and ATU agreed that if SunLine elected to provide this service inhouse, that this work would be work to be performed by ATU-represented employees.

SunLine has elected to not provide this service inhouse and that the rideshare feeder program ("SunRide") will continue, subject to the following conditions:

- (1) No ATU-represented employee shall be laid off or have their hours of work reduced due to the rideshare feeder program.
- (2) No work performed by the rideshare feeder program shall displace any of the work currently performed by ATU-represented employees.
- (3) SunRide shall not provide curb to curb service. SunRide vehicles pick up customers within walking distance of their specified location, and drop them off at a bus stop or point of interest within their designated zone.
- (4) SunRide service shall operate in up to eight (8) zones of operation. SunRide passenger trips shall not cross zones.
- (5) SunRide daily service shall be capped at thirteen (13) hours a day.

IT IS SO AGREED.

DATE:



Mona Babauta, CEO
SunLine Transit Agency



Jeff Shaffer, President
Amalgamated Transit Union, Local 1277

5/2/2025

Date

5-2-25

Date

**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.


Lauren Skiver, CEO
SunLine Transit Agency

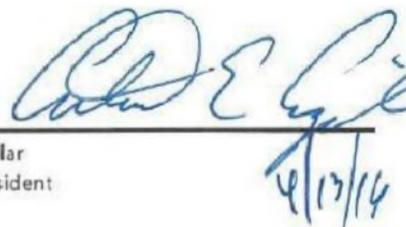

Art Aguilar, President
Amalgamated Transit Union, Local 1277
3/25/19 1:18pm



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. ATU shall work cooperatively with SunLine to communicate to the employees who are forced assigned a holiday bid under this section, before the finalization of the bid.

X  X  4/13/16

Art Aquilar
ATU President
Tommy Edwards
Chief Operating Officer

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.

SunLine Transit Agency

DATE: May 28, 2025 **ACTION**

TO: Board of Directors

FROM: Greg Wildman, Chief of Strategic Alignment

RE: Options - Vision Statement

Recommendation

Recommend that the Board of Directors (Board) select one from among the seven (7) options below for the SunLine Transit Agency vision statement.

Background

In April 2025, the proposed agency vision statement was presented to the Board for their consideration. After discussion and with several Board member's input and comments, the Board rejected the proposed vision statement and requested executive leadership revisit the issue and present at least three (3) options for it to consider at its May 2025 Board of Directors meeting.

Executive leadership has met several times since the April Board meeting to brainstorm ideas that would yield a vision statement that reflects the agency's aspirations to inform and define its future. This process was aided with a follow-up session with Teri Fischer from Insight Strategies to assist with evaluating, analyzing and refining the proposed statements and create seven (7) viable options.

Proposed Vision Statements

The process yielded the current proposed options for the Agency's vision statement:

1. SunLine advances mobility to unlock tomorrow's opportunities for today's families and communities and for generations to come.
2. SunLine drives the future of mobility where safety meets innovation while empowering communities and families for generations to come.
3. SunLine breaks the mold (optional language: or redefines the standard) by advancing mobility to meet tomorrow's opportunities for generations to come.

4. Provide safe, trusted, and innovative transportation solutions that support economic vitality, enhance community engagement, and protect the Coachella Valley environment for future generations.
5. Connecting Coachella Valley's communities with tomorrow's opportunities.
6. Shaping tomorrow with smart, sustainable public transportation today.
7. Reimagining mobility for Coachella Valley's future.

Staff now presents the final draft vision statements for the Board's review and feedback.

Financial Impact

There is no financial impact.

In Collaboration with:

Mona Babauta, CEO/General Manager
Executive Team
Supervisors and Managers

Approved/Reviewed by:

Catherine J. Groves, General Counsel

SunLine Transit Agency

DATE: May 28, 2025 **DISCUSSION**

TO: Finance/Audit Committee
Board of Directors

FROM: Luis Garcia, Chief Financial Officer

RE: Review and Discussion of SunLine Funding and the Draft FY26
Operating and Capital Budget

Background

In accordance with the SunLine Transit Agency Joint Powers Agreement, the Board of Directors must approve an annual budget. The action for approval and adoption of the annual budget is completed at the June Board meeting. In preparation for the upcoming June Board meeting, staff has provided a draft budget for the Finance/Audit Committee's discussion and review.

The proposed operating and capital budgets for the Fiscal Year (FY) 2026 are \$50,500,000 and \$36,447,800, respectively. The proposed operating budget for FY26 represents a sustainable 2.19% increase over the FY25 budget. The proposed FY26 operating budget includes cost increases related to the two (2) Memorandum of Understandings with the unions, maintaining levels of service, and supporting the new liquid hydrogen fueling station.

The capital budget incorporates key projects to help further advance the agency's capital improvement program. The capital improvement program for FY26 focuses on improving rider experience through the initiation of various plans which will help guide service and capital replacement of aging facilities and equipment. This discussion item allows the Board to either move forward with this budget for approval at the June Board meeting or hold special Finance/Audit Committee meetings during the upcoming weeks to continue discussion and allow for any modifications.

Performance Goal

Goal 3: Organizational Health & Resiliency – Optimize SunLine's fiscal and overall organizational strength to allow for growth and to better withstand unexpected challenges (e.g., COVID-19 financial impact).

Approved/Reviewed by:

Mona Babauta, CEO/General Manager
Catherine J. Groves, General Counsel

Attachment:

The Draft FY26 SunLine Transit Agency (STA) Budget will be made available to the public under separate cover on Tuesday, May 27, 2025.

SunLine Services Group

DATE: May 28, 2025 **DISCUSSION**

TO: Taxi Committee
Board of Directors

FROM: Luis Garcia, Chief Financial Officer

RE: SunLine Regulatory Administration Draft FY26 Budget

Background

In accordance with the SunLine Services Group (SSG) Joint Powers Agreement, the Board of Directors must approve an annual budget. Staff has provided a draft FY26 SSG budget for discussion in preparation for approval at the upcoming June Board meeting. By beginning the process now, the Taxi Committee will have the ability to either move forward with this budget for approval at the June Board meeting or hold special committee meetings during the upcoming weeks to continue discussion and allow for any modifications. The budget was completed utilizing the approved FY26 fee schedule approved by the Board of Directors.

Performance Goal

Goal 3: Organizational Health & Resiliency – Optimize SunLine’s fiscal and overall organizational strength to allow for growth and to better withstand unexpected challenges (e.g., COVID-19 financial impact).

In Collaboration with:

Paul Mattern, Chief Planning Officer
Jill Plaza, Taxi/Contracted Transportation Services Administrator

Approved/Reviewed by:

Mona Babauta, CEO/General Manager
Catherine J. Groves, General Counsel

Attachment:

The Draft FY26 SunLine Regulatory Administration (SRA) Budget will be made available to the public under separate cover on Tuesday, May 27, 2025.

SunLine Services Group

DATE: May 28, 2025 **INFORMATION**

TO: Taxi Committee
Board of Directors

FROM: Jill Plaza, Taxi/Contracted Transportation Services Administrator

RE: 2025 Music Festival Season Report

Background

The 2025 music festival season that featured the Coachella and Stagecoach music festivals were held this past April. This year, there were 439 trips covered by an average of 64 taxicabs. This is an increase of 28% when compared to 2024. Flywheel supported 3.4% of the total rides in its inaugural year.

There were, on average, 85 taxicabs in service for calendar year-to-date April 2025, which is up 16% compared to the same time period of 2024 (January – April). On average, there were 21 cabs in 2025 that serviced the music festival, representing 25% of the total cabs available for service.

During the 2025 music festival season, Lot 13A, the "Friends & Family and Taxi" lot served as an ideal location. However the lot was challenging as taxis continued to compete with alternate rideshare services, including transportation network companies, private car services, unpermitted vehicles, and shuttle services. There are five "lanes" to which transportation providers, including friends and families, queued in to receive rides within 13A; taxicabs were placed in the lane farthest away from the lot entry thus reducing access to potential riders.

SunLine Regulatory Administration (SRA) will encourage the taxi businesses to work with the City of Indio and event organizers, Golden Voice, during the preliminary planning stages in an effort to secure a more favorable and convenient pick-up location for facilitating increased ridership at future music festivals.

Financial Impact

There is no financial impact associated with this item.

Performance Goal

Goal 2: Highly Trusted Mobility Solutions - Strive to deliver highly accessible, convenient and trusted mobility solutions that efficiently meet the diverse needs of the Coachella Valley citizens and improve their connectivity to daily life needs.

Approved/Reviewed by:

Mona Babauta, CEO/General Manager

Paul Mattern, Chief Planning Officer

Catherine J. Groves, General Counsel

Attachment:

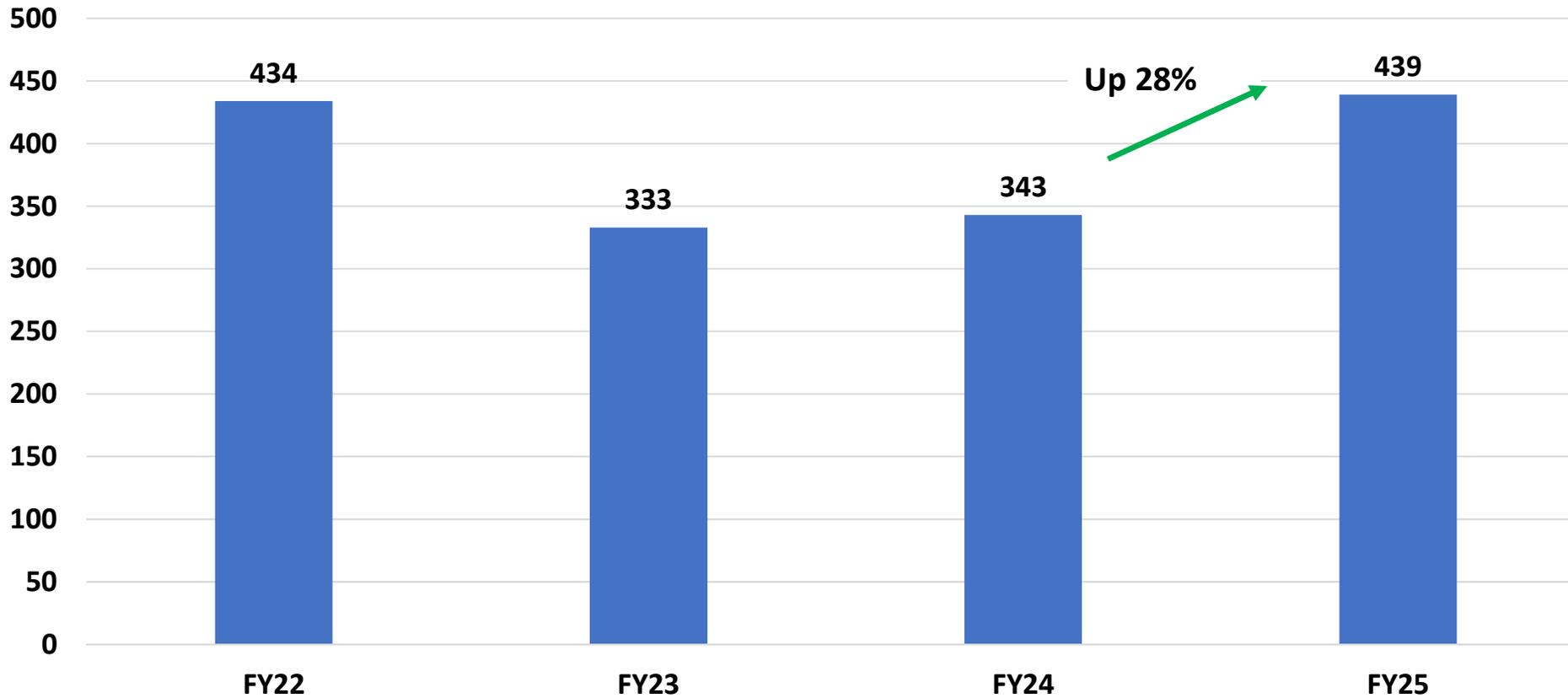
- [Item 18a](#) – 2025 Music Festival Season Report Presentation



Taxi Committee Meeting
2025 Music Festival Season Report
May 28, 2025

Total Trips Completed Comparison

Trips Comparison
Music Festivals

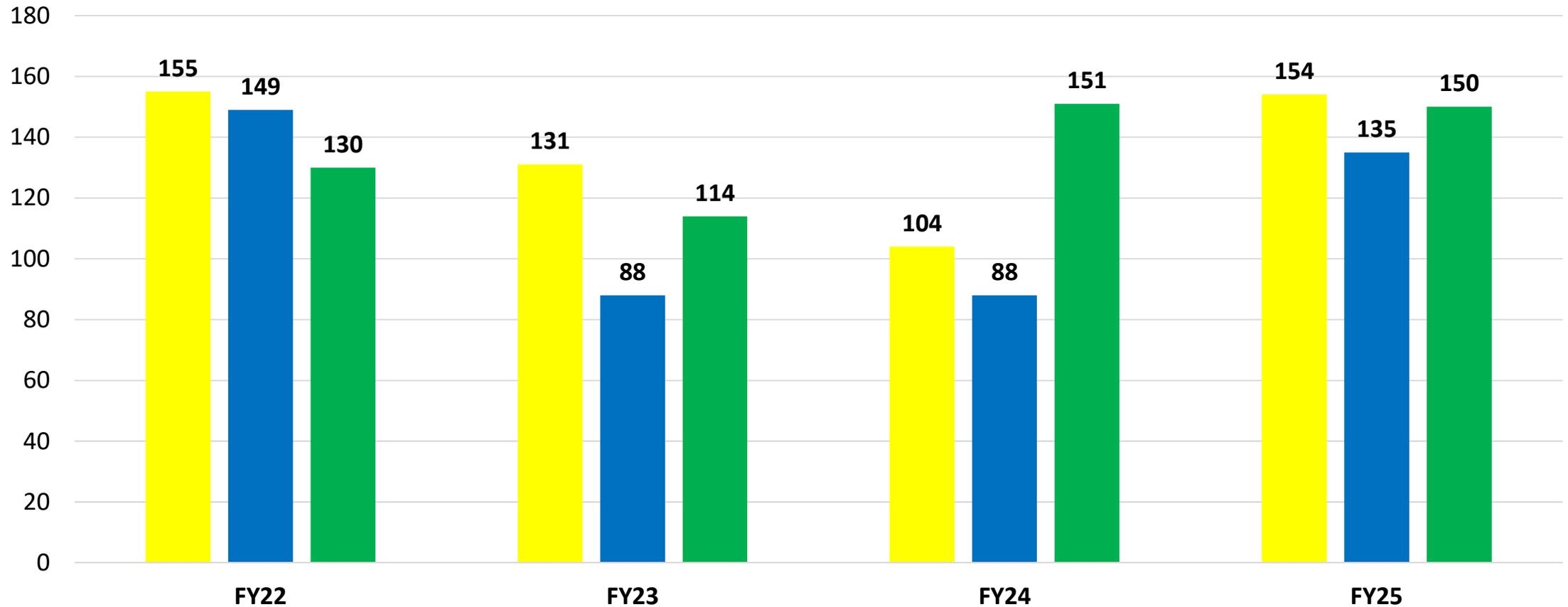


3.4% of all trips were booked using the Flywheel app

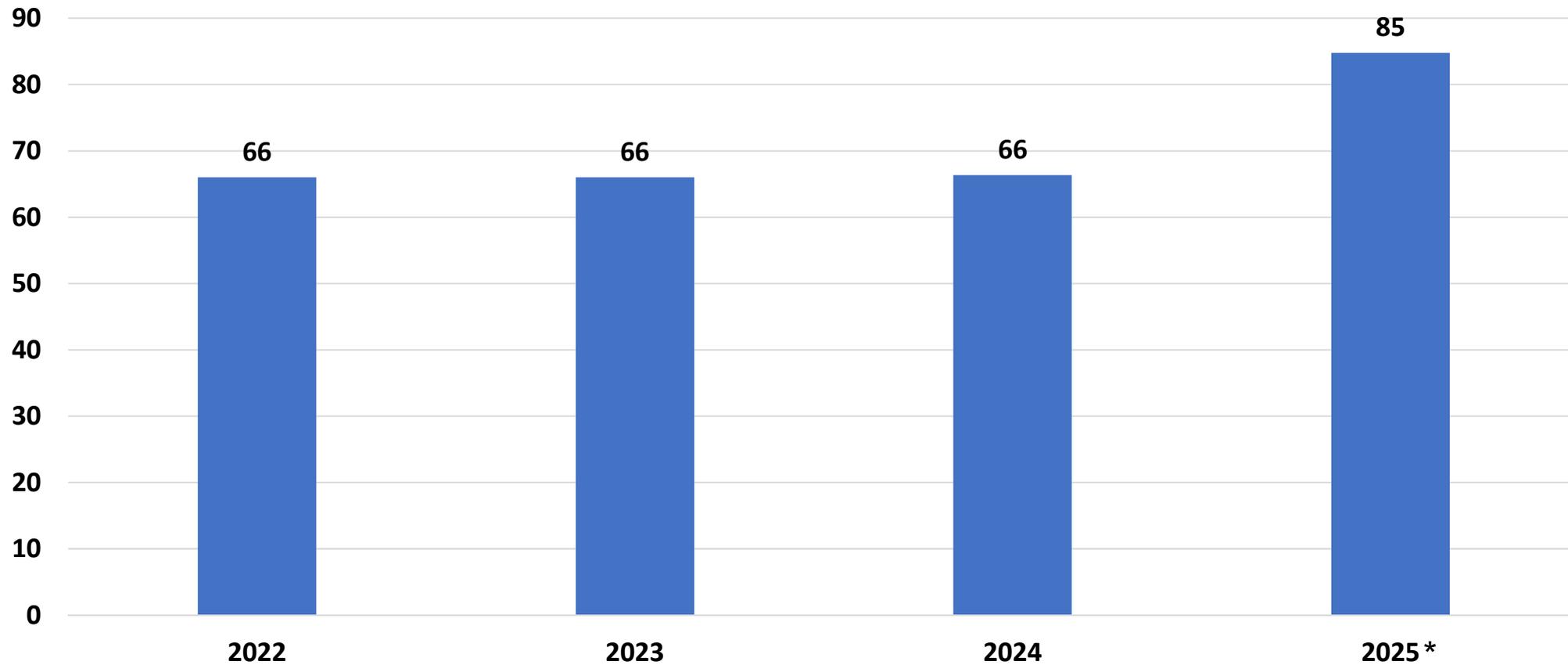
Trip Comparison by Weekend

Music Festival Taxi Trips

Coachella Weekend 1 Coachella Weekend 2 Stagecoach Weekend 3

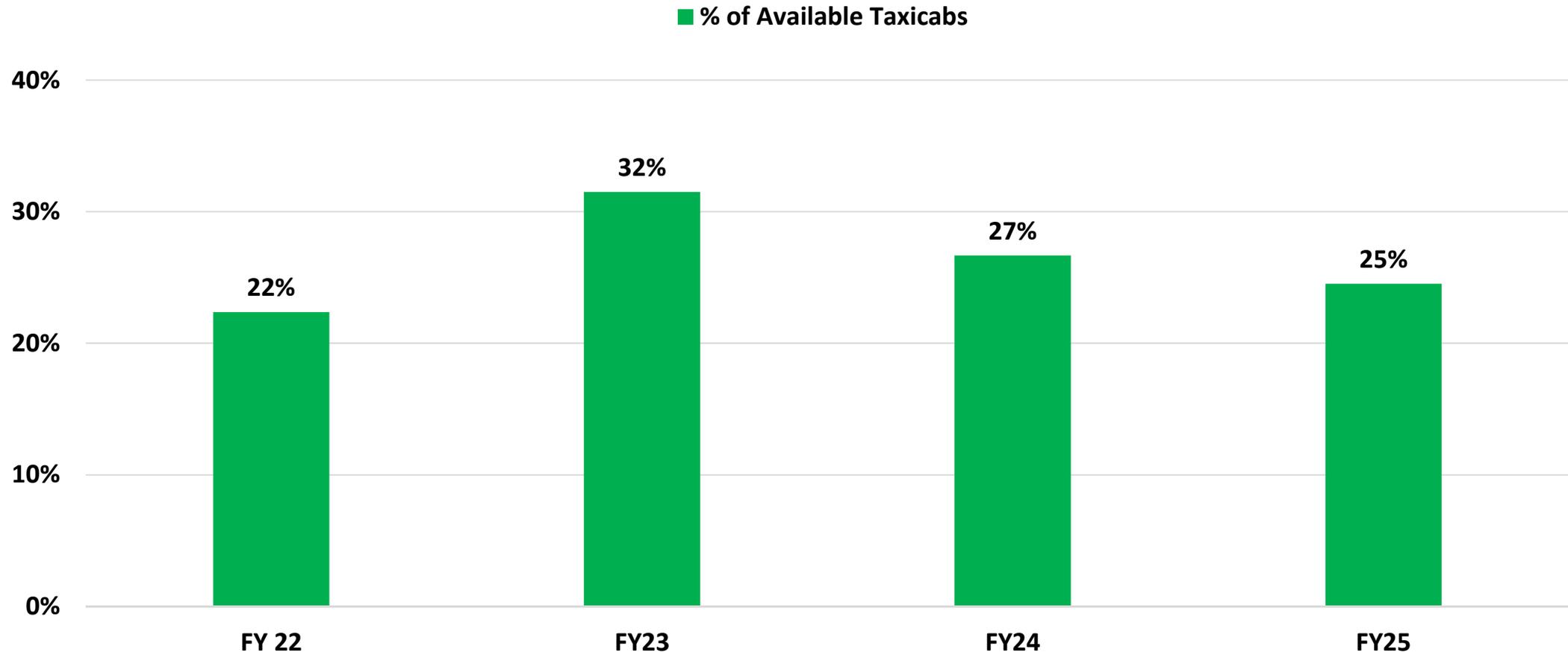


Calendar Year Comparison of the Average Number of Taxicabs Serving the Coachella Valley

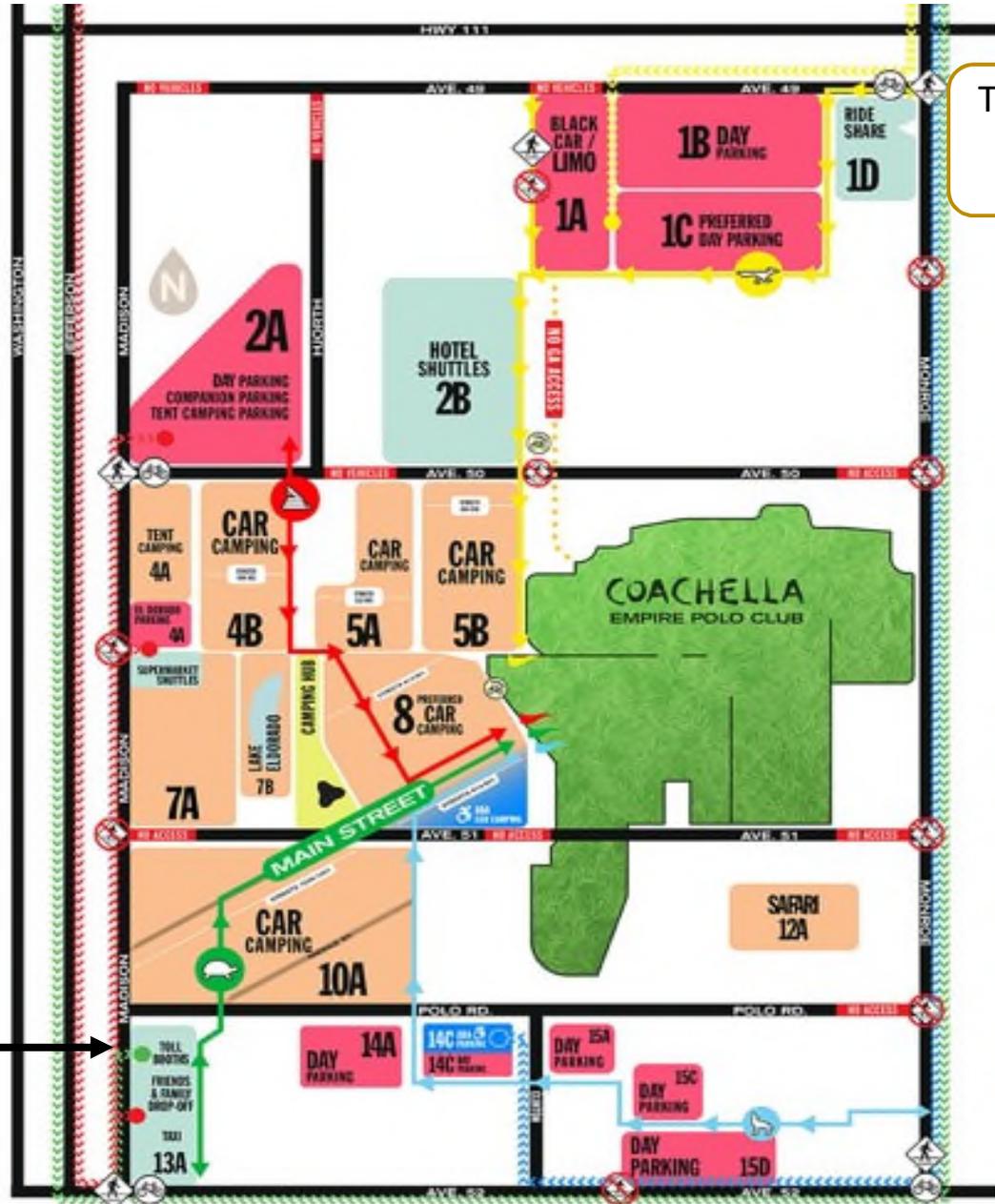


* Calendar year to date 2025 reflects data through April 2025.

Percentage of Total Available Taxicabs Servicing the Music Festivals



Taxi Lot before pandemic
49th & Monroe
(Rideshare area)



Taxi Lot after pandemic
52nd & Madison
REAR OF LOT 13A
Lot shared with Uber as well



SunLine Transit Agency

DATE: May 28, 2025 **INFORMATION**

TO: Board of Directors

FROM: Vanessa Ordorica, Clerk of the Board

RE: Upcoming Election of Officers

Background

In June of each year, the Board of Directors historically holds elections for a Chairperson and Vice Chairperson of the Board who will assume their duties on July 1 for SunLine Transit Agency (SunLine).

In accordance with the Joint Powers Agreement, the Board shall elect from among its members a Chairperson and Vice Chairperson to serve for one year terms, which expire at the end of each fiscal year on June 30. SunLine's meeting bylaws do not create an automatic advancement from Vice Chairperson to Chairperson, although it has been the Board's past practice.

Selection of Chairperson and Vice Chairperson shall be by a majority vote of the quorum in attendance. Failure to achieve a majority of affirmative votes of the quorum in attendance for each officer position shall be deemed a selection of the incumbent(s) to remain in office. Each person so selected shall serve until a successor is chosen (at any time) by affirmative votes, provided that at the first regular meeting in July of each year, the office of Chairperson and Vice Chairperson shall automatically be reconsidered by the Board.

Financial Impact

There is no financial impact.

Approved/Reviewed by:

Mona Babauta, CEO/General Manager
Catherine J. Groves, General Counsel

Attachment:

- [Item 19a](#) – History of Officers

**SunLine Transit Agency
SunLine Services Group
History of Board Officers**

YEAR	CHAIR	VICE-CHAIR
1977-1978	A. A. McCandless (Riverside Cty)	James McPherson (Palm Desert)
1978-1979	A. A. McCandless (Riverside Cty)	James McPherson (Palm Desert)
1979-1980	A. A. McCandless (Riverside Cty)	Cole Eyraud (Desert Hot Springs)
1980-1981	A. A. McCandless (Riverside Cty)	Robert Hubbard (Rancho Mirage) Michael Wolfson (Rancho Mirage)
1981-1982	A. A. McCandless (Riverside Cty)	Michael Wolfson (Rancho Mirage)
1982-1983	Julius Corsini (Desert Hot Springs) Roger Harlow (Indio)	Roger Harlow (Indio) <i>vacant 11/82 thru 6/83</i>
1983-1984	Roger Harlow (Indio)	Richard Kelly (Palm Desert)
1984-1985	Patricia Larson (Riverside Cty)	Manuel Rios (Coachella)
1985-1986	Patricia Larson (Riverside Cty)	Manuel Rios (Coachella)
1986-1987	Richard Kelly (Palm Desert)	Yolanda Coba (Coachella)
1987-1988	Richard Kelly (Palm Desert)	Cole Eyraud (Desert Hot Springs)
1988-1989	Richard Kelly (Palm Desert)	Rena Murphy (Cathedral City)
1989-1990	Rena Murphy (Cathedral City)	Yolanda Coba (Coachella) John Pena (La Quinta)
1990-1991	Jeffrey Bleaman (Rancho Mirage)	Darwin Oakley (Indio)
1991-1992	John Pena (La Quinta)	Darwin Oakley (Indio)
1992-1993	Patricia Larson (Riverside Cty)	Richard Kelly (Palm Desert)
1993-1994	Richard Kelly (Palm Desert)	Phil Bostley (Indian Wells)
1994-1995	Phil Bostley (Indian Wells)	Sarah Di Grandi (Cathedral City)
1995-1996	Phil Bostley (Indian Wells)	Sarah Di Grandi (Cathedral City)
1996-1997	Phil Bostley (Indian Wells) Sarah Di Grandi (Cathedral City)	Sarah Di Grandi (Cathedral City) Will Kleindienst (Palm Springs)
1997-1998	Sarah Di Grandi (Cathedral City)	Roy Wilson (Riverside Cty)
1998-1999	Roy Wilson (Riverside Cty)	Percy Byrd (Indian Wells)
1999-2000	Percy Byrd (Indian Wells)	Will Kleindienst (Palm Springs)
2000-2001	Percy Byrd (Indian Wells)	Will Kleindienst (Palm Springs)
2001-2002	Will Kleindienst (Palm Springs)	Percy Byrd (Indian Wells)
2002-2003	Matt Weyuker (Desert Hot Springs)	John Pena (La Quinta) <i>[thru 11/02]</i> Richard Kelly (Palm Desert) <i>[elected 1/03]</i>
2003-2004	Richard Kelly (Palm Desert)	Don Adolph (La Quinta)
2004-2005	Richard Kelly (Palm Desert)	Don Adolph (La Quinta)
2005-2006	Richard Kelly (Palm Desert) <i>[thru 3/06]</i> Don Adolph (La Quinta) <i>[4/06 - 6/06]</i>	Don Adolph (La Quinta)
2006-2007	Mike Wilson (Indio)	Don Adolph (La Quinta)
2007-2008	Mike Wilson (Indio) <i>[thru 12/08]</i>	Bud England(Cathedral City) <i>[thru 12/08]</i>
2007-2008	Bud England (Cathedral City) <i>[1/09-6/09]</i>	Steve Pougnet (Palm Springs) <i>[1/09-6/09]</i>
2009-2010	Bud England (Cathedral City)	Steve Pougnet (Palm Springs)
2010-2011	Steve Pougnet (Palm Springs)	Eduardo Garcia (Coachella)
2011-2012	Eduardo Garcia (Coachella)	Robert Spiegel (Palm Desert)
2012-2013	Robert Spiegel (Palm Desert)	Yvonne Parks (Desert Hot Springs)

2013-2014	Glenn Miller (Indio)	Greg Pettis (Cathedral City)
2014-2015	Greg Pettis (Cathedral City)	Douglas Hanson (Indian Wells) <i>[thru 10/14]</i>
		John J. Benoit (Riverside County)
2015-2016	Kristy Franklin (La Quinta)	Steven Hernandez (Coachella) <i>[7/15-6/16]</i>
2016-2017	Kristy Franklin (La Quinta) <i>[thru 12/16]</i>	Russell Betts (Desert Hot Springs) <i>[6/16-12/16]</i>
2016-2017	Russell Betts (Desert Hot Springs) <i>[1/17-6/17]</i>	Troy Strange (Indio) <i>[1/17-6/17]</i>
2017-2018	Russell Betts (Desert Hot Springs)	Troy Strange (Indio)
2018-2019	Troy Strange (Indio) <i>[thru 12/18]</i>	Kathleen Kelly (Palm Desert)
2018-2019	Kathleen Kelly (Palm Desert) <i>[1/19-6/19]</i>	Robert Radi (La Quinta) <i>[1/19-6/19]</i>
2019-2020	Kathleen Kelly (Palm Desert)	Robert Radi (La Quinta)
2020-2021	Robert Radi (La Quinta)	Glenn Miller (Indio)
2021-2022	Glenn Miller (Indio)	Lisa Middleton (Palm Springs)
2022-2023	Glenn Miller (Indio)	Lisa Middleton (Palm Springs)
2023-2024	Lisa Middleton (Palm Springs)	Denise Delgado (Coachella)
2024-2025	Nancy Ross (Cathedral City)	Lynn Malotto (Rancho Mirage)

SunLine Transit Agency

DATE: May 28, 2025 **INFORMATION**

TO: Board of Directors

FROM: Edith Hernandez, Director of Board and Legislative Affairs

RE: Legislative Update for May 2025

Background

This month's state legislative update provides an overview of significant activity in the 2025-2026 California Legislative Session. Over 2,300 bills have been introduced, and many are advancing through policy and fiscal committees ahead of the May 24 deadline for fiscal bills to be heard. Among SunLine's priority bills is SB 419 (Caballero), which would extend the sales and use tax exemption for hydrogen fuel—a measure that supports the continued expansion of SunLine's hydrogen program. SunLine also supports SB 752 (Richardson), which extends the sales tax exemption on zero-emission bus purchases, and AB 35 (Alvarez), which streamlines CEQA review for hydrogen projects. In addition, AB 394 (Wilson) proposes the creation of a Transit Safety and Workforce Wellbeing Board, while SB 71 (Wiener) seeks CEQA streamlining for transit corridors. These measures align with SunLine's goals to reduce regulatory barriers, enhance safety, and advance zero-emission technology.

SunLine will continue to monitor the progress of these bills and provide updates as they move through the Legislature.

State

On May 14, Governor Newsom released the May Revise, which addresses a projected \$12 billion budget deficit. The proposal includes significant reductions to previously allocated transit funding, including a \$1 billion cut to the Transit and Intercity Rail Capital Program (TIRCP). However, the administration has emphasized its commitment to reauthorizing and reforming the Cap-and-Trade program—now rebranded as Cap-and-Invest—which is a major source of revenue for transportation sustainability programs. Additionally, the California Air Resources Board (CARB) welcomed a new member, Clifford Rechtschaffen, who brings a strong climate and environmental justice background. The state's Transit Transformation Task Force also continues its work, with draft recommendations expected by July. SunLine will continue monitoring these developments closely and advocating for policies that support service delivery, zero-emission technology, and funding stability.

SunLine, with the assistance of SYASL, is actively monitoring several bills of interest:

- **SB 79 (Wiener):** Requires residential developments within one-half or one-quarter mile of a transit stop to be an allowed use and eligible for streamlined, ministerial approval. Also provides CEQA exemptions for residential, commercial, and mixed-use projects on transit agency-owned land, and for certain rail facilities used exclusively by zero-emission or electric trains.
- **AB 339 (Ortega):** Requires public agencies to give 120 days' notice to employee organizations before issuing or renewing contracts that affect represented job classifications.
- **AB 1250 (Papan):** Prevents transit operators from requiring recertification for paratransit eligibility if the person's condition is unlikely to improve.
- **AB 778 (Chen):** Requires local agencies to publicly post information online about construction contract payments over \$25,000 within 10 days of payment, aligning with state-level transparency requirements.

For a comprehensive overview of all bills under SunLine's review, please refer to the attached document.

Federal

Recent developments in Washington indicate a shift in national transportation funding priorities, with a significant portion of federal resources being redirected toward defense and border security. This realignment poses challenges for discretionary transit programs funded through the Infrastructure Investment and Jobs Act (IIJA), which now face potential cuts or rescissions. Concurrently, federal agencies are accelerating project review processes, prompting concerns about reduced environmental oversight and regulatory enforcement that could impact transit infrastructure projects.

Looking ahead, the FY 2025 appropriations cycle and the upcoming surface transportation reauthorization, expected to succeed the IIJA in 2026, will be critical for shaping future transit funding. SunLine will maintain close monitoring of federal grant opportunities to ensure continued alignment with evolving priorities and sustain its progress in zero-emission fleet and infrastructure development.

Attachment:

- [Item 20a](#) – Shaw Yoder Antwih Schmelzer & Lange State Legislative Update – May 2025



1415 L Street
Suite 1000
Sacramento
CA, 95814
916-446-4656

May 16, 2025

TO: Board of Directors
SunLine Transit Agency

FM: Matt Robinson, Michael Pimentel & Brendan Repicky
Shaw Yoder Antwih Schmelzer & Lange

RE: **STATE LEGISLATIVE UPDATE – May 2025**

General Update

As has been highlighted in previous reports, state legislators introduced approximately 2,350 bills in the first year of the 2025-2026 Legislative Session. Throughout the spring, bills have been heard in legislative policy committees. Most bills that pass policy committees were referred to the appropriations committees. Bills determined to have a modest fiscal impact on the state are referred to the appropriations committees' suspense files. The deadline for the fiscal committees to move bills to the floor of each house is May 23; thus, we expect the appropriations committees' suspense file hearings to be held on May 23. Bills that advance to the Assembly or Senate Floor have until June 6 to pass (House of Origin Deadline). For information about key legislative and budget deadlines, please see the 2025 Legislative Calendar available [here](#).

Governor Releases May Revise

Governor Newsom released his "May Revise" on May 14. The May Revise serves as the Governor's mid-year update to his Proposed Fiscal Year 2025-26 budget, which was released on January 10. You may recall that the Governor's proposed budget in January presented a balanced budget with a modest surplus of \$363 million. However, since then, the state has experienced a series of significant events, resulting in a notably worsened fiscal outlook. The May Revise now projects an estimated state budget deficit of \$12 *billion* for FY 2025-26. To address this shortfall, the Governor has proposed a variety of spending reductions, delays, fund shifts, and withdrawals from the State's rainy-day fund.

In a break from the January budget, the May Revise would reduce the planned investment in the Transit Intercity Rail and Capital Program (TIRCP) for Fiscal Year 2025-26, as established by the Budget Act of 2023 (AB 102 / SB 125), from \$1 billion to \$812 million. This proposed funding reduction reflects broader proposed changes to the Cap-and-Trade program described below, which will be subject to negotiation between the Governor's Administration and Legislature as part of Cap-and-Trade reauthorization. Said differently, there remains a possibility that this proposed funding reduction will not materialize.

The May Revise does not include \$2 billion in new money for transit as proposed by Senator Jesse Arreguin of Berkeley and Assemblymember Mark Gonzalez of Los Angeles, and supported by a broad coalition of stakeholders, including the California Transit Association. This is not surprising given this proposal is a *legislative* priority. It will continue to be discussed as part of final budget negotiations between the Governor and the Legislature. As a reminder, the Legislature has until June 15 to send a balanced budget to the Governor.

Below is a table showing how the State Transit Assistance program is expected to finish FY 2024-25, while also looking ahead to FY 2025-26.

REVENUE ESTIMATES FOR FY 2025-26 @ MAY REVISE (MAY 14)			
FUNDING SOURCE	FY 2024-25 (MR)	FY 2025-26 (GB)	FY 2025-26 (MR)
STA			
Base Rate (2.375%)	\$262,800	\$262,472	\$264,049
Incremental Rate (1.75%)	\$178,183	\$177,657	\$179,104
SB 1 Rate (3.5%)	\$356,366	\$355,314	\$358,208
STA SOGR (30% of TIF)	\$135,913	\$137,953	\$137,953
Total	\$933,262	\$933,396	\$939,314
Intercity & Commuter Rail			
Base Rate (2.375%)*	\$262,800	\$262,472	\$264,049
SB 1 Rate (0.5%)	\$50,909	\$50,759	\$51,173
Total	\$313,709	\$313,231	\$315,222
TIRCP			
Cap & Trade (10% of GGRF)**	\$376,000	\$374,000	\$0
SB 1 (70% of TIF)	\$317,130	\$321,890	\$321,890
Total	\$693,130	\$695,890	\$321,890
LCTOP			
Cap & Trade (5% of GGRF)**	\$188,000	\$187,000	\$0
LTF			
Local Sales and Use Tax (.25%)	\$2,462,563	\$2,425,270	\$2,425,270
<i>*Funds used for additional Caltrans purposes</i>			
<i>**Amounts in FY 2025-26 (MR) reflect Governor's proposal to zero-out the GGRF program</i>			

Governor Lays Groundwork for Cap-and-Trade Re-Authorization

One of the biggest proposals announced by the Governor in the May Revise is his desire to extend California’s Cap-and-Trade program, renamed the *Cap-and-Invest* program by Governor Newsom. This program provides billions of dollars annually to the Greenhouse Gas Reduction Fund (GGRF) and funds a variety of transit programs (TIRCP, LCTOP, ZETCP). While the Governor is asking the Legislature to extend the program to 2045 to provide greater market certainty and align with California’s existing 2045 carbon-neutrality goal, it is our understanding it is his desire to eliminate all current GGRF expenditures and programs starting in FY 2025-26 and work with the Legislature to rebuild the GGRF expenditure program from the ground up.

As part of his opening salvo, the Governor is proposing to shift \$1.5 billion from the General Fund to the GGRF on an ongoing basis to support CAL FIRE, while also guaranteeing the high-speed rail project \$1 billion annually from the GGRF (in lieu of a percentage).

Said differently, this “plan” would eliminate future continuous appropriations to the Low Carbon Transit Operations Program (LCTOP) and the Transit Intercity Rail and Capital Program (TIRCP), as well as eliminate \$188 million in FY 2025-26 funding for the formula-based TIRCP (as described above) and \$700 million in out-year funding for the Zero-Emission Transit Capital Program (ZETCP) committed in FYs 2026-27 through 2027-28. In public forums, the Administration has stated its intent to continue to fund

transit, but to be clear, these programs, or any alternative transit funding program(s) from the GGRF, would be subject to budget negotiations.

Governor Newsom Appoints New CARB Member

On April 25, Governor Newsom announced the appointment of Riverside Mayor Patricia Lock Dawson to the California Air Resources Board (CARB). Dawson will serve as the board's member from the South Coast Air Quality Management District, replacing attorney Gideon Kracov, who stepped down from CARB and SCAQMD earlier this month. Dawson was picked by cities in Riverside County to represent their region on SCAQMD in March 2023. She previously ran a consulting firm and was a wildlife biologist at the Bureau of Land Management.

CalSTA Holds Tenth Transit Transformation Task Force Meeting

The California State Transportation Agency's Transit Transformation Task Force met for its tenth time in San Francisco on April 25. The meeting included a new discussion on the process and timeline for completing the Task Force's report to the Legislature by October 30, 2025, and afforded Task Force members the opportunity to review the draft staff reports on recommendations for Transportation Development Act reform, new transit funding, and improving transit capital construction costs and timelines.

As we have highlighted for you in our last few reports, the California Transit Association (the trade organization to which SunLine belongs) continues to lead engagement in the Task Force discussions on behalf of California transit agencies. To inform the positions it takes at Task Force meetings, the Association continues to engage its membership on the challenges / barriers they face in delivering improvements to transit service and has convened an internal Transit Transformation Advisory Committee to develop policy recommendations (for breaking past these challenges) for submittal to the Task Force. The next Task Force meeting will take place on June 10 in Los Angeles.

Bills with Positions

SB 71 (Wiener) CEQA Exemptions for Transit Projects – SUPPORT

Co-Sponsored by the California Transit Association, this bill would extend indefinitely the current January 1, 2030 sunset date established by SB 922 (Wiener, 2022) for statutorily authorized CEQA exemptions for transit and transportation projects, add additional project-types to the list of exemptions (ferry terminals, transit operational analysis, bus stops, bus shelters), and make substantive procedural changes surrounding board actions (i.e. board process for establishing a project's cost estimate).

SB 419 (Caballero) Hydrogen Fuel Sales Tax Exemption – SUPPORT

This bill would implement a Sales and Use Tax exemption for the sale and consumption of hydrogen.

SB 752 (Richardson) Zero-Emission Bus Sales Tax Exemption Extension – SUPPORT

This bill would extend from January 1, 2026, to January 1, 2028, the partial sales and use tax exemption for zero-emission buses (ZEBs) first established in 2019 and subsequently renewed in 2022.

AB 35 (Alvarez) CEQA Review for Clean Hydrogen Transportation Projects – SUPPORT

This bill would require applications for a discretionary permit or authorization for a clean hydrogen transportation project to be reviewed through a clean hydrogen environmental assessment. The bill

would also require the lead agency to determine whether the assessment is approved and, if it is approved, issue the discretionary permit or authorization no later than 270 days after the completion of the project application. ***This is now a 2-year bill.***

AB 394 (Wilson) Transit Safety – SUPPORT

Co-Sponsored by the California Transit Association, this bill would enhance the safety and security of California’s public transportation systems by strengthening protections for transit operators, employees, and passengers. The bill accomplishes this goal by expanding existing law (Penal Code Section 243.3) to protect all transit employees against battery. Further, AB 394 would empower agencies to seek a court-issued temporary restraining order against a perpetrator for a violation of Penal Code Section 243.3, and specifies that the restraining order may apply across the entirety of the transit system where the offense occurred. The Amalgamated Transit Union and the Teamsters are co-sponsors of this bill.

Bills with Recommended Action

AB 476 (M. González) Metal Theft – RECOMMEND SUPPORT

Co-sponsored by the City of San Jose, this bill seeks to combat the theft of copper wire – an increasing problem affecting infrastructure, construction, and transit projects. The bill would require junk dealers and recyclers to collect more detailed transaction records and provide access to these records to law enforcement. The bill also requires that people selling copper obtain a state license and increases the fine for junk dealers or recyclers who fail to follow the law.

AB 810 (Irwin) Internet Website Requirements – RECOMMEND OPPOSE

This bill would expand on existing law to require special districts, joint powers authorities, or other political subdivisions to maintain an internet website with a “.gov” or “.ca.gov” domain. Special districts, joint powers authorities, or other political subdivisions would have until January 1, 2031 to comply with this requirement. While these domains themselves are free, the associated downstream costs for local agencies and districts are very concerning. These include added costs to migrate to the new domain and corresponding email addresses, implementing network login changes, multi-factor authentication, encryption, website redesign, and updating public materials, social media, and more. This would result in significant costs and staff time, for arguably marginal benefits.

Bills of Interest

SB 79 (Wiener) Transit Oriented Development

This bill would require that a residential development proposed within one-half or one-quarter mile of a transit-oriented development stop be an allowed use on any site zoned for residential, mixed, commercial, or light industrial development. A transit-oriented development stop is defined as a site with an existing rail or bus rapid transit station, a ferry terminal, or the intersection of two or more high frequency bus stops. SB 79 also requires that the development be eligible for streamlined, ministerial approval.

In addition, SB 79 exempts residential, commercial, and mixed-use projects on land owned by a public transit agency from CEQA. The bill further exempts from CEQA projects for rail facilities, including the construction or rehabilitation of stations and facilities which will be exclusively used by zero-emission or electric trains. If a project done pursuant to this exemption requires the construction of off-site storage

and maintenance facilities distinct from the principal project site, the project would be separate and not exempt.

AB 339 (Ortega) Local Public Employee Organizations: Notice Requirements

This bill would require the governing body of a public agency, board, or commission to provide written notice to an employee organization no less than 120 days prior to issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization.

AB 778 (Chen) Internet Website Posting

This bill would require local agencies, within 10 days of making a construction contract payment, to post on its website information about the project, including the name of the company paid, the date it was paid, the amount of the payment, and other identifying information. Construction contracts valued below \$25,000 would be exempt. This mirrors the existing requirements of state agencies. ***This is now a 2-year bill.***

AB 1070 (Ward) Transit District Governing Boards – WATCH

This bill would prohibit a transit district from compensating a member of the governing board unless the member demonstrates personal use of the transit system for at least one hour or for four trips per month. The bill would also require the governing board of a transit district to include 2 nonvoting members and 4 alternate nonvoting members. These members would be required to include users of the service, and representatives of the labor organization representing transit employees. ***This is now a 2-year bill.***

AB 1250 (Papan) Paratransit Operators: Recertification of Eligibility

This bill was amended on April 10 to prohibit transit operators from requiring a person who receives, or is eligible to receive, paratransit services based on a disability or medical condition, and whose condition cannot reasonably be expected to improve, to recertify their eligibility for the services.

For a full list of bills we are tracking for SunLine, please click [here](#).

SunLine Transit Agency

DATE: May 28, 2025 **INFORMATION**

TO: Board of Directors

FROM: Mona Babauta, CEO/General Manager

RE: General Manager's Report for May 2025

Human Resources Update

Years of Service Recognition

I would like to express my gratitude to the following staff members for their dedicated years of service to the organization. Their hard work and commitment have been essential in advancing our work in serving the community.

15 Years:

- Michael Diehr (*Motor Coach Operator*)
- Elmer Alvarez (*Motor Coach Operator*)
- Asael Reyes (*Senior Training Supervisor*)

35 Years:

- Octavio Mendoza (*Mechanic*)

Thank you for your outstanding contributions and dedication throughout your time at SunLine.

Strategic Alignment Department Update

SunLine University – Supervisor/Manager Continuing Education: Root-Cause Analysis – Thousand Palms, CA (April 16, 2025)

On Wednesday, April 16, 2025, Ray Stevens, Deputy Chief of General Services, delivered a training session on root-cause analysis. The session aimed to equip attendees with practical tools and techniques to identify the origin of problems within a system and distinguish between random and systemic issues.

Several valuable insights demonstrated:

- Complex problems can feel overwhelming at first, but breaking them down using structured methods makes them more manageable.
- Through critical thinking and careful, structured analyses individuals can quantify not just physical defects, but also abstract concepts like opinions and perceptions.
- Implementing effective controls after a solution is in place is critical to sustaining long-term results.

The session was professionally recorded and is now available for review and future training via SunLine University.

Planning Update

Global Mechanics & Vehicles Computer-Aided Dispatch/Automatic Vehicle Location (GMV CAD/AVL) System Site Visit – Thousand Palms, CA

Planning staff is actively working with GMV to implement a new CAD/AVL system to replace the current system that is well past end-of-life, and one of the first steps was to conduct a site visit to assess the current state of the technology. GMV contractors are focused on reviewing back-end workflows, identifying areas to improve data accuracy, assessing integration readiness, and developing system enhancement recommendations aligned with real-time planning and operation's needs.

May 2025 Service Change

Service changes were implemented on May 4, 2025, which was part of SunLine's triannual service update cycle. (A presentation to the Board on the changes was provided in the April 2025 Board packet.) This was a collaborative effort that involved significant cross-departmental coordination between Operations, Planning, Maintenance, Safety, and Marketing, among others. This service change included timetable adjustments and modifications to service patterns. A new stop at the Transit Hub in Thousand Palms was also added to Route 4 to improve customer connectivity to the Route 10 and access to customer service at SunLine's main office. These updates reflect our commitment to rider convenience, operational efficiency, and frontline workforce support.

ACCESS Advisory Committee Meeting – Thousand Palms, CA (May 13, 2025)

The ACCESS Advisory Committee convened on Tuesday, May 13, 2025. The meeting featured updates from committee members and a review of Fixed Route and Paratransit ridership data for February and March 2025. The committee also welcomed a new member, Abdelhak Bouzroud from the Palm Springs Unified School District. During public comments, community members shared ideas and expressed interest in collaborating with SunLine on future outreach initiatives.

Community/Industry Engagement Events

Greater Coachella Valley Chamber of Commerce (GCVCC) State of the City Indian Wells – Indian Wells, CA (April 3, 2025)

Staff attended the GCVCC State of the City event in Indian Wells on Thursday, April 3, 2025, to support regional collaboration and gain insight into the City's economic development priorities. The event featured updates from Indian Wells City leadership on upcoming infrastructure projects, tourism initiatives, and community investments, offering SunLine valuable context for aligning transit planning with local goals. Staff engagement also helped strengthen relationships with elected officials and business leaders in the area.

American Public Transportation Association (APTA) Mobility Conference – Austin, TX (April 6–9, 2025)

Staff from Planning, Operations, Maintenance and Safety attended the 2025 APTA Mobility Conference held in Austin, TX from April 6 – 9, 2025. This was also the first time in several years that SunLine competed in the national Rodeo competition, which involved Motor Coach Operator, Juan Colon, competing with the best operators from agencies across the nation in safety inspection and preparatory activities, professional appearance, and most importantly, safe driving skills. In general, the conference was a national forum focused on strategic collaboration, information sharing related to best practices and new innovations, regulatory updates, and technology demonstrations, to say the least. The team returned with new insights, stronger industry connections, and deeper knowledge in their respective fields for ensuring SunLine's sustainability and service capacity.

Olive Crest Opportunity Day – Palm Desert, CA (April 8, 2025)

On Tuesday, April 8, 2025, the Human Resources (HR) team and the Hiring Committee attended the Olive Crest Opportunity Day job fair. This job fair brought together a wide range of employers from across the Coachella Valley. Olive Crest created a supportive environment by offering child care and helpful resources like resume-building and mock interviews. These services allowed attendees to fully engage with employers and explore job opportunities. Our team had valuable interactions with several strong candidates and appreciated being part of such a well-organized event.

State of the 4th District & CV Economic Update – Indio, CA (April 10, 2025)

Staff attended the 2025 State of the Fourth District & Coachella Valley Economic Update on Thursday, April 20, 2025, to engage with regional leaders and stay informed on economic developments impacting the Coachella Valley. Hosted by Riverside County Supervisor V. Manuel Perez, the event convened officials from all nine Coachella Valley cities and the City of Blythe to discuss economic growth, innovation, and equity in one of California's fastest-growing regions.

Senator Ochoa-Bogh Town Hall - Thousand Palms, CA (April 10, 2025)

SunLine offered space in SunLine's main facility in Thousand Palms on April 10th for Senator Rosalicie Ochoa-Bogh to host a Town Hall meeting, which was attended by approximately two dozen members of the local community. The Senator graciously acknowledged the good work that SunLine is doing to support mobility needs in the Coachella Valley, part of which falls in her legislative district. The 2-3 hour event gave me an opportunity to learn more about community expectations/needs, and what she is doing to represent them at the state level.

Snack Talk – Thousand Palms, CA (April 22, 2025)

On Tuesday, April 22, 2025, the Executive Team hosted *Snack Talk* with Operators, aimed to encourage casual conversations and open dialogue with staff. This informal gathering provided employees the opportunity to raise questions, share ideas, and discuss any topics of interest in a relaxed, approachable setting. To encourage engagement and create a welcoming atmosphere, a variety of snacks were available throughout the event. The conversations proved valuable in strengthening relationships between leadership and staff, enhancing communication, and promoting a culture of openness and collaboration. Overall, the event was a success, generating meaningful discussions and reinforcing team cohesion.

SunRide Travel Training – Palm Desert, CA (April 28, 2025)

On Monday, April 28, 2025, the Contracted Transportation Services team held a travel training session at the Joslyn Center in Palm Desert to educate seniors on the new SunRide app and mobility services. Attendees received hands-on support downloading and using the updated app and were provided information about the Taxi Voucher Program and SunDial Paratransit service. Feedback from participants helped identify potential service areas for future SunRide improvements. The event underscored SunLine's commitment to accessibility, community engagement, and customer satisfaction.

Bus Operator Hiring Event – Thousand Palms, CA (May 1, 2025)

On Thursday, May 1, 2025, SunLine hosted a Bus Operator Hiring Event featuring on-the-spot interviews and hiring. Two (2) interview panels met with candidates, while current bus operators supported the event by answering questions and sharing their experiences. Our Human Resources team addressed candidate inquiries, and forensic professionals conducted drug and alcohol screenings for prospective hires.

The event was a great success, with interactions with 28 individuals, 23 candidates interviewed, and job offers extended to 16 Motor Coach Operator applicants and three (3) Paratransit Operator applicants. The success of the event was made possible through the collaborative efforts of the Hiring Committee and several other departments.

Palm Desert Rotary Club Presentation – Palm Desert, CA (April 15, 2025)

On Tuesday, April 15th, SunLine staff attended a regularly scheduled meeting of the Palm Desert Rotary Club, where we were invited to give a presentation about the agency's wide range of services and ongoing innovation in clean transportation.

The presentation covered key topics including SunLine's fixed-route and paratransit services, our growing zero-emission fleet, the SunRide on-demand service, hydrogen fuel initiatives, and long-term sustainability goals. Attendees were particularly engaged in learning about our alternative fuel projects and the agency's leadership in advancing clean energy solutions in the Coachella Valley.

The Palm Desert Rotary Club was incredibly welcoming and expressed great interest in how SunLine is shaping the future of public transportation through forward-thinking, community-centered programs.

Earth and Arbor Day Festival – Palm Springs, CA (April 26, 2025)

On Saturday, April 26, 2025, SunLine's Marketing team participated in the Earth and Arbor Day festival to honor our planet and share how transit plays a key role in sustainability. The event provided a valuable opportunity to engage with nearly 50 community members. Along with highlighting our services, we had great conversations with community members about our green initiatives and ongoing efforts to reduce our environmental impact. It was a day full of sunshine, learning, and shared commitment to a cleaner, greener future!

American Bus Benchmarking Group (ABBG) Conference – Dayton, OH (April 28 – May 1, 2025)

From April 28 to May 1, 2025, Superintendent of Transportation, Marina Blackstone and Deputy Chief of Systems and Technology, Dylan Narz attended the American Bus Benchmarking Group (ABBG) Conference. ABBG is a consortium of mid-sized transit agencies committed to improving performance through data-driven benchmarking, knowledge sharing, and the adoption of best practices. The conference focused on helping agencies effectively measure key performance indicators, analyze operational trends, and promote continuous improvement using collaborative tools and strategies. Attendees also had the opportunity to network with peer agencies, strengthening relationships and fostering industry-wide collaboration.

Professional Vehicle Day – Indio, CA (May 1, 2025)

For the second year in a row, SunLine proudly participated in John F. Kennedy Elementary School's Professional Vehicle Day, an exciting part of the school's Career Day activities. Our 40-foot Fuel Cell Vehicle joined a dynamic lineup that included fire trucks, police cruisers, and mosquito control vehicles, providing an unforgettable experience for students from TK through 5th grade.

The event was a huge success, with curious young minds eagerly exploring the vehicles and asking thoughtful questions about our organization and the unique paths that led each of us to our careers. The SunLine bus stole the spotlight, thanks to Bus Operator Anthony Martinez and Supervisor Ron Garcia. Their energy and enthusiasm kept students engaged as they shared fun, practical tips on how to ride public transit, especially a local SunLine bus.

Youth Sustainability Committee Applications Open until August 1, 2025

Applications are now open for the upcoming term of the SunLine Youth Sustainability Advisory Committee – an initiative designed to engage local youth in sustainability, clean energy, and public transportation policy.

Now entering its fourth year, the program has seen strong participation and growing interest from students across the Coachella Valley. We are currently seeking motivated students ages 13 to 18, including those who are homeschooled, to take part in this unique opportunity to learn about the inner workings of public transit and local government operations.

The application window is open through August 1, 2025. We kindly ask for your support in sharing this opportunity within your networks, particularly with educators, community leaders, and families who may know students with a passion for public service and environmental stewardship. Your continued support helps inspire and shape the next generation of leaders in sustainability and transit. For more information and to apply, visit our website: [Youth Sustainability Committee | SunLine Transit Agency](#)

American Heart Association (AHA) Executive Breakfast – Palm Desert, CA (May 7, 2025)

Marketing staff and I attended the AHA Executive Breakfast on May 7th as a key partner and as the 2025 Coachella Valley Heart and Stroke Walk Host Agency. As part of the event proceedings, I spoke as the former Chair of the 2025 Coachella Valley event, and I shared the story of Motor Coach Operator, Frankie Arroz' heroic and immediate decision to perform CPR on a passenger, who was experiencing a heart attack while on his bus, and, as a result of his actions, he saved the passenger's life. SunLine also continues to partner with the AHA on providing educational classes, workshops, and materials for increasing awareness of the symptoms and leading causes of heart disease and stroke. Our agencies further engage in joint marketing campaigns given our shared mission of promoting heart healthy activities for minimizing/preventing the chances of a heart attack or stroke, such as taking public transit which requires patrons to walk or bike and be socially engaged with others at some point in their journey.

Via Executive Leadership Summit – Salt Lake City, UT (May 7-8, 2025)

The head of SunLine's Planning team, Paul Mattern, and I participated in Via's inaugural Executive Leadership Summit on May 8th along with other executive leaders at agencies across the nation engaged in the planning and delivery of microtransit services such as our local SunRide system. We were able to engage one-on-one with Via's CEO and other executive leadership on operational strategies and innovations for supporting this alternative approach to traditional public transit, which is meant to fill mobility gaps that fixed route and paratransit cannot meet efficiently or as effectively. This was also an opportunity to learn from others on how they structure, model and deliver their respective services, because depending on resources, political pressures and other local factors, some of us shape our systems differently.

NOTE: SunLine recently awarded a contract to Nomad Transportation, LLC in February 2025, which is a wholly owned subsidiary of Via Transportation, Inc. Via/Nomad is now the turnkey service provider for SunRide using independent contractors to deliver the service with gasoline powered vehicles, primarily. Zero emission vehicles may be used in the future as infrastructure becomes available.

American Public Transportation Association (APTA) Legislative Conference – Washington D.C. (May 18-20 2025)

SunLine's Chief Financial Officer (CFO), Luis Garcia, and I attended APTA's Annual Legislative Conference in Washington D.C. this month, which gave us valuable insight into the current and changing political/legislative/regulatory landscape at the federal level. Remarks from Secretary of Transportation Duffy and Acting Federal Transit Administration (FTA) Administrator, Tariq Bokhari, were particularly helpful in highlighting the Administration's focus on public and employee safety as a top priority, along with innovation, family-focused initiatives to make it easier for families to meet life needs, multiple mobility choices, and building infrastructure for promoting economic growth. Secretary Duffy shared that he has nine children, and being the good dad that he is, he does not have any favorites, and he carries that mindset to his work at the DOT where he values all the modes under his purview equally. He and Acting FTA Administrator Bokhari emphasized that they are a proponent of public transit and strongly encourages us to align our work with the Administration's top priorities as stated here, in order to ensure our long term success. We also heard remarks from policymakers such as Congressman Rick Larsen, Senator Elizabeth Warren, Senator Tina Smith, Congressman Sam Graves, and key staff on the Hill primarily around the federal budget, the development of a new surface transportation bill/reauthorization of the IIJA, the importance of building coalitions, staffing changes at the FTA, as well as the importance of staying engaged with our Washington delegation to share our ongoing needs and/or challenges.