



SunLine Transit Agency/ SunLine Services Group March 23, 2022 12:00 p.m.

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

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#### VIA VIDEOCONFERENCE

Pursuant to California Government Code section 54953(e), the Board of Directors regular meeting will be conducted remotely through Zoom. Please follow the instructions below to join the meeting remotely.

#### INSTRUCTIONS FOR ELECTRONIC PARTICIPATION

Join Zoom Meeting - from PC, Laptop or Phone

https://us02web.zoom.us/j/84486097358 Meeting ID: 844 8609 7358

Teleconference Dial In 888-475-4499 (Toll Free) Conference Number: 844 8609 7358

One tap mobile +16699009128,,84486097358#

Phone controls for participants:
The following commands can be used on your phone's dial pad while in Zoom meeting:

• \*6 - Toggle mute/unmute

• \*9 - Raise hand

For members of the public wishing to submit comment in connection with the Board Meeting: public comment requests may be submitted via email to the Clerk of the Board at clerkoftheboard@sunline.org prior to March 22, 2022 at 5:00 p.m. with your name, telephone number and subject of your public comment (agenda item or non-agenda item). Members of the public may make public comments through their telephone or Zoom connection when recognized by the Chair. Those who have submitted a request to speak by the deadline above will be recognized first, then anyone else who wishes to speak will be provided an opportunity to make public comment. If you send written comments, your comments will be made part of the official record of the proceedings and read into the record if they are received by the deadline above.

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SUNLINE TRANSIT AGENCY/ SUNLINE SERVICES GROUP BOARD OF DIRECTORS MEETING MARCH 23, 2022 ITEM

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**RECOMMENDATION** 

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours 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 the meeting at SunLine Transit Agency's Administration Building, 32505 Harry Oliver Trail, Thousand Palms, CA 92276 and on the Agency's website, www.sunline.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (760) 343-3456 if special assistance is needed to participate in a Board meeting, including accessibility and translation services. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

<u>ITEM</u> <u>RECOMMENDATION</u>

- 1. CALL TO ORDER
- 2. FLAG SALUTE
- 3. ROLL CALL
- 4. PRESENTATIONS
  - a) Haul Pass Presentation

(Staff: Yvonne Eckert, Project Manager)

(PAGE 5-15)

- 5. FINALIZATION OF AGENDA
- 6. APPROVAL OF MINUTES

**APPROVE** 

a) February 23, 2022 Joint Board Meeting

(PAGE 16-19)

7. PUBLIC COMMENTS

**RECEIVE COMMENTS** 

#### **NON AGENDA ITEMS**

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

8. BOARD MEMBER COMMENTS

RECEIVE COMMENTS

9. CONSENT CALENDAR

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

SUNLINE TRANSIT AGENCY/ SUNLINE SERVICES GROUP BOARD OF DIRECTORS MEETING MARCH 23, 2022 ITEM

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MAR ITEN	CH 23, 2022 L	RECOMMENDATION
		RECEIVE & FILE
	9a) Checks \$1,000 and Over Report for January 2022	(PAGE 20-24)
	9b) Credit Card Statement for January 2022	(PAGE 25-34)
	9c) Monthly Budget Variance Report for January 2022	(PAGE 35-39)
	9d) Contracts Signed in Excess of \$25,000 for February 2022	(PAGE 40-41)
	9e) Union & Non-Union Pension Investment Asset Summary January 2022	(PAGE 42-51)
	9f) Ridership Report for February 2022	(PAGE 52-55)
	9g) SunDial Operational Notes for February 2022	(PAGE 56-58)
	9h) Metrics for February 2022	(PAGE 59-76)
	9i) Board Member Attendance for February 2022	(PAGE 77-78)
	9j) SSG/SRA Checks \$1,000 and Over Report for January 2022	(PAGE 79-80)
	9k) SSG Monthly Budget Variance Report for January 2022	(PAGE 81-83)
	9l) Taxi Trip Data – February 2022	(PAGE 84-85)
		APPROVE
	9m) Adoption of Resolution to Continue Teleconference Meetings	(PAGE 86-91)
	9n) Review Declaration of Emergency by the Board of Directors	(PAGE 92-96)
10.	AGREEMENT WITH RESONATE & THRIVE ASSOCIATES, LLC (Russell Betts, Chair of Finance/Audit Committee;	APPROVE (PAGE 97)
	Staff: Brittney Sowell, Chief of Staff)	
11.	MOBILE HYDROGEN FUELING SYSTEM	APPROVE
	(Russell Betts, Chair of Finance/Audit Committee; Staff: Rudy Le FLore, Chief Project Consultant)	(PAGE 98-99)
12.	RESOLUTION NO. 093 SETTING TAXICAB PERMITTING FEES & INSTALLMENT PAYMENT PLAN (Charles Townsend, Chair of Taxi Committee; Staff: Michal Brock, Taxi Administrator)	APPROVE (PAGE 100-104)

SUNLINE TRANSIT AGENCY/ SUNLINE SERVICES GROUP BOARD OF DIRECTORS MEETING MARCH 23, 2022 ITEM

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#### RECOMMENDATION

#### 13. CLOSED SESSION

#### a) **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code section 54957.6
Agency designated representatives: Lauren Skiver, CEO/GM SunLine, Irma
Rodriguez Moisa, Special Legal Counsel
Employee organizations: Teamsters Local 1932 and Amalgamated Transit Union Local
1277

14. APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS (TEAMSTERS), LOCAL 1932

APPROVE (PAGE 105-140)

(Staff: Vanessa Mora, Chief Safety Officer)

- 15. GENERAL COUNSEL'S REPORT
- 16. CEO/GENERAL MANAGER'S REPORT
- 17. NEXT MEETING DATE

April 22, 2022 at 12 p.m.

18. ADJOURN



# Haul Pass

Yvonne Eckert Project Manager

March 23, 2022



## Haul Pass

## **Mission Statement**

Meet the mobility needs of young adults in the Coachella Valley by offering free unlimited local transportation

## Who Benefits from the Program

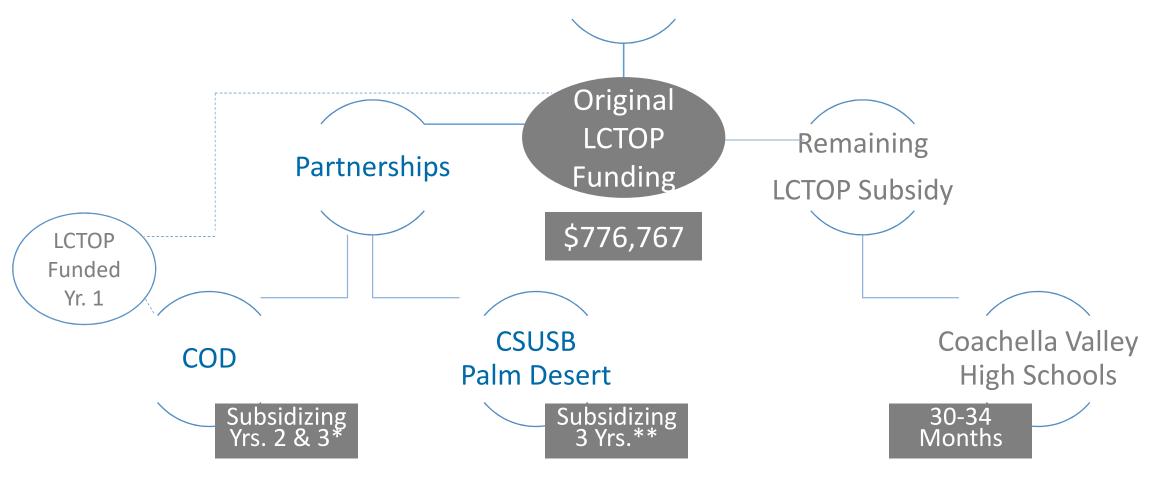
Students from Coachella Valley high schools, College of the Desert and Cal. State University San Bernardino



## **Funding Sources**







<sup>\*</sup> COD, MOU Inception Date: August 1, 2018. Due to the COVID-19 pandemic, SunLine's fares were halted from March 2020 – May 2021. Parties agreed to a one year term extension.

<sup>\*\*</sup> CSUSB, MOU Inception Date: September 1, 2019.

## Rides to Date!





# High School Haul Pass Ridership

1,743

**Active Users** 

72,623 Rides to Date!





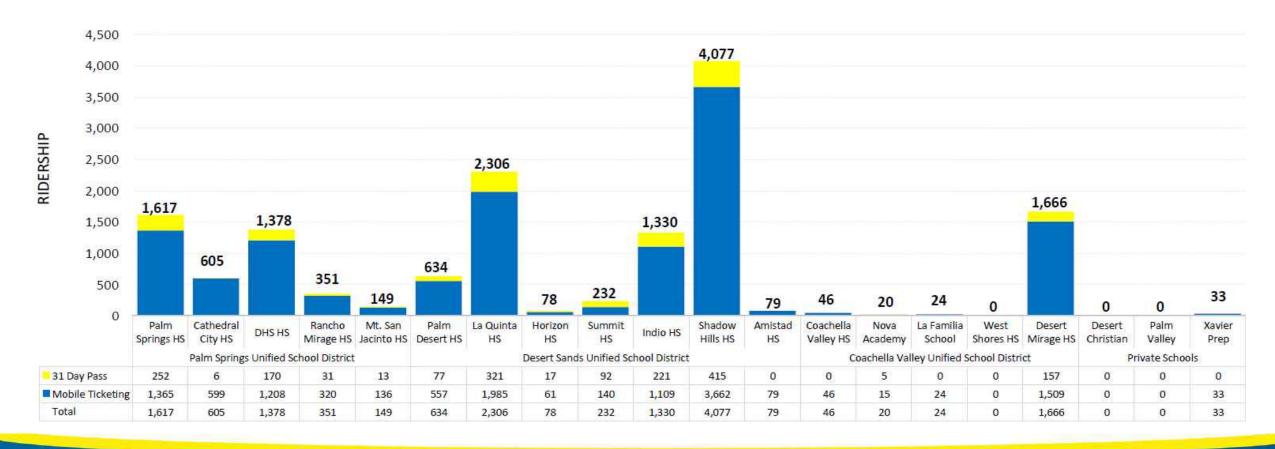


### High School Haul Pass - February 2022



■ Mobile Ticketing

31 Day Pass







## High School Haul Pass - Year to Date

Monthly Totals



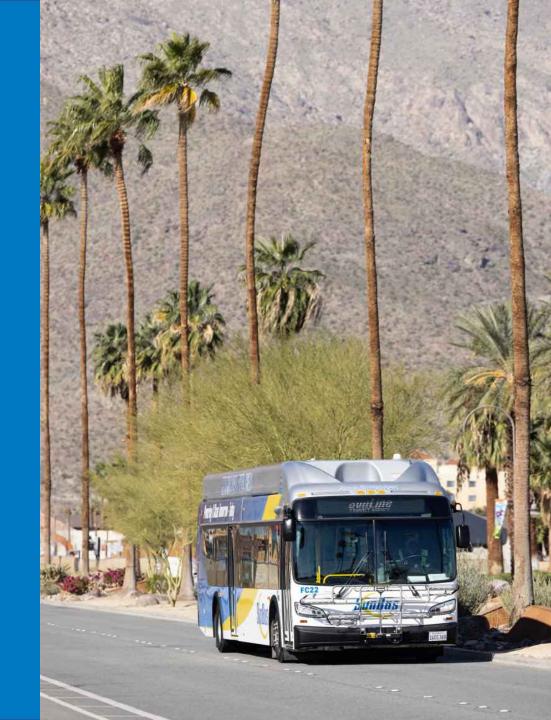




## 100% of LCTOP Funds Cover Fare Free Rides

Cost and Efforts absorbed by SunLine for the success of the program:

- Administrative Costs
- Marketing Materials
- Outreach Events
- Software Fees



## **Next Steps**

- Haul Pass SUNLINE TRANSIT AGENCY
- Work with COD & CSUSB on extending the terms of the partnerships
- 2 Search for new funding sources
- 3 Continue the Haul Pass program





# Thank you!



ITEM 6

#### **MINUTES**

#### Joint SunLine Transit Agency/SunLine Services Group Board of Directors Meeting February 23, 2022

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, February 23, 2022 via Zoom videoconference, pursuant to California Government Code section 54953(e).

#### 1. CALL TO ORDER

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

#### 2. FLAG SALUTE

General Counsel Eric Vail led the pledge of allegiance.

#### 3. ROLL CALL

#### Members Present:

Glenn Miller, Chair, SunLine Agency Board Member, City of Indio Lisa Middleton, Vice-Chair, SunLine Agency Board Member, City of Palm Springs Nancy Ross, SunLine Agency Board Member, City of Cathedral City Denise Delgado, SunLine Agency Board Member, City of Coachella Russell Betts, SunLine Agency Board Member, City of Desert Hot Springs\* Dana Reed, SunLine Agency Board Member, City of Indian Wells Robert Radi, SunLine Agency Board Member, City of La Quinta Kathleen Kelly, SunLine Agency Board Member, City of Palm Desert Charles Townsend, SunLine Agency Board Member, City of Rancho Mirage Supervisor V. Manuel Perez, SunLine Agency Board Member, County of Riverside

\*Joined the meeting after it was called to order.

#### 4. PRESENTATIONS

No separate presentations apart from the agendized items.

#### 5. FINALIZATION OF AGENDA

No changes to the agenda.

SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
FEBRUARY 23, 2022

## 6. APPROVAL OF MINUTES FOR THE JOINT STA/SSG JANUARY 26, 2022 BOARD MEETING

Board Member Townsend moved to approve the minutes of the January 26, 2022 Joint STA/SSG Board meeting. The motion was seconded by Board Member Kelly. The motion was approved by a unanimous vote of 10 yes; 0 no; 0 abstain

#### 7. PUBLIC COMMENTS

Eleven public comments were made by:

- Elmore Brown
- Eugene Wilson
- George Ornelas
- Marcus Staley
- Dave Robin
- Farhad Shatavy
- Asael Reyes
- Jatziri Espino
- Anthony Parham
- Anthony Garcia
- Raymond Calderon

And ten comments were read by Ms. Hernandez from: Mr. Ezequiel Cardenas, Mr. Artemio De La Herran, Ms. Amy Gunderloy, Ms. Evelyn Martinez, Mr. Aaron Strickland, Ms. Darlene Copple, Ms. Lisa Rosales, Mr. Ceasar Vasquez, Mr. Brandon Palomino and Ms. Yazmin Beltran.

#### 8. BOARD MEMBER COMMENTS

Board Member Comments were made by:

Supervisor Perez, County of Riverside

#### 9. CONSENT CALENDAR

Board Member Radi moved to approve the consent calendar. The motion was seconded by Board Member Middleton. The motion was approved by a unanimous vote of 10 yes; 0 no; 0 abstain

SUNLINE TRANSIT AGENCY/
SUNLINE SERVICES GROUP
BOARD OF DIRECTORS MEETING - MINUTES
FEBRUARY 23, 2022

## 10. ADOPTION OF RESOLUTION NO. 0791 – AMENDING RESOLUTION NUMBER 0778, 0785, AND 0787

Finance/Audit Committee Vice-Chair Kelly reported that this item was brought to the committee and they unanimously approved the item. SunLine Transit Agency Board Member Kelly moved to approve Adoption of Resolution No. 0791 – Amending Resolution Number 0778, 0785, and 0787. The motion was approved by a unanimous vote of 10 yes; 0 no: 0 abstain

#### 11. REVISION TO BOARD APPROVED POLICIES REGARDING TITLE CHANGES

Board Operation Committee Chair Townsend reported that due to the absence of a quorum, this item was to be brought to the Joint STA/SSG Board meeting for approval. An oral report was provided by Brittney Sowell, Chief of Staff. SunLine Transit Agency Board Member Betts moved to approve the Revision to Board Approved Policies Regarding Title Changes. The motion was seconded by Board Member Townsend. The motion was approved by a unanimous vote of 10 yes; 0 no; 0 abstain

#### 12. GENERAL COUNSEL'S REPORT

General Counsel had no updates to report.

#### 13. CEO/GENERAL MANAGER'S REPORT

CEO/General Manager, Lauren Skiver, provided a brief oral report.

#### 14. CLOSED SESSION

#### a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6

Agency designated representatives: Lauren Skiver, CEO/GM SunLine, Irma Rodriguez Moisa, Special Legal Counsel

Employee organizations: Teamsters Local 1932 and Amalgamated Transit Union Local 1277

a) There was no reportable action taken

#### 15. NEXT MEETING DATE

March 23, 2022 at 12 p.m.

# SUNLINE TRANSIT AGENCY/ SUNLINE SERVICES GROUP BOARD OF DIRECTORS MEETING - MINUTES FEBRUARY 23, 2022

#### 16. ADJOURN

The SunLine Services Group and SunLine Transit Agency meeting concurrently adjourned at 1:25 p.m.

Respectfully Submitted,

Edith Hernandez Clerk of the Board

A recording of the February 23, 2022 Board proceedings is available here.

#### **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Checks \$1,000 and Over Report January 2022

#### 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 January which required signature from the Chair or Vice Chair.

Vendor	Check #	Amount
CREATIVE BUS SALES, INC	688375	\$1 <i>5</i> 2,283.42
CREATIVE BUS SALES, INC	688374	\$1 <i>5</i> 2,283.42
CREATIVE BUS SALES, INC	688373	<i>\$152,283.42</i>

#### Recommendation:

Receive and file.

Vendor Filed As Name CALPERS	<b>Description</b> Group Health Ins Premiums	<b>Check #</b> 688527	<b>Payment Date</b> 01/28/2022	Payment Amount 378,328.09
PERMA - INSURANCE	General Liability & Workers Comp Premium	688550	01/28/2022	189,319.43
CREATIVE BUS SALES, INC,	WIP- FY2020 Replacement & Exp of Paratransit Buses	688375	01/13/2022	152,283.42
CREATIVE BUS SALES, INC,	WIP- FY2020 Replacement & Exp of Paratransit Buses	688374	01/13/2022	152,283.42
CREATIVE BUS SALES, INC,	WIP- FY2020 Replacement & Exp of Paratransit Buses	688373	01/13/2022	152,283.42
U.S. BANK INSTITUTIONAL TRUST-WESTERN	Pension Deposit	688517	01/26/2022	116,939.47
U.S. BANK INSTITUTIONAL TRUST-WESTERN	Pension Deposit	688422	01/13/2022	113,903.66
ELEMENT MARKETS RENEWABLE ENERGY, LLC	Utilities	688295	01/06/2022	81,153.08
SO CAL GAS CO.	Utilities	688417	01/13/2022	44,465.50
ROBERT HALF	Temporary Help	688411	01/13/2022	35,720.65
TEC EQUIPMENT, INC.	Inventory Repair Parts	688507	01/26/2022	33,973.52
CALIFORNIA DEPARTMENT OF TAX & FEE	Annual Use Fuel Tax for 2021	688447	01/26/2022	31,179.00
BURKE, WILLIAMS & SORENSEN, LLP	Legal Service	688441	01/26/2022	31,009.52
IMPERIAL IRRIGATION DIST	Utilities	688470	01/26/2022	29,610.15
MICHELIN NORTH AMERICA, INC.	Lease Tires Services	688480	01/26/2022	24,436.52
MICHELIN NORTH AMERICA, INC.	Lease Tires Services	688311	01/06/2022	23,935.52
ZEN AND THE ART OF CLEAN ENERGY SOLUTIONS	Consulting-General	688345	01/06/2022	22,303.42
NICE AMERICA RESEARCH	Hydrogen Fuel	688546	01/28/2022	20,848.25
RESONATE AND THRIVE ASSOCIATES, LLC	Consulting-General	688478	01/26/2022	20,687.50
WSP USA INC.	TDM & Vanpool Program	688431	01/13/2022	20,303.11
APPLE VALLEY COMMUNICATIONS, INC.	WIP-Boardroom Equipment Upgrade	688356	01/13/2022	19,419.97
BALLARD POWER SYSTEMS	Inventory Repair Parts	688278	01/06/2022	18,085.85
THE LEFLORE GROUP LLC	Projects Consultant	688329	01/06/2022	16,638.75
PRUDENTIAL OVERALL SUPPLY	Uniforms	688322	01/06/2022	16,611.31
ROBERT HALF	Temporary Help	688326	01/06/2022	16,311.24
ROBERT HALF	Temporary Help	688554	01/28/2022	15,910.69
R.S. HUGHES COMPANY	Emergency Preparedness Supplies	688492	01/26/2022	15,046.20
ROBERT HALF	Temporary Help	688497	01/26/2022	14,605.27
UNUM	Group Dental & Vision Premiums	688502	01/26/2022	13,701.49
COACHELLA VALLEY TAXI	SunRide Ride Share Expenses	688474	01/26/2022	13,208.66
NFI PARTS	Inventory Repair Parts	688270	01/06/2022	12,917.35
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	688561	01/28/2022	12,452.83
WSP USA INC.	TDM & Vanpool Program	688344	01/06/2022	12,392.97
OLD GREEN HOUSE LLC	Planning Consultant	688327	01/06/2022	12,000.00
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	688330	01/06/2022	11,911.74
VERIZON WIRELESS	Wireless Telephone Service	688427	01/13/2022	11,537.64
CALIFORNIA DEPARTMENT OF TAX & FEE	Annual Exempt Bus Operator Use Fuel Tax 2021	688445	01/26/2022	10,819.00
SC FUELS	Lubricants- Oil	688500	01/26/2022	10,594.08
TOOLTOPIA, LLC.	WIP-Misc Maintenance Equipment Projects	688514	01/26/2022	9,700.32

Vendor Filed As Name JANEK CORPORATION THE	<b>Description</b> Inventory Repair Parts	<b>Check #</b> 688387	<b>Payment Date</b> 01/13/2022	Payment Amount 9,458.75
KELLERMEYER BERGENSONS SERVICES, LLC	Janitorial Service	688389	01/13/2022	8,718.87
PALM SPRINGS MOTORS, INC.	Inventory Repair Parts	688405	01/13/2022	8,585.95
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	688499	01/26/2022	8,339.57
CMD CORPORATION	Inventory Repair Parts	688368	01/13/2022	8,302.82
MOTOR COACH INDUSTRIES, INC.	Bus lease	688482	01/26/2022	8,081.25
NICE AMERICA RESEARCH	Hydrogen Fuel	688484	01/26/2022	7,897.32
AGREEMENT DYNAMICS, INC.	ATU Negotiations	688273	01/06/2022	7,802.88
GENFARE	Printing Expense	688383	01/13/2022	7,785.55
LAWCX	WC-Insurance Premium	688476	01/26/2022	7,697.00
KELLERMEYER BERGENSONS SERVICES, LLC	Janitorial Service	688307	01/06/2022	7,650.00
TEC EQUIPMENT, INC.	Inventory Repair Parts	688335	01/06/2022	7,474.08
ADVANCED WEB OFFSET, INC.	Printing Expense	688348	01/13/2022	7,028.53
SONSRAY FLEET SERVICES	Inventory Repair Parts	688557	01/28/2022	6,945.43
HEPTAGON SEVEN CONSULTING, INC.	WIP-Coachella Transit Hub	688536	01/28/2022	6,877.92
GILLIG LLC	Inventory Repair Parts	688468	01/26/2022	6,841.71
AMALGAMATED TRANSIT UNION	Union Dues	688352	01/13/2022	6,651.43
AMALGAMATED TRANSIT UNION	Union Dues	688439	01/26/2022	6,651.43
GARON WYATT INVESTIGATIVE SERVICES, LLC.	Insurance Losses	688467	01/26/2022	6,628.69
SOCALGAS	Utilities	688418	01/13/2022	6,608.17
COACHELLA VALLEY TAXI	SunRide Ride Share Expenses	688396	01/13/2022	6,488.34
NAPA AUTO PARTS	Inventory Repair Parts	688399	01/13/2022	6,220.48
FRANKLIN TRUCK PARTS, INC	Inventory Repair Parts	688464	01/26/2022	5,736.40
CMD CORPORATION	Inventory Repair Parts	688285	01/06/2022	5,701.68
NFI PARTS	Inventory Repair Parts	688524	01/28/2022	5,523.04
AMERICAN SECURITY GROUP	Camera Maintenance Agreement	688353	01/13/2022	5,433.66
CARQUEST AUTO PARTS STORES	Inventory Repair Parts	688364	01/13/2022	5,345.44
ADMIRAL SECURITY SERVICES, INC.	Security Guard Service	688347	01/13/2022	5,153.05
ROMAINE ELECTRIC CORP.	Inventory Repair Parts	688328	01/06/2022	5,118.13
ELDORADO NATIONAL (CALIFORNIA), INC.	Inventory Repair Parts	688458	01/26/2022	5,025.97
US BANK VOYAGER FLEET SYSTEMS	Unleaded/Diesel Fuel	688425	01/13/2022	4,769.96
CDW GOVERNMENT, INC	Fixed Assets-Computer Equipment	688528	01/28/2022	4,665.00
OMNITRACS, LLC	Inventory Repair Parts	688317	01/06/2022	4,509.22
SC FUELS	Lubricants- Oil	688331	01/06/2022	4,458.15
AIR & LUBE SYSTEMS INC	Equipt Repairs-Shop Equipment	688274	01/06/2022	4,442.51
DOCUSIGN, INC.	Computer/Network Software Agmt	688457	01/26/2022	4,416.00
PROMELI VIDEOWORKS	Sunline Events Expense	688284	01/06/2022	4,370.04
TWO KNIGHTS INSURANCE SERVICES	Benefit Management Expenses	688512	01/26/2022	3,888.85
TPX COMMUNICATIONS	Communication Service	688515	01/26/2022	3,844.96

Vendor Filed As Name YELLOW CAB OF THE DESERT	<b>Description</b> Taxi Voucher Program	<b>Check #</b> 688522	<b>Payment Date</b> 01/26/2022	Payment Amount 3,820.81
AMETZA ARIZONA, LLC.	Lubricants- Oil	688354	01/13/2022	3,607.41
WE THE CREATIVE	Consulting-General	688388	01/13/2022	3,499.42
GRAINGER	Shop Supplies	688301	01/06/2022	3,458.06
TIME WARNER CABLE	Utilities	688513	01/26/2022	3,248.68
PRUDENTIAL OVERALL SUPPLY	Uniforms	688408	01/13/2022	3,210.30
JOHNSON EQUIPMENT COMPANY	WIP-Purchase Administrative Vehicles	688472	01/26/2022	3,158.00
PALM SPRINGS MOTORS, INC.	Inventory Repair Parts	688488	01/26/2022	3,149.75
YELLOW CAB OF THE DESERT	SunRide Ride Share Expenses	688432	01/13/2022	3,097.96
IMPERIAL IRRIGATION DIST	Utilities	688303	01/06/2022	3,051.96
JESSE FRESCAS JR.	Public Works Technical Support	688541	01/28/2022	3,040.00
FORENSIC DRUG TESTING SERVICES	Alcohol & Drug Testing	688533	01/28/2022	2,884.50
BURRTEC WASTE & RECYCLING SERVICES	Trash Service	688442	01/26/2022	2,856.31
CALIFORNIA STATE DISBURSEMENT UNIT	Garnishment	688448	01/26/2022	2,812.14
HOME DEPOT CREDIT SERVICES	Facility Maintenance	688537	01/28/2022	2,776.26
CALIFORNIA STATE DISBURSEMENT UNIT	Garnishment	688362	01/13/2022	2,742.91
GRAINGER	Shop Supplies	688469	01/26/2022	2,732.17
BEST BUY BUSINESS ADVANTAGE ACCOUNT	Computer Supplies	688545	01/28/2022	2,701.32
CALIFORNIA DEPARTMENT OF TAX & FEE	Quarterly Used Sale Tax	688446	01/26/2022	2,641.00
ADMIRAL SECURITY SERVICES, INC.	Security Guard Services	688269	01/06/2022	2,606.52
ADMIRAL SECURITY SERVICES, INC.	Security Guard Services	688523	01/28/2022	2,600.90
ADMIRAL SECURITY SERVICES, INC.	Security Guard Services	688435	01/26/2022	2,590.79
VALLEY SANITARY DISTRICT	Annual Sewer Service Permit	688520	01/26/2022	2,374.13
HIRERIGHT, LLC	Background Service	688386	01/13/2022	2,361.73
DESERT AIR CONDITIONING, INC.	Air Conditioning Expenses	688291	01/06/2022	2,214.15
TRAPEZE SOFTWARE GROUP INC.	Consulting	688338	01/06/2022	2,187.50
ZOOM VIDEO COMMUNICATION, INC.	Computer/Network Software Agmt	688433	01/13/2022	2,169.40
VALLEY OFFICE EQUIPMENT, INC.	Copier Service	688426	01/13/2022	2,140.54
CALIFORNIA DEPARTMENT OF TAX & FEE	Annual User Use Fuel Tax for 2021	688444	01/26/2022	1,962.00
PAUL ASSOCIATES	Printing Expenses	688549	01/28/2022	1,961.53
R.S. HUGHES COMPANY	Emergency Preparedness Supplies	688324	01/06/2022	1,890.95
TRANSIT RESOURCES, INC.	Repair Claims	688337	01/06/2022	1,883.94
ROBERT HALF	Temporary Help	688413	01/13/2022	1,770.78
MSC INDUSTRIAL SUPPLY CO	Shop Supplies	688313	01/06/2022	1,758.08
PLAZA TOWING, INC.	Towing Services	688491	01/26/2022	1,755.00
SWRCB ACCOUNTING OFFICE	Annual Permits & Licenses	688506	01/26/2022	1,738.00
COMPLETE COACH WORKS	Inventory Repair Parts	688288	01/06/2022	1,655.00
CPAC INC.COM	Computer/Network Software Agmt	688289	01/06/2022	1,575.00
ALLIED REFRIGERATION, INC	Freon Coolant	688276	01/06/2022	1,562.38

Vendor Filed As Name	Description	Check #	Payment Date	Payment Amount
WALTERS WHOLESALE ELECTRIC CO.	WIP-Five Replacement Zero Emission Relief Cars	688429	01/13/2022	1,555.14
FRONTIER COMMUNICATIONS	Utilities- OPS Bldg	688466	01/26/2022	1,525.00
QWIKTARP INC.	Facility Maintenance	688323	01/06/2022	1,502.19
WESTGATE CENTER FOR LEADERSHIP	Travel-Meeting/Seminars	688343	01/06/2022	1,500.00
RUSH TRUCK CENTERS OF CALIFORNIA, INC.	Inventory Repair Parts	688555	01/28/2022	1,473.09
MILE3 WEB DEVELOPMENT	Website Maintenance	688398	01/13/2022	1,470.00
ALPHA MEDIA LLC	Anti-Human Trafficking Campaing	688351	01/13/2022	1,350.00
NETFILE, INC	Board Meeting Expenses	688483	01/26/2022	1,350.00
INLAND LIGHTING SUPPLIES, INC.	Electrical Related Expenses	688305	01/06/2022	1,338.95
BROADLUX, INC.	Contract Services-General	688358	01/13/2022	1,242.00
DESERT PARADISE CONSTRUCTION, LLC	Technical Support Services	688293	01/06/2022	1,200.00
QUICK FIX AUTO GLASS	Repair Parts-Fixed Route	688275	01/06/2022	1,200.00
GILLIG LLC	Inventory Repair Parts	688384	01/13/2022	1,111.51
CUMMINS SALES AND SERVICE	Repair Parts-Fixed Route	688290	01/06/2022	1,098.08
GRAINGER	Electrical Related Expenses	688385	01/13/2022	1,096.38
FULTON DISTRIBUTING	Bus Stop Supplies	688298	01/06/2022	1,059.08
C V WATER DISTRICT	Utilities	688453	01/26/2022	1,056.53
DS AIR	Materials & Supplies	688283	01/06/2022	1,053.62
BOBBY BRAZIL	Reimburse Expenses	688279	01/06/2022	1,000.00
QUADIENT FINANCE USA, INC.	Postage	688552	01/28/2022	1,000.00

 Total Checks Over \$1,000
 \$2,310,399.09

 Total Checks Under \$1,000
 \$45,903.62

 Total Checks
 \$2,356,302.71

#### **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Credit Card Statement for January 2022

#### Summary:

The attached report summarizes the Agency's credit card expenses for January 2022. Credit card transactions through the CEO/General Manager credit card align with the statement closing date of February 3, 2022. The report also summarizes transactions for the credit card utilized for Procurement which aligns with the statement closing date of January 31, 2022, for the reporting period.

#### Recommendation:

Receive and file.

#### **SunLine Transit Agency Visa Credit Card Statement**

**Closing Date: 2/3/2022** 

Name on Card: Lauren Skiver

	Trans. Date	Post Date	Reference	Detail - Description	Credits	Charges
1	1/6/2022	1/7/2022	Party Time Rentals	Party Time Rentals - Tent and Table Rental Deposit; City of Indio & SunLine Transit Agency: Submerged Liquid Hydrogen Pump event		\$1,000.00
2	1/13/2022	1/13/2022	Panera Bread	Panera Bread Catering Order; TDA Performance Audit Meeting with Audit Firm		\$68.81
3	1/27/2022	1/28/2022	Firehouse Subs	Firehouse Subs Catering Order; ATU and SunLine Negotiations Meeting		\$238.91
4	1/31/2022	2/1/2022	CALACT	CALACT 2022 Spring Conference & Expo April 19-22, 2022 - Registration; Lauren Skiver, CEO/General Manager; Brittney Sowell, Chief of Staff; Vanessa Mora, Chief of Safety; Frank Rytych, Chief of Maintenance		\$2,080.00
L	<del>!</del>	-		Credits and Charges:	\$0.00	\$3,387.72

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### WELLS FARGO BUSINESS ELITE CARD

VISA

Page 1 of 2

#### SUB ACCOUNT MEMO STATEMENT

\$40,000

Prepared For	SUNLINE TRANSIT LAURA SKIVER
Sub Account Number	
Statement Closing Date	02/03/22
Next Statement Date	03/03/22
Monthly Spending Limit*	\$40,000

For Customer Service Call: 800-231-5511

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

Sub Account Summary

Purchases and Other Charges	+	\$3,387,72
Cash Advances	+	\$0.00
Credits		\$0.00
Statement Total		\$3,387.72

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

#### **Sub Account Transactions**

Trans	Post	Reference Number	Description	Credits	Charges
01/06 01/13 01/27 01/31 02/03	01/07 01/13 01/28 02/01 02/03	2449215QNS0PE7JVN 2469216QX2XBEV18X 2475542DQ3TAR8LRM 2449215DFJHTDTAXH 0000000000000COMPC	PP*PARTYTIMERE 402-935-2244 CA PANERA BREAD #601771 O 760-895-6948 CA THE OFFICE EXPRESS 800-3675402 CA CALACT.ORG HTTPSCALACT.OCA TOTAL PURCHASES \$3,387.72 TOTAL \$3,387.72		1,000.00 68.81 238.91 2,080.00

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

Wells Fargo News

The Business Elite Online Reporting® service that is currently housed on a third-party site has moved to Wells Fargo Online Banking. All previously saved reports on the third-party site must be downloaded and saved by 1/31/2022. Effective February 1, 2022 the reporting service will only be available through Wells Fargo Online Banking and you will no longer have access to reports that were saved on the previous site.

To access Business Elite card reports, sign on to Wells Fargo Business Online:

Then select "Accounts"

- Under "Manage Cards", select "Business Credit Card Center"

Then go to "Spending Reports"

Visit the Business Credit Card Center and start simplifying your expense tracking today.

## Take advantage of the features that come with Online Banking:

Messages and alerts: Stay informed about your account with updates sent to your email or mobile phone. Wells Fargo Card Design Studio® service: Make your card as unique as your business. Customize your card design with this free service.

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

See reverse side for important information.

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

Sub Account Number No Payment is due on this Sub Account

Data to the			
Print address or phone changes:	-		-
	Work (	)	

րուսիկարակինիկիկիրութանրկիսի

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

YTG

LAURA SKIVER 32505 HARRY OLIVER TRL THOUSAND PALMS CA 92276-3501 52518 MSP 255 գիիժեսիկորի իրակարիային իրկիրիկակ

SUNLINE TRANSIT

<sup>\*</sup>Available funds are subject to the monthly spending limit and the available credit on the control account.

## If your card is ever lost or stolen

Please notify us immediately by calling: 1-800-231-5511.

## Questions about your statement

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question. Please refer to the front of the statement for our Inquiry mailing address.

## For all your personal or business financial service needs, visit us at www.wellsfargo.com

## Important payment information

#### Payments made at a Wells Fargo branch

You may use cash or checks when making payments at a Wells Fargo branch.

#### Payments by mail

Mail your check and the payment coupon to the Payment Remittance Center address printed on this statement. For fastest delivery, please use the enclosed window envelope. If using a single check to pay multiple accounts, we must receive a completed payment coupon for each account being paid or a list showing the full account number and amount to be credited to each account. If you are paying multiple accounts with a single check, the total of the check must equal the sum of the payments to be applied to each individual account, with at least the total minimum payment due for all accounts.

#### Payments by phone

If you are authorized to transact on the account, you may be able to initiate a payment by calling the Customer Service number listed on the front of this statement.

## Payments made using Wells Fargo Online Banking or Wells Fargo Mobile

If you have access to the account via Wells Fargo Online Banking or Mobile you may be able to make a payment depending on your level of access.

#### **Automatic Payments**

You can establish automatic payments to this credit account from a Wells Fargo deposit account or any other financial institution. For enrollment information, please contact our Customer Service number listed on the front of this statement.

## Timing of payment by mail or payments made at a Wells Fargo branch

Payments that are received at the designated payment processing address (printed on each statement) by 5:00 p.m. on any business day will be credited as of the day of receipt. Payments received after 5:00 p.m. or on non-business days may be credited as of the next business day.

### When a payment is considered late

If your payment is received or initiated any time after the Due Date, it is considered late and your account will be subject to a late fee.

### Promotional rates

All promotional rates are subject to early termination if there are late payments or other defaults. Please see sections "Default" and "Remedies" in your Cardholder Agreement.

### **Sunline Transit Agency Visa Credit Card Statement**

**Closing Date: 1/31/2022** 

Name on Card: Walter Watcher (Procurement Card)

	Trans. Date	Post Date	Reference	Detail - Description	Credits	Charges
1	1/3/2022	1/3/2022	Amazon	Alexa for Business subscription		\$ 6.40
2	1/3/2022	1/4/2022	Amazon	Doorbell button for parts warehouse		\$ 20.44
3	1/4/2022	1/5/2022	JSO Wood Prod.	Fog Gray Melamine Edgebanding Roll		\$ 38.03
4	1/9/2022	1/10/2022	Amazon	Mouse Pads Bundle Stitched Edges		\$ 33.39
5	1/14/2022	1/17/2022	Cal Chamber	2022 Employment Posters		\$ 176.13
6	1/14/2022	1/17/2022	Amazon	Liftmaster wheels		\$ 200.60
7	1/14/2022	1/17/2022	C.P. Generator	Alternator for bus # 2008 - Route 10		\$ 3,000.00
8	1/18/2022	1/19/2022	Best Buy	iPhone Reset/Unlock Service		\$ 159.96
9	1/18/2022	1/19/2022	Interlight	Light sockets for LPS fixtures		\$ 357.57
10	1/18/2022	1/20/2022	Pilot (Flying)	Fuel for Bus # 2009 - Route 10		\$ 87.93
11	1/19/2022	1/20/2022	Pilot (Flying)	Fuel for Bus # 2009 - Route 10		\$ 362.61
12	1/18/2022	1/20/2022	Pilot (Flying)	Fuel for Bus # 2009 - Route 10		\$ 300.00
13	1/19/2022	1/20/2022	Ring	Camera subscription yearly 1/20/22-1/19/23		\$ 30.00

#### **Sunline Transit Agency Visa Credit Card Statement**

**Closing Date: 1/31/2022** 

Name on Card: Walter Watcher (Procurement Card)

	Trans. Date	Post Date	Reference	Detail - Description	Credits	C	harges
14	1/19/2022	1/20/2022	Ring	Camera subscription yearly 1/20/22-1/19/23		\$	30.00
15	1/20/2022	1/20/2022	Ring	Camera subscription yearly 1/20/22-1/19/23		\$	30.00
16	1/20/2022	1/20/2022	Ring	Camera subscription yearly 1/20/22-1/19/23		\$	30.00
17	1/20/2022	1/20/2022	Ring	Camera subscription yearly 1/20/22-1/19/23		\$	30.00
18	1/19/2022	1/20/2022		iPhone Reset/Unlock Service - Credit because vendor unable to repair IT equipment	\$ (159.96)		
19	1/21/2022	1/24/2022	Amazon	FC Bus 250 amp fuses		\$	156.00
19	1/21/2022	1/24/2022	Amazon	FC Bus 250 amp fuses		\$	12.08
20	1/22/2022	1/24/2022	Amazon	Phone chargers		\$	37.80
21	1/25/2022	1/26/2022	Amazon	Replacement keyboard laptop		\$	37.70
22	1/28/2022	1/31/2022	Business Radio Licensing	Filing of two-way radio FCC license renewal		\$	105.00
23	1/29/2022	1/31/2022	Amazon	Repair - Valve for DI water FC bus		\$	18.18
24	1/29/2022	1/31/2022	Amazon	Hard drive adapters		\$	50.08
25	1/30/2022	1/31/2022	Amazon	Replacement laptop battery		\$	20.46
_				Credits and Charges	(\$159.96)	\$	5,330.36



Statement Expenses

Cardholder Summary										
Cardholder Name: Card Number: Status: Charges: Out-of-pocket: Total Amount:	WATCHER, WALTER XXXX-XXXX Open 5,170.40 USD 0.00 USD 5,170.40 USD	Start Date: End Date: Reminder Period: Grace Period: Approval Period:	01/01/2022 01/31/2022 02/01/2022 through 02/05/2022 02/06/2022 through 02/07/2022 02/08/2022 through 02/11/2022							

#### Charges

	Posting Date	Personal	Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted	Amount Origina Currency
3/2022	01/03/2022	No	Amazon Web Services Aws.amazon.co,WA	5039903800 - OTHER SERVICES	Finance(FIN)	No	No	6.40 USD 6.40
cription	Alexa for B	usiness Sul	oscription		- "			
D 00			DIVISION					•
Transaction Posting Date Date Personal		Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amount Origina Currency	
3/2022	01/04/2022	No	Amazon.com Pi17s5ur3 Amzn Amzn.com/bill,WA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	20.44 USD 20.4
cription	Replaceme	ent Doorbell	Parts Department		-			•
00 <b>Q</b> I			DIVISION					
Transaction Posting Date Date Personal		Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted	Amount Origina Currency	
01/04/2022 01/05/2022 No		No	Jso Wood Products 502-425-2541,KY	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	38.03 USD 38.0
cription	Facilities - 1	Fumiture Re	epair Parts					
<b>D</b> 00	00 DIVISION							
Transaction Posting Date Date Personal		Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amount Origina Currenc	
01/09/2022 01/10/2022 No		No	Amzn Mktp Us Tc68l3qy3 Amzn.com/bill,WA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	33.39 USD 33.3
cription	Ten Mouse	Pads IT De	partment					
<b>D</b> 00	00 DIVISION		DIVISION					
Transaction Posting Date Personal Merchant		Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amount Origina Currence	
Commerce		Cal Chamber Of Commerce 8003318877,CA	5090100000 - MEMBERSHIPS AND SUBSCRIPTIONS	Finance(FIN)	No	No	176.13 USD 176.13	
cription	HR Employ	ment Poste	rs				···	
<b>D</b> 00			DIVISION					
Transaction Posting Date Date Personal Merchant		General Ledger Code	Unit	Receipt Image	Receipt Submitted	Amount Origina Currence		
1/14/2022 01/17/2022 No Amzn Mktp Us 2c5qg1f23		Amzn Mktp Us	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	200.60 USD 200.60	
7/2022		01/11/2022		2c5qg1f23 Amzn.com/bill,WA	2c5qg1f23 MISCELLANEOUS Amzn.com/bill,WA EXPENSES	2c5qg1f23 MISCELLANEOUS Amzn.com/bill,WA EXPENSES	2c5qg1f23 MISCELLANEOUS Amzn.com/bill,WA EXPENSES	2c5qg1f23 MISCELLANEOUS

	Transaction	Posting	Personal	Merchant	General Ledger Code	Unit `	Receipt	Receipt	Amount	
	FUND 00			DIVISION					<u>,                                     </u>	
	Description									
14.	Transaction Date 01/19/2022	Posting Date 01/20/2022	e Personal Merchant		General Ledger Code 5030300011 - COMPUTER/NETWORK SOFTWARE AGMT	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amount Origina Currenc 30.00 USD 30.0	
	FUND 00			- DIVISION						
	Description	Contact Tr	acing Came	ra Subscription - Safety			•			
	01/19/2022	01/20/2022	No	Ring Yearly Plan Httpsring.com,CA	5030300011 - COMPUTER/NETWORK SOFTWARE AGMT	Finance(FIN)	No	No	30.00 USD 30.0	
13.	Transaction Date	Posting Date	Personal	Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amoun Origin Current	
	FUND 00			DIVISION						
	Description	Fuel Bus 2	.009 - Route							
	Date 01/18/2022	te Date Personal Merchant			General Ledger Code 5099900002 - MISCELLANEOUS EXPENSES	Unit Finance(FIN)	Image No	‡ No	Curren 300.00 USI 300.	
12.	FUND 00 Transaction	Posting		DIVISION	-		Receipt	Receipt Submitted	Amour Origir	
	Description	Fuel Bus 2	2009 - Route							
	01/19/2022	01/20/2022		Pilot 00007658 Thousand Palm,CA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No ·	No	362.61 US 362	
i1.	Transaction Date	Posting Date	Personal	Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amour Origii Curren	
	FUND 00			DIVISION						
	Description	Fuel Bus 2	2009 - Route	10	EXPENSES	<u> </u>				
10.	Transaction Date 01/18/2022			Merchant Pilot 00007658 Thousand Palm,CA	General Ledger Code 5099900002 - MISCELLANEOUS	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amour Origin Curren 87.93 US 87.	
10.	FUND 00			DIVISION	_ <del></del>					
	Description Facilities - Light sockets for LPS fixtures									
9.	Transaction Date 01/18/2022	01/18/2022 01/19/2022 No Interlight		•	General Ledger Code 5040300200 - ELECTRICAL RELATED EXPENDITURE	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amour Origir Curren 357.57 US 357.	
	FUND 00									
	Description	IT Equipm	ent Repair			159				
3.	Transaction Date 01/18/2022			Merchant Best Buy 00001248	General Ledger Code 5049900010 - COMPUTER SUPPLIES	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amoui Origii Curren 159.96 US	
	FUND 00			DIVISION						
	Description	Replacem	ent Alternato	or MCI Bus 2008	VEHICLES					
	Transaction Date 01/14/2022	Posting Date · 01/17/2022	Personal No	Merchant C P Generator Inc Fontana,CA	General Ledger Code 5049900022 - REPAIR PARTS-SUPPORT	Unit Finance(FIN)	Receipt Image No	Submitted ‡ No	Origin Curren 3,000.00 U: / 3,000	
					•			Receipt	Amour	

	Date	Data	·				l	Cubacittad	Osisina	
	Date	Date		•			Image	Submitted ‡	Origina Currenc	
,	01/20/2022	01/20/2022	No	Ring Yearly Plan Httpsring.com,CA	5030300011 - COMPUTER/NETWORK SOFTWARE AGMT	Finance(FIN)	No	No	30.00 USD 30.0	
	Description	Contact Tr	acing Came							
	FUND 00			DIVISION	•					
16.	Transaction Date 01/20/2022	Posting Date 01/20/2022	Personal No	Merchant Ring Yearly Plan Httpsring.com,CA	General Ledger Code 5030300011 - COMPUTER/NETWORK SOFTWARE AGMT	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amount Origina Currency 30.00 USD 30.00	
	Description	Contact Tr	acing Came	era Subscription - Safety /						
	FUND 00		<u> </u>	DIVISION						
17.	Transaction Date 01/20/2022	Posting Date 01/20/2022	Personal No	Merchant Ring Yearly Plan Httpsring.com,CA	General Ledger Code 5030300011 - COMPUTER/NETWORK SOFTWARE AGMT	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amount Origina Currenc 30.00 USD 30.00	
	Description	Contact Tr	acing Came							
	FUND 00		g Junit	DIVISION	Jopanianon			<del></del>		
18.		<del>.</del>			<del></del>			Dessint	Amount	
10.	Transaction Date 01/19/2022			Merchant Best Buy 00001248	General Ledger Code 5049900010 - COMPUTER	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Origina Currency (159.96) USE	
				Palm Desert,CA	SUPPLIES	- manoc(i m)		110	/ (159.96	
	Description	Pro								
	FUND 00			DIVISION						
19.	Transaction Date	Posting Date	Personal	Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amount Origina Currency	
	01/21/2022	01/24/2022	No ·	Amzn Mktp Us T584s8gz3 Amzn.com/bill,WA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	168.08 USD 168.08	
	Description	The state of the s								
	FUND 00			DIVISION						
20.	Transaction Date			Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amount Origina Currenc	
	01/22/2022	01/24/2022	No	Amzn Mktp Us 4z21x8ku3 Amzn.com/bill,WA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	37.80 USD 37.80	
	Description	Phone Cha	argers - IT D							
	FUND 00			DIVISION						
21.	Transaction Date 01/25/2022	Posting Date 01/26/2022	Personal No	Merchant Amzn Mktp Us Iq2ra6wt3 Amzn.com/bill,WA	General Ledger Code 5099900002 - MISCELLANEOUS. EXPENSES	Unit Finance(FIN)	Receipt Image No	Receipt Submitted ‡ No	Amount Origina Currency 37.70 USD 37.70	
		Poplacom	ent Keyboar							
	FUND 00	replaceme	ant regood!	DIVISION	14.00	**************************************	<del>.</del>			
22.	Transaction Date	Posting Date	Personal	Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted	Amount Origina Currency	
	01/28/2022	01/31/2022	No	Businessradiolicensing Httpsbusiness,CA	5049900010 - COMPUTER SUPPLIES	Finance(FIN)	No	No	105.00 USD 105.00	
	Description	Filing of tw								
	FUND 00	JND 00 DIVISION								
23.	Transaction Date	Posting Date	Personal	. Merchant	General Ledger Code	Unit .	Receipt Image	Receipt Submitted	Amount of Original Currency	
-	01/29/2022	01/31/2022	No	Amzn Mktp Us	5099900002 -	Finance(FIN)	No ·	No	· 18,18 USD	

		•						
			2u9wb2f53 Amzn.com/bill,WA	MISCELLANEOUS EXPENSES				18.1
Description	Repair Par	ts - Valve fo	r DI water FC bus					
FUND 00			DIVISION					•
Transaction Date	Posting Date	Personal	Merchant	General Ledger Code	Unit	Receipt Image	Receipt Submitted ‡	Amount Origina Currenc
01/29/2022	01/31/2022	No	Amzn Mktp Us Q718m6z93 Amzn.com/bill,WA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	50.08 USD 50.08
Description	Hard Drive	adaptors IT	Department				· · · -	
FUND 00			DIVISION				<del></del>	
Transaction Date		Personal	Merchant	erchant General Ledger Code		Receipt Receipt Submitte Image ‡	Submitted	Amount Origina Currency
01/30/2022	01/31/2022	No	Amzn Mktp Us 2r2cl15u3 Amzn.com/bill,WA	5099900002 - MISCELLANEOUS EXPENSES	Finance(FIN)	No	No	20.46 USD 20.4
Description	Replaceme	ent Laptop B	attery		-			<del></del>
FUND 00			DIVISION					
	FUND 00  Transaction Date 01/29/2022  Description FUND 00  Transaction Date 01/30/2022	Transaction Date 01/29/2022 01/31/2022  Description Hard Drive FUND 00  Transaction Date 01/30/2022 01/31/2022	Transaction Posting Date Personal 01/29/2022 01/31/2022 No  Description Hard Drive adaptors IT FUND 00  Transaction Date Personal 01/30/2022 01/31/2022 No	Amzn.com/bill,WA    Description   Repair Parts - Valve for DI water FC bus	Amzn.com/bill,WA EXPENSES  Description Repair Parts - Valve for DI water FC bus  FUND 00 DIVISION  Transaction Date Personal Merchant General Ledger Code 01/29/2022 01/31/2022 No Amzn Mktp Us Q718m6z93 Miscellaneous EXPENSES  Description Hard Drive adaptors IT Department  FUND 00 DIVISION  Transaction Date Personal Merchant General Ledger Code 01/30/2022 No Amzn Mktp Us EXPENSES  Description Hard Drive adaptors IT Department  FUND 00 DIVISION  Transaction Date Personal Merchant General Ledger Code 01/30/2022 No Amzn Mktp Us 22/2cl15u3 Miscellaneous EXPENSES  Amzn.com/bill,WA EXPENSES	Amzn.com/bill,WA EXPENSES    Description   Repair Parts - Valve for DI water FC bus	Description Repair Parts - Valve for DI water FC bus  FUND 00  DIVISION  Transaction Date Personal Merchant General Ledger Code 01/31/2022 No Amzn Mktp Us Q718m6293 Amzn.com/bill,WA EXPENSES  Description Hard Drive adaptors IT Department  FUND 00  Transaction Date Personal Merchant General Ledger Code Unit Image Finance(FIN) No Receipt Image O1/30/2022 O1/31/2022 No Amzn Mktp Us S099900002 Finance(FIN) No Receipt Image O1/30/2022 O1/31/2022 No Amzn Mktp Us S099900002 Finance(FIN) No Receipt Image Finance(FIN) N	Amzn.com/bill,WA   EXPENSES

Total Charges: 5,170.40 USD

---End of Report---

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<sup>‡ -</sup> The Receipt Submitted column indicates that a receipt was submitted via fax, email, at the statement level, or using a system other than the Commercial Card Expense Reporting service.

#### **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Monthly Budget Variance Report for January 2022

#### 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 1/12<sup>th</sup> of the annual budget. The FYTD budget values for the month of January 2022 are equal to 7/12<sup>ths</sup> of the yearly budget.

#### Year to Date Summary

- As of January 31, 2022, the Agency's FYTD revenues are \$1,346,406 or 75.61% above the FYTD budget due to large amounts of emission credit and CNG fueling revenue.
- As of January 31, 2022, the Agency's FYTD expenditures are \$1,113,082 or 4.65% below the FYTD budget.

#### Monthly Spotlight

 Similar to previous months, natural gas expenditures for the month of December exceeded the monthly budget value. The cost increase is attributed to additional outside fuel sales for CNG. The increase in costs are offset by the increase in revenue.

#### Recommendation:

Receive and file.

		Current Month						
Description	FY22 Total Budget	Actual	Budget	Positive (Negative)	FYTD Actual	FY22 FYTD Budget	Positive (Negative)	Percentage Remaining
Operating Revenues:						-		
Passenger Revenue	938,400	136,261	78,200	58,061	891,917	547,400	344,517	5.0%
Other Revenue	2,114,326	210,408	176,194	34,214	2,235,246	1,233,357	1,001,889	-5.7%
Total Operating Revenue	3,052,726	346,670	254,394	92,276	3,127,162	1,780,757	1,346,406	-2.4%
Operating Expenses:								
Operator & Mechanic Salaries & Wages	9,997,674	717,178	833,140	115,961	5,354,882	5,831,977	477,094	46.4%
Operator & Mechanic Overtime	720,900	101,540	60,075	(41,465)	569,187	420,525	(148,662)	21.0%
Administration Salaries & Wages	6,384,693	467,375	532,058	64,683	3,342,257	3,724,404	382,147	47.7%
Administration Overtime	119,516	9,145	9,960	814	42,023	69,718	27,695	64.8%
Fringe Benefits	10,504,975	908,084	875,415	(32,669)	5,613,117	6,127,902	514,785	46.6%
Communications	250,000	20,197	20,833	636	143,578	145,833	2,255	42.6%
Legal Services	575,000	66,720	47,917	(18,803)	235,910	335,417	99,506	59.0%
Computer/Network Software Agreement	600,000	76,099	50,000	(26,099)	362,070	350,000	(12,070)	39.7%
Uniforms	103,966	5,442	8,664	3,222	39,582	60,647	21,065	61.9%
Contracted Services	696,628	29,911	58,052	28,141	263,521	406,366	142,846	62.2%
Equipment Repairs	8,500	0	708	708	8,090	4,958	(3,132)	4.8%
Security Services	160,000	11,067	13,333	2,266	73,706	93,333	19,628	53.9%
Fuel - CNG	1,516,432	184,920	126,369	(58,550)	1,058,703	884,585	(174,118)	30.2%
Fuel - Hydrogen	845,934	104,694	70,495	(34,200)	638,474	493,462	(145,012)	24.5%
Tires	226,183	16,393	18,849	2,456	113,647	131,940	18,294	49.8%
Office Supplies	70,392	7,543	5,866	(1,677)	30,910	41,062	10,152	56.1%
Travel/Training	96,680	1,761	8,057	6,296	42,604	56,397	13,793	55.9%
Repair Parts	1,494,101	79,841	124,508	44,668	652,280	871,559	219,279	56.3%
Facility Maintenance	41,300	2,842	3,442	600	28,324	24,092	(4,233)	31.4%
Electricity - CNG & Hydrogen	1,230,000	105,730	102,500	(3,230)	691,835	717,500	25,665	43.8%
Natural Gas	1,175,000	171,582	97,917	(73,665)	1,048,583	685,417	(363,166)	10.8%
Water and Gas	10,575	1,270	881	(389)	6,029	6,169	139	43.0%
Insurance Losses	1,950,000	134,198	162,500		873,208	1,137,500	264,292	55.2%
Insurance Premium - Property	50,000	6,579	4,167		46,050	29,167	(16,883)	7.9%
Repair Claims	50,000	14,886	4,167	(10,719)	28,262	29,167	904	43.5%
Fuel Taxes	94,400	4,822	7,867	3,045	61,878	55,067	(6,811)	34.5%
Other Expenses	4,517,792	445,102	376,483		3,092,169	2,635,379	(456,790)	31.6%
Self Consumed Fuel	(2,487,067)	(278,031)	(207,256		(1,655,210)	(1,450,789)	204,421	33.4%
Total Operating Expenses (Before Depreciation)	41,003,574	3,416,890	3,416,965		22,805,670	23,918,752	1,113,082	44.4%
Operating Expenses in Excess of Operating Revenue		\$ (3,070,220)			\$ (19,678,507)			
Subsidies:								
Local - Measure A, Commuter 10, Haul Pass	7,262,861	587,565	605,238	17,674	3,765,983	4,236,669	470,686	48.1%
State - LTF, LCTOP	7,135,429	577,256	594,619		3,699,907	4,162,334	462,427	48.1%
Federal	23,552,558	1,905,400	1,962,713		12,212,617	13,738,992	1,526,375	48.1%
Total Subsidies	37,950,848	3,070,220	3,162,571		19,678,507	22,137,995	2,459,488	48.1%
Net Operating Gain (Loss) After Subsidies	\$ -	\$ -			\$ -			
*Item identified on monthly spotlight.								

#### SunLine Transit Agency Budget Variance Report January 2022

		(	Current Month		I	Fiscal Year to Date		
Description	FY22 Total Budget	Actual	Budget	Positive (Negative)	FYTD Actual	FY22 FYTD Budget	Positive (Negative)	Percentage Remaining
Operating Expenses:								
Wages & Benefits	27,727,758	2,203,323	2,310,647	107,323	14,921,465	16,174,526	1,253,060	46.2%
Services	4,020,568	403,063	335,047	(68,016)	2,353,378	2,345,331	(8,047)	41.5%
Fuels & Lubricants	2,525,519	302,788	210,460	(92,328)	1,796,746	1,473,219	(323,527)	28.9%
Tires	226,183	16,393	18,849	2,456	113,647	131,940	18,294	49.8%
Materials and Supplies	1,915,038	122,904	159,587	36,683	925,680	1,117,106	191,425	51.7%
Utilities	2,699,927	308,442	224,994	(83,449)	1,947,696	1,574,957	(372,738)	27.9%
Casualty & Liability	3,305,200	269,413	275,433	6,021	1,750,754	1,928,033	177,280	47.0%
Taxes and Fees	94,400	4,822	7,867	3,045	61,878	55,067	(6,811)	34.5%
Miscellaneous Expenses	976,048	63,773	81,337	17,565	589,635	569,361	(20,274)	
Self Consumed Fuel	(2,487,067)	(278,031)	(207,256)	70,776	(1,655,210)	(1,450,789)	204,421	33.4%
Total Operating Expenses (Before Depreciation)	41,003,574	3,416,890	3,416,965	74	22,805,670	23,918,752	1,113,082	44.4%
Revenues:								
Passenger Revenue	938,400	136,261	78,200	58,061	891,917	547,400	344,517	5.0%
Other Revenue	2,114,326	210,408	176,194	34,214	2,235,246	1,233,357	1,001,889	-5.7%
Total Operating Revenue	3,052,726	346,670	254,394	92,276	3,127,162	1,780,757	1,346,406	-2.4%
Net Operating Gain (Loss)		\$ (3,070,220)			\$ (19,678,507)			
Subsidies:								
Local - Measure A, Commuter 10, Haul Pass	7,262,861	587,565	605,238	17,674	3,765,983	4,236,669	470,686	48.1%
State - LTF, LCTOP	7,135,429	567,365 577.256	594,619	17,363	3,765,963	4,230,009	462.427	48.1%
Federal - CMAQ,5307,5309,5310,5311,5311(f),5312	23,552,558	1,905,400	1,962,713	57,313	12,212,617	13,738,992	1,526,375	48.1%
Total Subsidies	37,950,848	3,070,220	3,162,571	92,350	19,678,507	22,137,995	2,459,488	48.1%
rotal odbolulos	37,730,040	5,010,220	5,102,571	72,000	17,010,301	22,101,770	2,407,400	70.170
Net Operating Gain (Loss) After Subsidies	\$ -	\$ -			\$ -			
, , ,				:				

#### **Passenger Revenue**

- The positive variance in passenger fares is attributed to conservative budget estimates due to unknown ridership impacts due to COVID-19.
- As of January, ridership was at 4.5% above FY21 FYTD totals.
- Total system ridership was 55,108 trips above FY21 FYTD amounts.

	Ridership							
	FY21-January	FY22-January	Variance	%∆				
Fixed Route	144,321	175,948	31,627	21.9%				
Paratransit	5,382	7,505	2,123	39.4%				
SolVan	1,420	1,336	(84)	-5.9%				
SunRide	26	306	280	-				
System Total	151,149	185,095	33,946	22.5%				

Ridership									
	FYTD-FY21	FYTD-FY22	Variance	%∆					
Fixed Route	1,168,158	1,199,994	31,836	2.7%					
Paratransit	37,545	57,551	20,006	53.3%					
SolVan	9,272	9,565	293	3.2%					
SunRide	26	2,999	2,973	-					
System Total	1,215,001	1,270,109	55,108	4.5%					

#### Other Revenue

• The positive variance is attributed to greater external CNG fuel sales, emissions credits revenue and CNG rebate revenue.

#### Operator & Mechanic Salaries & Wages

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

#### **Operator & Mechanic Overtime**

• The negative variance is primarily attributed to required overtime for operators to cover absences.

#### **Administration Salaries & Wages**

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

#### **Administration Overtime**

• The positive variance is attributed to vacant positions across the Agency and less than anticipated overtime expenditures.

#### **Fringe Benefits**

- · Savings in fringe benefit expenditures are associated with vacancies across the Agency.
- Savings in fringe benefits will be reduced in the second half of FY22 due to planned cost increases in calendar year 2022.

#### Communications

· Communication expenditures are within an acceptable range of the budgeted amount.

#### **Legal Services**

• The savings in legal services is attributed to a larger FY22 budget in anticipation of expected legal costs associated with union negotiations which have not yet been fully incurred.

#### Computer/Network Software Agreement

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

#### Uniforms

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

#### **Contracted Services**

• The positive variance in contracted services is attributed to expenses which have not yet been incurred.

#### **Equipment Repairs**

• The unfavorable variance is primarily attributed to unexpected repairs to a bus lift in the month of September.

#### **Security Services**

· Savings in security services are attributed to incurring expenses later than anticipated for remote security monitoring services.

#### Fuel - CNG

• The negative variance is primarily attributed to increased usage of CNG fixed route vehicles over budgeted estimates for FY22.

#### Fuel - Hydrogen

• The negative variance is attributed to higher cost per kilogram of H2.

#### Tires

• The lower tire expenditures are attributed to fewer miles related to the postponement of Level 1 service.

#### Office Supplies

• Savings in office supply expenses are primarily associated with a reduction in costs due to remote work, lower coin counting equipment expense, and vacancies.

#### Travel/Training

• COVID-19 restrictions have reduced anticipated training related expenses for staff travel.

#### **Repair Parts**

• The positive variance is primarily attributed to lower FYTD expenses related to fixed route repairs.

#### **Facility Maintenance**

• The negative variance is attributed to the unexpected replacement of two (2) broken coffee machines in July.

#### Electricity - CNG & Hydrogen

• Electricity expenses are within an acceptable range of the budget.

#### **Natural Gas**

• The negative variance is attributed to increased natural gas usage due to an increase of CNG sold through outside fuel sales.

#### Water and Gas

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

#### Insurance Losses

• Insurance loss experience has not exceeded YTD budgeted expectations.

#### Insurance Premium - Property

· Insurance premiums for property expenditures increased with completion of new facilities around the property.

#### Repair Claims

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

#### **Fuel Taxes**

- Outside fuel sales are currently \$264,614 above FY21 FYTD amounts.
- For January, sales increased by \$17,680 from the previous month.
- The negative variance in fuel taxes is due to larger outside fleet fuel sales which are offset by an increase in revenue.

#### **Outside Fueling Revenue**

						%∆	%∆
			Variance		Variance	FY21 vs	Previous
	Revenue	F۱	Y21 vs. FY22	Pre	vious Month	FY22	Month
January FY21	\$ 42,942						
January FY22	\$ 84,128	\$	41,187	\$	17,680	95.91%	26.61%
December FY22	\$ 66,448						
FYTD January FY21	\$ 394,334						
FYTD January FY22	\$ 658,948	\$	264,614			67.10%	

#### Other Expenses

- Costs vary from month to month depending on the needs of the Agency or when programs are active. The negative variance is primarily attributed to high non-reoccurring expenses in such as consulting and audit expenses.
- The negative variance is also attributed to higher temporary help costs across multiple departments to cover administrative vacancies.

#### **Self-Consumed Fuel**

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

## **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Contracts Signed between \$25,000 and \$100,000 for February 2022

## Summary:

In accordance with Chapter 2, Section 1.2 of the Procurement Policy, the attached report summarizes SunLine's contracts signed in excess of \$25,000 and less than \$100,000. This ensures the Board is aware of the obligations entered into under the CEO/General Manager's authority.

• For the month of February 2022, there was one (1) agreement executed between \$25,000 and \$100,000:

Vendor	Purpose	Amount
Mile3 Web	Web Hosting and	\$88,200
Development	Maintenance Services	\$66,200

## Recommendation:

Receive and file.

## Contracts Signed Between \$25,000 and \$100,000

February 2022

Vendor	Product/Service	Need	Need Budgeted		Budgeted Cost	
Mile3 Web Development	Web Hosting and Maintenance Services	Agency Website	FY22 FY23 FY24 FY25 FY26	\$ 90,000.00	\$ 88,200.00	Executed Agreement

## **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Union & Non-Union Pension Investment Asset Summary January 2022

### 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
<b>Growth Assets</b>	Growth Assets		
	Domestic Equity	36.0%	16% - 56%
	International Equity		0% - 39%
	Other		0% - 20%
Income Assets			
	Fixed Income	45.0%	25% - 65%
	Other		0% - 20%
Real Return Assets		0.0%	0% - 20%
Cash Equivalent	ts	0.0%	0% - 20%

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

#### Union

Ass	et Class	Actual	Range
Growth Assets			
	Domestic Equity	36.6%	16% - 56%
	International Equity		0% - 39%
	Other		0% - 20%
Income Assets			
	Fixed Income	32.3%	25% - 65%
	Other	2.6%	0% - 20%
Real Return Assets		2.6%	0% - 20%
Cash Equivalents		1.3%	0% - 20%

#### Non-Union

Ass	et Class	Actual	Range	
<b>Growth Assets</b>	Growth Assets			
	Domestic Equity	37.0%	16% - 56%	
	International Equity		0% - 39%	
	Other	5.0%	0% - 20%	
Income Assets				
	Fixed Income	32.7%	25% - 65%	
	Other		0% - 20%	
Real Return Assets		2.6%	0% - 20%	
Cash Equivalent	ts	1.2%	0% - 20%	

For the month of January, the market value of assets decreased by \$1,818,186 and \$1,817,039 for the union and non-union plans, respectively. The decrease in the value of assets is due to poor market performance for the month of January.

## Month to Month Asset Comparison

Month	Market Value – Union	Market Value – Non-Union
December 2021	\$41,360,595	\$41,369,279
January 2022	\$39,542,409	\$39,552,240
Increase (Decrease)	(\$1,818,186)	(\$1,817,039)

## **Recommendation:**

Receive and file.

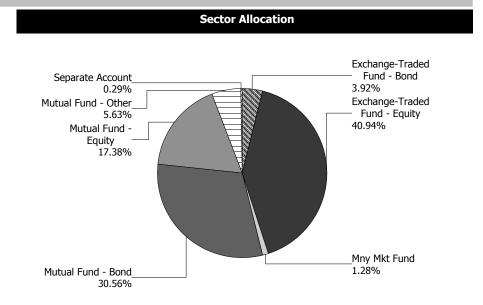


## **Portfolio Summary and Statistics**

For the Month Ending January 31, 2022

## SUNLINE EMPLOYEES RETIREMENT BARGAINING -

Account Summary								
Description	Par Value	Market Value	Percent					
Separate Account	113,429.62	113,429.62	0.29					
Mutual Fund - Other	174,309.09	2,225,265.65	5.63					
Mutual Fund - Equity	249,888.86	6,871,326.78	17.38					
Mutual Fund - Bond	1,080,592.59	12,084,968.37	30.56					
Money Market Mutual Fund	507,536.95	507,536.95	1.28					
Exchange-Traded Fund - Equity	109,336.00	16,191,204.37	40.94					
Exchange-Traded Fund - Bond	35,142.00	1,548,677.58	3.92					
Managed Account Sub-Total	2,270,235.10	39,542,409.32	100.00%					
Accrued Interest		0.00						
Total Portfolio	2,270,235.10	39,542,409.32						
Unsettled Trades	0.00	0.00						





For the Month Ending January 31, 2022

SUNLINE EMPLOYEES RETIREME	ENT BARGA	INING -							
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 INTERMEDIATE-TERM CO	464288638	IGIB	1,146.00	61.13	70,054.98	57.82	66,261.72	(3,793.26	5) 0.17
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	6,684.00	57.68	385,539.80	57.82	386,468.88	929.08	0.98
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	2,389.00	60.31	144,080.59	57.82	138,131.98	(5,948.61	.) 0.35
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	965.00	61.01	58,874.65	57.82	55,796.30	(3,078.35	5) 0.14
ISHARES PREFERRED&INCOME SECURITIES ETF	464288687	PFF	10,074.00	39.10	393,892.39	37.65	379,286.10	(14,606.29	9) 0.96
ISHARES PREFERRED&INCOME SECURITIES ETF	464288687	PFF	13,884.00	39.22	544,524.93	37.65	522,732.60	(21,792.33	3) 1.32
Security Type Sub-Total			35,142.00	)	1,596,967.34	306.58	1,548,677.58	(48,289.76	3.92
Exchange-Traded Fund - Equity									
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	2,656.00	276.40	734,118.40	262.54	697,306.24	(36,812.16	5) 1.76
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	3,251.00	117.36	381,537.03	106.25	345,418.75	(36,118.28	3) 0.87
SPDR BLOOMBERG CONVERTIBLE SECURITIES ET	78464A359	CWB	3,981.00	88.58	352,636.58	76.82	305,820.42	(46,816.16	5) 0.77
SPDR BLOOMBERG CONVERTIBLE SECURITIES ET	78464A359	CWB	4,584.00	86.67	397,294.82	76.82	352,142.88	(45,151.94	1) 0.89
VANGUARD TOTAL INTL STOCK	921909768	VXUS	6,979.00	65.37	456,217.23	61.77	431,092.83	(25,124.40	)) 1.09
VANGUARD TOTAL INTL STOCK	921909768	VXUS	35,037.00	52.12	1,826,128.44	61.77	2,164,235.49	338,107.05	5.47
VANGUARD TOTAL INTL STOCK	921909768	VXUS	553.00	64.35	35,585.55	61.77	34,158.81	(1,426.74	1) 0.08
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	1,546.00	226.21	349,720.35	226.81	350,648.26	927.93	0.89
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	433.00	233.92	101,287.36	226.81	98,208.73	(3,078.63	3) 0.25
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	50,316.00	169.04	8,505,416.64	226.81	11,412,171.96	2,906,755.32	28.86
Security Type Sub-Total			109,336.00	)	13,139,942.40	1,388.17	16,191,204.37	3,051,261.97	40.93
Money Market Mutual Fund									
FIRST AMERICAN GOVERNMENT OBLIGATION - Z	31846V567	FGZXX	507,536.95	1.00	507,536.95	1.00	507,536.95	0.00	) 1.28
Security Type Sub-Total			507,536.95	<u> </u>	507,536.95	1.00	507,536.95	0.00	1.28

PFM Asset Management LLC

Account Page 3



For the Month Ending January 31, 2022

SUNLINE EMPLOYEES RETIREME	NT BARGA	INING -							
Security Type/Description Dated Date/Coupon/Maturity	,, , , , , , , , , , , , , , , , , , ,		Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Mutual Fund - Bond									
BAIRD CORE PLUS BOND - INST	057071870	BCOIX	298,926.95	11.68	3,490,792.18	11.39	3,404,777.94	(86,014.24	8.61
DOUBLELINE CORE FIXED INCOME I	258620301	DBLFX	173,917.70	10.85	1,886,924.30	10.75	1,869,615.32	(17,308.98	4.73
MAINSTAY MACKAY HIGH YIELD CORP BD R6	56063N881	MHYSX	63,665.80	5.65	359,860.49	5.46	347,615.28	(12,245.21	0.88
PACIFIC FUNDS FLOATING RATE INCOME FUND	69447T771	PLFRX	70,831.11	9.77	692,019.94	9.77	692,019.94	0.00	) 1.75
PRUDENTIAL TOTAL RETRN BND-Q	74440B884	PTRQX	251,580.60	14.87	3,740,340.82	14.11	3,549,802.22	(190,538.60	8.98
VOYA INTERMEDIATE BOND R6	92913L569	IIBZX	221,670.43	10.64	2,358,772.86	10.02	2,221,137.67	(137,635.19	5.62
Security Type Sub-Total			1,080,592.59	1	12,528,710.59	61.50	12,084,968.37	(443,742.22	) 30.57
Mutual Fund - Equity									
ARTISAN INTL SMALL-MID	04314H576	APHJX	18,427.07	19.35	356,568.28	18.61	342,927.74	(13,640.54	0.87
HARDING LOEVNER INTERNATIONAL EQUITY POR	412295107	HLMIX	69,223.48	24.54	1,698,907.07	28.35	1,962,485.72	263,578.65	4.96
HRTFRD SCHR EM MRKT EQ-SDR	41665H789	SEMTX	23,285.38	17.50	407,583.63	19.21	447,312.18	39,728.55	1.13
JENSEN QUALITY GROWTH-Y	476313408	JENYX	24,501.56	49.36	1,209,402.78	62.84	1,539,678.06	330,275.28	3.89
JOHCM INTERNATIONAL SELECT I	46653M849	JOHIX	62,347.11	22.83	1,423,674.52	27.16	1,693,347.54	269,673.02	4.28
MFS EMERGING MARKETS DEBT R6	552746364	MEDHX	28,478.75	14.40	410,054.08	13.99	398,417.74	(11,636.34	1.01
VANGUARD TOT INST ST IDX - ADM	921909818	VTIAX	0.00	33.33	0.03	33.23	0.03	0.00	0.00
VIRTUS KAR INTL SMALL MID CAP R6	92828W551	VRISX	23,625.50	22.02	520,136.77	20.62	487,157.77	(32,979.00	) 1.23
Security Type Sub-Total			249,888.86	i	6,026,327.16	224.01	6,871,326.78	844,999.62	17.37
Mutual Fund - Other									
COHEN & STEERS INST REALTY SHARES	19247U106	CSRIX	11,298.47	44.19	499,291.61	54.84	619,607.82	120,316.21	1.57
PIMCO COMMODITY REAL RETURN STRATEGY	722005667	PCRIX	143,780.34	6.72	966,756.43	6.83	982,019.71	15,263.28	2.48
PRINCIPAL RE SECURITIES INST FUND	74253Q580	PIREX	19,230.28	26.39	507,537.20	32.43	623,638.12	116,100.92	1.58
Security Type Sub-Total			174,309.09	)	1,973,585.24	94.10	2,225,265.65	251,680.41	. 5.63
Separate Account									
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	30,625.00	1.00	30,625,00	100.00	30,625.00	0.00	0.08

PFM Asset Management LLC

Account Page **4** 



For the Month Ending January 31, 2022

SUNLINE EMPLOYEES RETIRE	MENT BARGA	INING -							
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 PARTNERS II	ATEL00019	SA406	34,300.0	00 1.00	34,300.00	100.00	34,300.00	0.0	0.09
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	26,454.6	52 1.00	26,454.62	100.00	26,454.62	0.0	0.07
ATEL PRIVATE DEBT PARTNERS II	ATEL00019	SA406	22,050.0	00 1.00	22,050.00	100.00	22,050.00	0.0	0.06
Security Type Sub-Total			113,429.6	52	113,429.62	400.00	113,429.62	0.0	0.30
Managed Account Sub-Total			2,270,235.1	.0	35,886,499.30	2,475.36	39,542,409.32	3,655,910.0	2 100.00
Securities Sub-Total			\$2,270,235.1	.0	\$35,886,499.30	\$2,475.36	\$39,542,409.32	\$3,655,910.0	2 100.00%
Accrued Interest							\$0.00		
Total Investments							\$39,542,409.32		



## **Portfolio Summary and Statistics**

For the Month Ending January 31, 2022

## SUNLINE EMPLOYEES RETIREMENT NON-BARGAIN -

Account Summary									
Par Value	Market Value	Percent							
113,429.62	113,429.62	0.29							
174,661.14	2,229,769.66	5.64							
250,130.38	6,880,097.32	17.39							
1,084,624.55	12,127,217.46	30.66							
453,692.57	453,692.57	1.15							
109,398.00	16,199,585.35	40.96							
35,145.00	1,548,447.64	3.91							
2,221,081.26	39,552,239.62	100.00%							
	0.00								
2,221,081.26	39,552,239.62								
	Par Value  113,429.62 174,661.14 250,130.38 1,084,624.55 453,692.57 109,398.00 35,145.00 2,221,081.26	Par Value         Market Value           113,429.62         113,429.62           174,661.14         2,229,769.66           250,130.38         6,880,097.32           1,084,624.55         12,127,217.46           453,692.57         453,692.57           109,398.00         16,199,585.35           35,145.00         1,548,447.64           2,221,081.26         39,552,239.62           0.00							

#### **Sector Allocation** Exchange-Traded Fund - Bond Separate Account 3.91% 0.29% Mutual Fund - Other Exchange-Traded Fund - Equity 5.64% 40.96% Mutual Fund -Equity 17.39% Mny Mkt Fund 1.15% Mutual Fund - Bond 30.66%

Unsettled Trades 0.00 0.00



For the Month Ending January 31, 2022

SUNLINE EMPLOYEES RETIREME	ENT NON-BA	ARGAIN -							
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 INTERMEDIATE-TERM CO	464288638	IGIB	2,405.00	60.31	145,045.55	57.82	139,057.10	(5,988.45	5) 0.3
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	6,667.00	57.68	384,559.22	57.82	385,485.94	926.72	0.9
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	1,113.00	61.13	68,037.69	57.82	64,353.66	(3,684.03	3) 0.10
ISHARES INTERMEDIATE-TERM CO	464288638	IGIB	982.00	61.01	59,911.82	57.82	56,779.24	(3,132.58	3) 0.1
ISHARES PREFERRED&INCOME SECURITIES ETF	464288687	PFF	10,095.00	39.10	394,713.49	37.65	380,076.75	(14,636.74	1) 0.9
ISHARES PREFERRED&INCOME SECURITIES ETF	464288687	PFF	13,883.00	39.22	544,485.71	37.65	522,694.95	(21,790.76	5) 1.3
Security Type Sub-Total			35,145.00		1,596,753.48	306.58	1,548,447.64	(48,305.84	3.90
Exchange-Traded Fund - Equity									
ISHARES CORE S&P MIDCAP ETF	464287507	IJH	2,662.00	276.40	735,776.80	262.54	698,881.48	(36,895.32	2) 1.7
ISHARES CORE S&P SMALL-CAP E	464287804	IJR	3,250.00	117.36	381,419.68	106.25	345,312.50	(36,107.18	3) 0.8
SPDR BLOOMBERG CONVERTIBLE SECURITIES ET	78464A359	CWB	4,590.00	86.67	397,814.84	76.82	352,603.80	(45,211.04	1) 0.89
SPDR BLOOMBERG CONVERTIBLE SECURITIES ET	78464A359	CWB	3,981.00	88.58	352,636.58	76.82	305,820.42	(46,816.16	5) 0.7
VANGUARD TOTAL INTL STOCK	921909768	VXUS	632.00	64.35	40,669.20	61.77	39,038.64	(1,630.56	5) 0.1
VANGUARD TOTAL INTL STOCK	921909768	VXUS	35,085.00	52.12	1,828,630.20	61.77	2,167,200.45	338,570.25	5 5.4
VANGUARD TOTAL INTL STOCK	921909768	VXUS	6,883.00	65.37	449,941.71	61.77	425,162.91	(24,778.80	)) 1.0
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	50,331.00	169.04	8,507,952.24	226.81	11,415,574.11	2,907,621.87	7 28.8
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	1,551.00	226.21	350,851.40	226.81	351,782.31	930.93	0.89
VANGUARD TOTAL STOCK MKT ETF	922908769	VTI	433.00	233.92	101,287.36	226.81	98,208.73	(3,078.63	3) 0.2
Security Type Sub-Total			109,398.00		13,146,980.01	1,388.17	16,199,585.35	3,052,605.34	40.90
Money Market Mutual Fund									
FIRST AMERICAN GOVERNMENT OBLIGATION - Z	31846V567	FGZXX	453,692.57	1.00	453,692.57	1.00	453,692.57	0.00	) 1.1
Security Type Sub-Total			453,692.57		453,692.57	1.00	453,692.57	0.00	) 1.1!

PFM Asset Management LLC

Account Page 3



For the Month Ending January 31, 2022

SUNLINE EMPLOYEES RETIREME	ENT NON-BA	ARGAIN -							
Security Type/Description Dated Date/Coupon/Maturity	•		Shares	Average Cost/Share	Original Cost	Market Price	Market Value	Unreal G/L on Cost	Percentage
Mutual Fund - Bond									
BAIRD CORE PLUS BOND - INST	057071870	BCOIX	298,982.25	11.68	3,492,994.86	11.39	3,405,407.83	(87,587.03	3) 8.61
DOUBLELINE CORE FIXED INCOME I	258620301	DBLFX	177,124.58	10.85	1,922,074.29	10.75	1,904,089.25	(17,985.04	4.81
MAINSTAY MACKAY HIGH YIELD CORP BD R6	56063N881	MHYSX	63,831.67	5.65	360,797.38	5.46	348,520.93	(12,276.45	5) 0.88
PACIFIC FUNDS FLOATING RATE INCOME FUND	69447T771	PLFRX	70,841.37	9.77	692,120.21	9.77	692,120.21	0.00	) 1.75
PRUDENTIAL TOTAL RETRN BND-Q	74440B884	PTRQX	251,627.28	14.87	3,741,754.52	14.11	3,550,460.90	(191,293.62	2) 8.98
VOYA INTERMEDIATE BOND R6	92913L569	IIBZX	222,217.40	10.64	2,364,886.51	10.02	2,226,618.34	(138,268.17	7) 5.63
Security Type Sub-Total			1,084,624.55		12,574,627.77	61.50	12,127,217.46	(447,410.31	30.66
Mutual Fund - Equity									
ARTISAN INTL SMALL-MID	04314H576	APHJX	18,461.23	19.35	357,229.27	18.61	343,563.47	(13,665.80	0.87
HARDING LOEVNER INTERNATIONAL EQUITY POR	412295107	HLMIX	69,260.02	24.53	1,699,221.72	28.35	1,963,521.45	264,299.73	3 4.96
HRTFRD SCHR EM MRKT EQ-SDR	41665H789	SEMTX	23,328.88	17.50	408,357.56	19.21	448,147.79	39,790.23	3 1.13
JENSEN QUALITY GROWTH-Y	476313408	JENYX	24,556.73	49.36	1,212,185.98	62.84	1,543,144.96	330,958.98	3.90
JOHCM INTERNATIONAL SELECT I	46653M849	JOHIX	62,461.83	22.82	1,425,081.56	27.16	1,696,463.43	271,381.87	7 4.29
MFS EMERGING MARKETS DEBT R6	552746364	MEDHX	28,394.54	14.40	408,841.55	13.99	397,239.64	(11,601.91	1.00
VANGUARD TOTAL STOCK MARKET INDEX	922908801	VITSX	0.00	75.00	0.03	110.49	0.04	0.0	0.00
VIRTUS KAR INTL SMALL MID CAP R6	92828W551	VRISX	23,667.15	22.02	521,054.57	20.62	488,016.54	(33,038.03	3) 1.23
Security Type Sub-Total			250,130.38	1	6,031,972.24	301.27	6,880,097.32	848,125.08	3 17.38
Mutual Fund - Other									
COHEN & STEERS INST REALTY SHARES	19247U106	CSRIX	11,320.77	44.19	500,277.48	54.84	620,830.95	120,553.47	7 1.57
PIMCO COMMODITY REAL RETURN STRATEGY	722005667	PCRIX	144,069.91	6.72	968,793.89	6.83	983,997.47	15,203.58	3 2.49
PRINCIPAL RE SECURITIES INST FUND	74253Q580	PIREX	19,270.47	26.39	508,597.63	32.43	624,941.24	116,343.63	1 1.58
Security Type Sub-Total			174,661.14		1,977,669.00	94.10	2,229,769.66	252,100.66	5 5.64
Separate Account									
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	34,300.00	1.00	34,300.00	100.00	34,300.00	0.00	0.09

PFM Asset Management LLC

Account Page **4** 



For the Month Ending January 31, 2022

SUNLINE EMPLOYEES RETIRE	MENT NON-BA	ARGAIN -							
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 PARTNERS II	ATEL00020	SA407	30,625.0	00 1.00	30,625.00	100.00	30,625.00	0.0	0.08
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	26,454.6	52 1.00	26,454.62	100.00	26,454.62	0.0	0.07
ATEL PRIVATE DEBT PARTNERS II	ATEL00020	SA407	22,050.0	00 1.00	22,050.00	100.00	22,050.00	0.0	0.06
Security Type Sub-Total			113,429.6	52	113,429.62	400.00	113,429.62	0.0	0.30
Managed Account Sub-Total			2,221,081.2	26	35,895,124.69	2,552.62	39,552,239.62	3,657,114.9	3 99.99
Securities Sub-Total			\$2,221,081.2	26	\$35,895,124.69	\$2,552.62	\$39,552,239.62	\$3,657,114.9	3 99.99%
Accrued Interest							\$0.00		
Total Investments							\$39,552,239.62		

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## **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Ridership Report February 2022

### Summary:

Mon	thly Ridership	Monthly Variance				
	Feb-22	Feb-21	Net	Percent		
Fixed Route	175,268	157,101	18,167	11.6%		
SolVan	1,234	1,267	-33	-2.6%		
SunRide	317	68	249	78.5%		
Taxi Voucher*	218	311	-93	-42.7%		
SunDial	7,838	5,741	2,097	36.5%		
Total	184,875	164,488	20,387	12.4%		

<sup>\*</sup>Taxi Voucher rides are included for the system total, however, they are not NTD reportable.

February 2022 Fiscal Year To Date Ridership							
Fiscal Year 2022	1,456,915						
Fiscal Year 2021	1,382,075						
Ridership Variance	74,840						

Fiscal year to date system ridership is up by 74,840 rides or 5.4% compared to the previous fiscal year. The baseline of the attached COVID-19 Recovery charts is calendar year 2020, this allows a comparison of three (3) years.

### Recommendation:

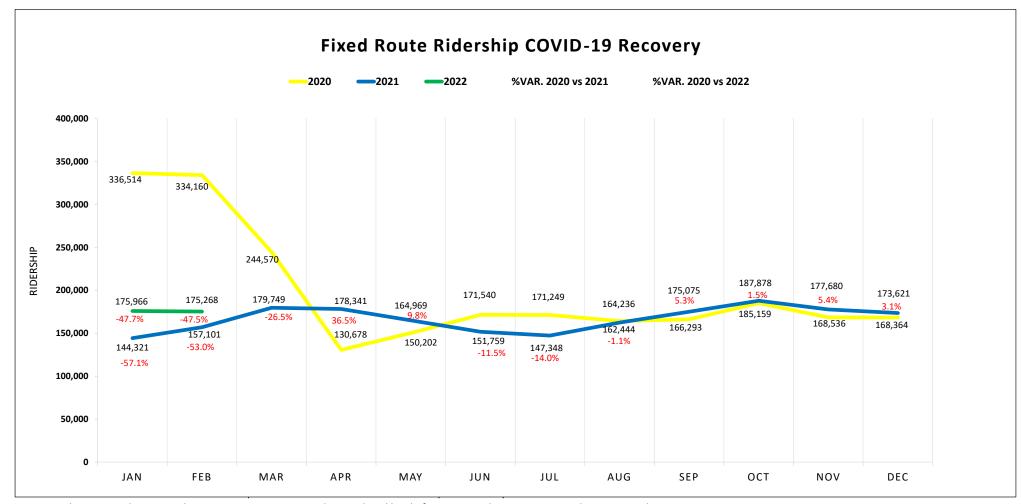
Receive and file.



## SunLine Transit Agency Monthly Ridership Report February 2022

				FY 2022	FY 2021	Montl	hly KPI				
	Fixed Route	Feb 2022	Feb 2021	YTD	YTD	Passengers/ Rev. Hours	Passengers/ Rev. Miles	Bil	es	Wheel	Ichairs
	Description							Monthly	FYTD	Monthly	FYTD
Route 1	Coachella - Hwy 111 - Palm Springs	70,539	74,506	566,316	142,967	12.4	0.8	3,078	26,469	520	5,259
Route 2	Desert Hot Springs - Palm Springs - Cathedral City	45,246	45,105	378,126	87,174	17.1	1.2	1,573	13,826	386	3,643
Route 3	Desert Hot Springs - Desert Edge	5,447	3,857	37,925	7,332	11.2	0.7	101	676	56	447
Route 4	Westfield Palm Desert - Palm Springs	15,036	13,664	120,060	26,913	8.1	0.6	632	4,602	58	813
Route 5*	Desert Hot Springs - CSUSB - Palm Desert	1,382	-	6,630	-	4.9	0.2	74	308	2	53
Route 6	Coachella - Fred Waring - Westfield Palm Desert	6,608	3,998	47,484	7,356	4.8	0.4	218	1,565	59	329
Route 7	Bermuda Dunes - Indian Wells - La Quinta	5,414	4,462	41,896	8,355	9.8	0.7	333	2,359	35	399
Route 8	North Indio - Coachella -Thermal/Mecca	10,709	9,033	80,506	16,407	6.8	0.4	220	2,106	84	539
Route 9	North Shore - Mecca - Oasis	5,968	2,476	40,084	4,918	5.4	0.2	34	491	16	380
Route 10*	Indio - CSUSB - San Bernardino - Metrolink	1,305	-	11,345	-	8.7	0.1	13	107	3	30
Route 200 SB*	Palm Springs High School AM Tripper	355	-	2,161	-	30.9	1.4	1	2	-	3
Route 400 SB*	Raymond Cree / Palm Springs HS Tripper	179	-	1,149	-	15.2	1.0	-	3	-	4
Route 401 SB/NB*	Vista Chino / Sunrise PM Tripper	-	-	206	-	8.0	0.6	-	-	-	-
Route 402 NB*	Palm Canyon / Stevens AM Tripper	57	-	319	-	9.1	0.6	-	4	-	-
Route 403 NB*	Vista Chino /Sunrise PM Tripper	195	-	810	-	29.3	1.0	-	2	1	1
Route 500 SB*	Westfield Palm Desert PM Tripper	314	-	1,599	-	32.8	2.1	9	81	-	3
Route 501 NB*	Palm Desert High School AM Tripper	-	-	95	-	13.1	0.9	-	24	-	2
Route 700 SB/NB*	Harris / Washington - Calle Madrid / Ave Vallejo AM Tripper	446	-	2,510	-	21.7	1.4	7	33	-	5
Route 701 SB/NB*	Harris / Washington - Calle Madrid / Ave Vallejo PM Tripper	1,105	-	5,770	-	48.8	3.2	-	35	-	2
Route 800 NB*	Shadow Hills High School AM Tripper	2,304	-	13,327	-	103.7	5.1	-	18	-	4
Route 801 SB*	Jackson / 44th PM Tripper	2,659	-	13,951	-	136.8	8.1	-	1	3	19
Route 802 SB*	Hwy 111 / Golf Center Pkwy PM Tripper	-	-	2,006	-	17.6	0.9	-	1	-	-
Route 803 NB*	Shadow Hills High School AM Tripper	-	-	1,005	-	13.6	0.7	-	1	-	1
	Fixed Route Total	175,268	157,101	1,375,280	1,325,259	11.0	0.7	6,293	52,715	1,223	11,936
SolVan		1,234	1,267	10,735	10,539						
SunRide		317	68	3,326	94						
Taxi Voucher		218	311	2,185	2,897						
SunDial	_	7,838	5,741	65,389	43,286	1.6	0.1				
	System Total	184,875	164,488	1,456,915	1,382,075	8.1	0.5			· 1	
		Feb-22	Feb-21								
	Weekdays:	20	20								
	Saturdays:	4	4								
	Sundays:	4	4								
	Total Days:	28	28								

<sup>\*</sup>Routes 5, 10, and the Trippers were not active in February 2021. Tripper 501 is no longer active on Level 2 since Route 5 started operations. Tripper 401 is not in service for Level 2.



Since March 21, 2020, thru September 4, 2021, SunLine operated at a reduced level of service, Level 3, in response to the COVID-19 disease.

January 2021 fixed route ridership was calculated from January 3, 2021, to maintain data integrity of the new Refueled system.

January 2020 and February 2020 show pre-pandemic COVID-19 ridership numbers.

FY 2022 data includes the resumption of the school trippers in March 2021, and the new Route 10 that started on July 12, 2021.

On October 17, 2021, SunLine commenced operations under Level 2.

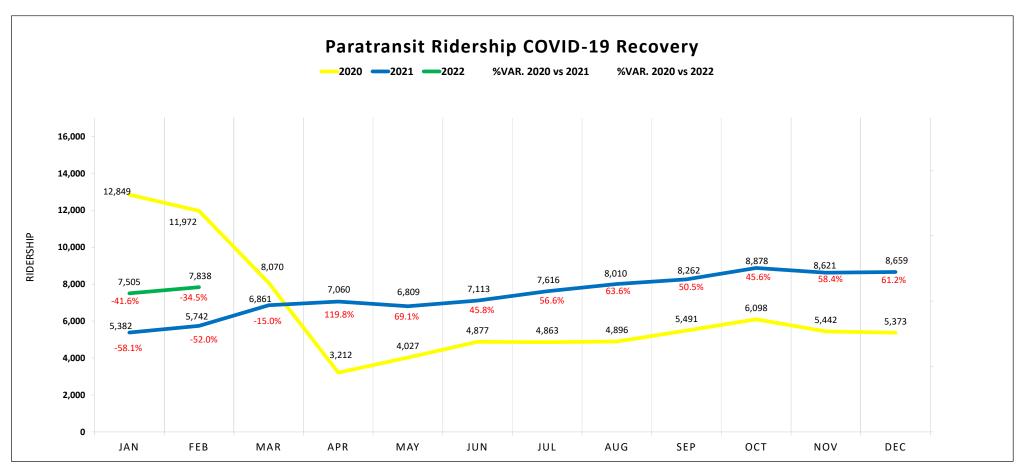
Variances are in red close to their corresponding ridership number. 2021 and 2022 are referring to the baseline of 2020.

#### Ridership:

FY 2020 Actual = 3,379,520

FY 2021 Actual = 2,000,077

FY 2022 SRTP Predicted = 1,755,235



Beginning January 2022, instead of comparing the ridership to the 2019 pre COVID levels, we will be moving forward with compairing the ridership growth from 2020 and 2021. Variances are in red close to their corresponding ridership number. 2021 and 2022 are referring to the baseline of 2020. January 2020 and February 2020 show pre-pandemic COVID-19 ridership numbers.

## **SunLine Transit Agency**

#### CONSENT CALENDAR

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

Board of Directors

RE: SunDial Operational Notes for February 2022

## Summary:

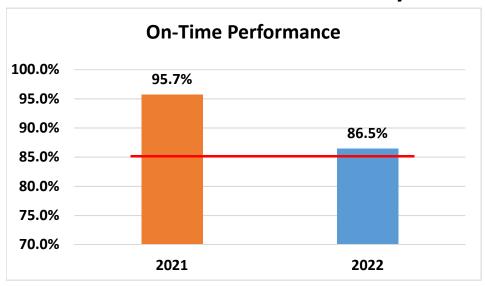
The attached report summarizes SunDial's operation for February 2022. This report identifies that the on-time performance for February exceeded the Agency's internal 85% goal by 1.5%. The total miles decreased by 19 and mobility device boardings increased by 345. Road Supervisors performed 60 onboard inspections and 59 safety evaluations which include pre-trip inspections and trailing evaluations.

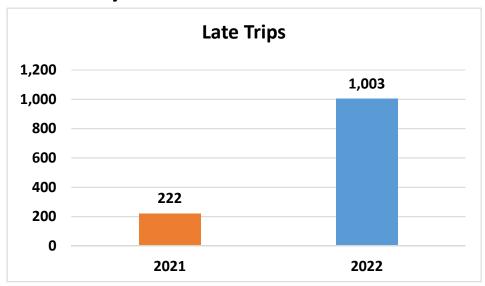
The definition of a late trip is when the vehicle arrives outside of the scheduled 30 minute pick-up window. There was an increase of late trips compared to February 2021, due to a 41.9% increase in total trips 2,200 and a 36.5% increase in total passengers 2,097 along with a shortage in workforce. Staff is being proactive in recruiting new operators by attending job fairs, both locally and regionally, as well as making positive callbacks to applicants that have submitted incomplete applications.

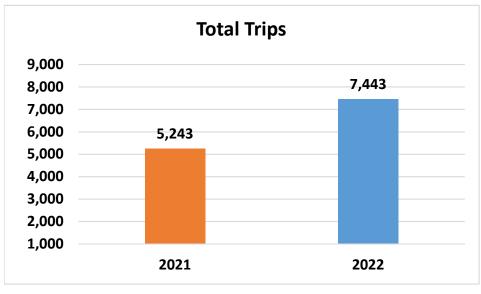
#### Recommendation:

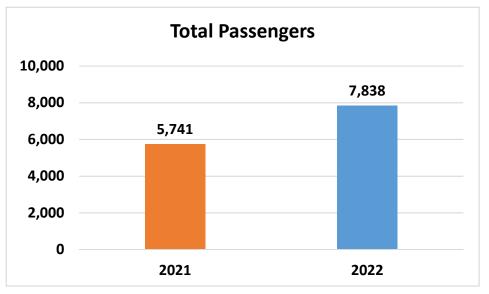
Receive and file.

# **SunDial Operational Charts February 2021 vs. February 2022**

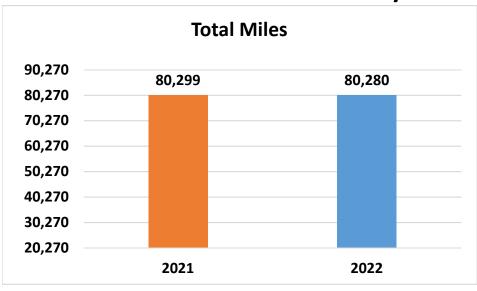


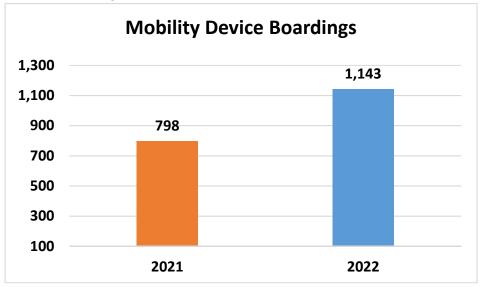


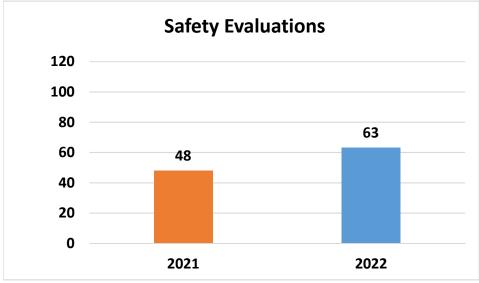


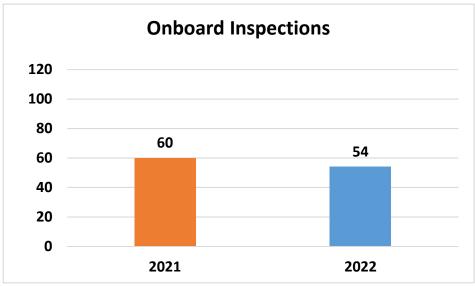


# **SunDial Operational Charts February 2021 vs. February 2022**









## **SunLine Transit Agency**

#### **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Metrics for February 2022

#### Summary:

The metrics packet includes data highlighting on-time performance, early departures, late departures, late cancellations, operator absences, advertising revenue and system performance. SunRide performance includes system-wide, trip booking method and geo-fence metrics for Desert Hot Springs/Desert Edge, Palm Desert, Coachella and Mecca/North Shore. 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

- New metric formatting change due to new technology platform.
- Walk-up rider booking method is eliminated with new technology platform that began January 10, 2022.
- Experiencing short-term fluctuations in ridership among the various geo-fence zones as riders continue to familiarize themselves with the new app technology.
- SunRide On-Time Performance above goals in eight (8) of eight (8) data points.
- Customer satisfaction star-rating goals exceeded in all geo-fence zones.

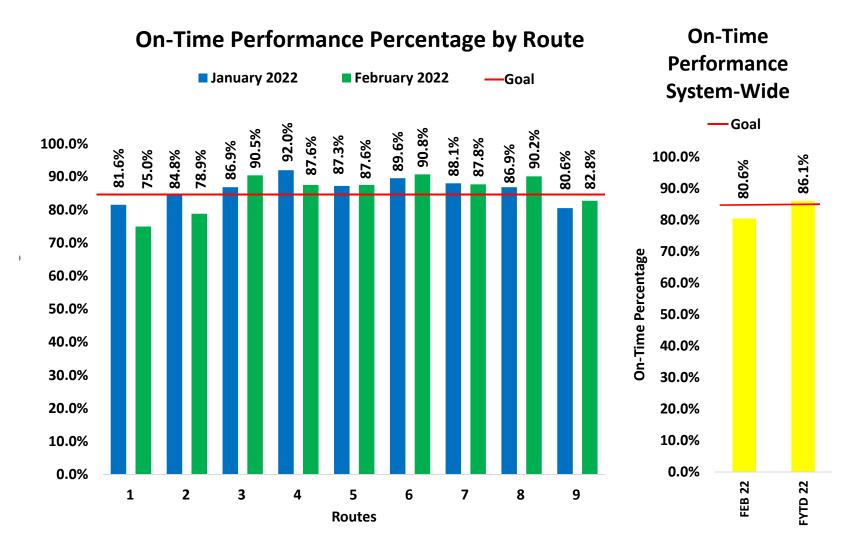
#### Fixed Route

- Fixed route on-time performance had a decrease from January 2022 to February 2022.
  - Routes 1, 2 and 9 did not meet the 85% goal for February 2022 due to construction, heavy traffic, passenger problems and multiple road closures related to high wind throughout the month.

- There has been a reduction in early pulls due to proactive field supervision and internal monitoring along with operator coachings.
- Staff is working on creating a new customer feedback chart which will better highlight the comments we receive. This information will be included in a future Board packet.

## Recommendation:

Receive and file.



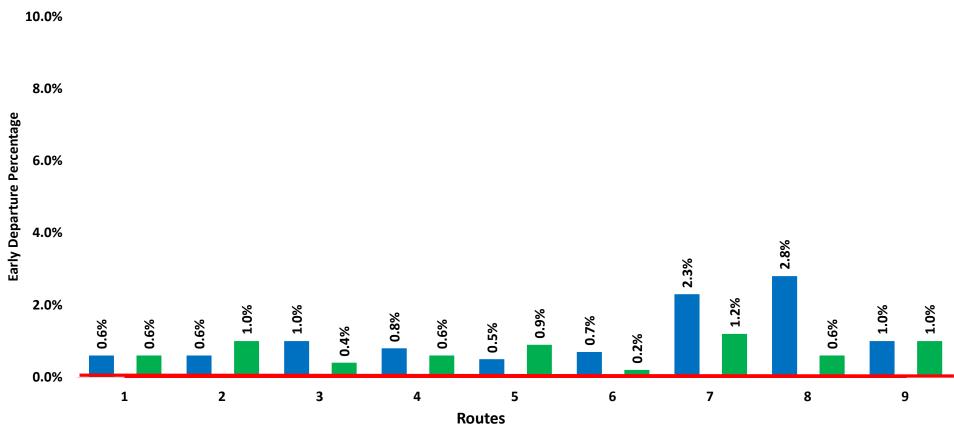
Definition: "On-Time" - When a trip departs a time point within a range of zero (0) minutes early to five (5) minutes late.

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

Exceptions: Construction, detours, heavy traffic.



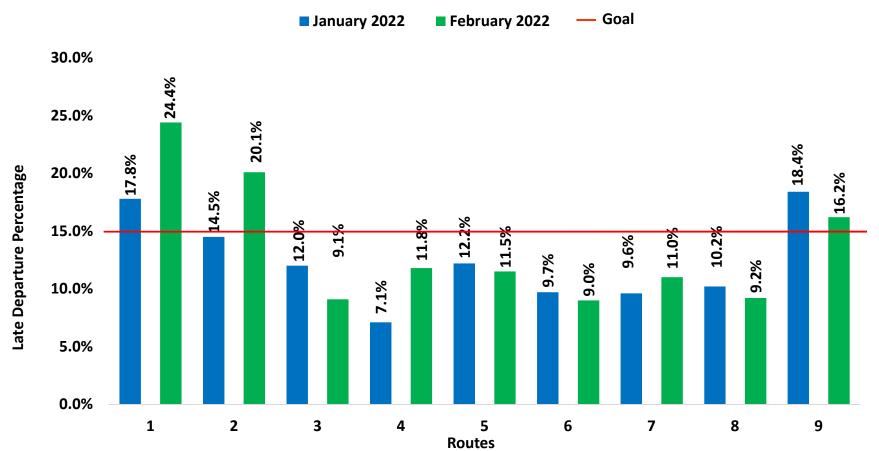
■ January 2022 ■ February 2022 — Goal



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

Goal: To reduce early departures to 0%.

## **Late Departure Percentage by Route**



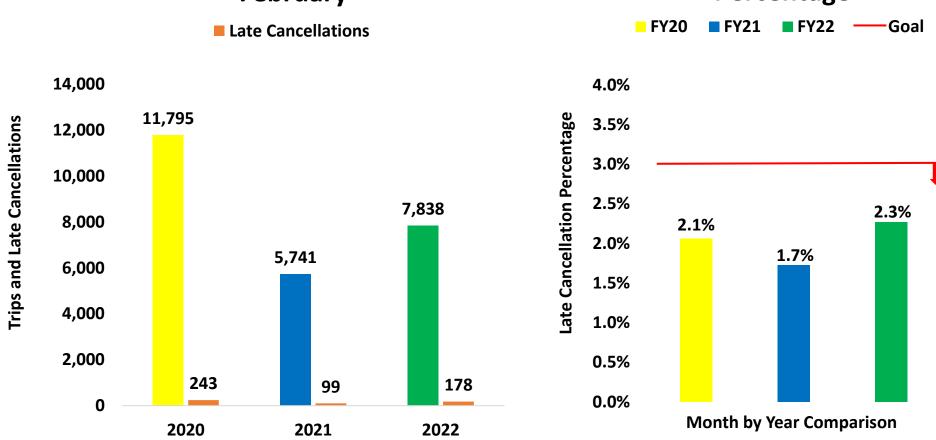
Late Departure Definition: When a bus leaves a time point after the scheduled departure time and the route is running late with a departure greater than five (5) minutes.

Goal: To ensure late departures remain below 15%.

Note: Construction, detours and heavy traffic.

# Total Trips vs. Late Cancellations February

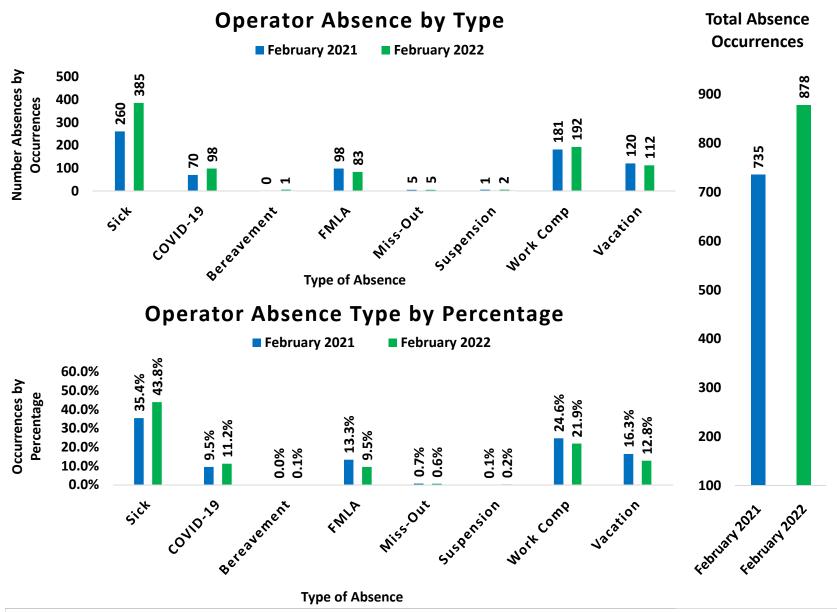
# Late Cancellation Percentage



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

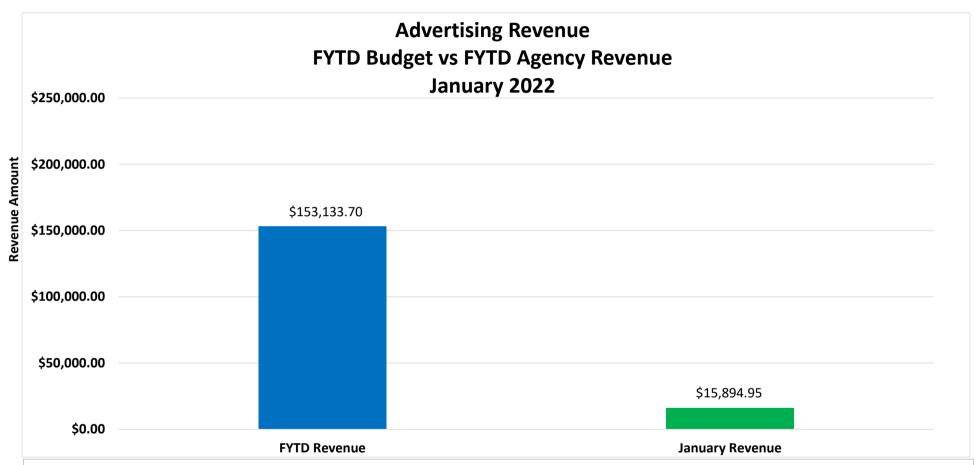
Late Cancellation: A trip for which a rider cancels two (2) hours or less before the scheduled pick-up time.

**Goal for Late Cancellations:** 3% or below. **Total Trips:** Total one-way trips completed.



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

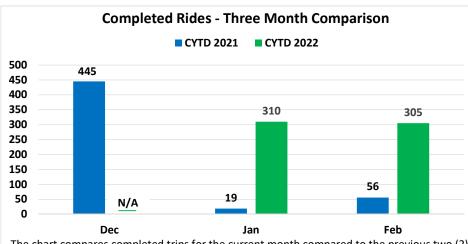
SunLine continues to monitor all driver absences and have seen an increase in workforce absences for February 2022 when compared to February 2021.



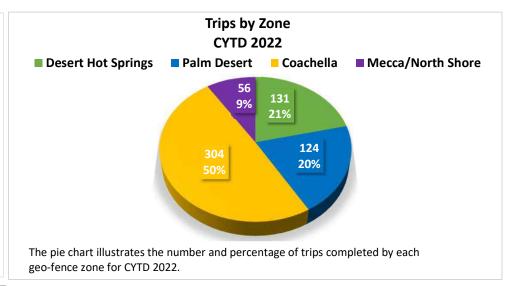
Advertising revenue tracks revenue of invoiced contracts for bus shelter and bus wrap advertising. The graph tracks FYTD revenue accrued with the monthly revenue accrued. The annual budget amount for FY22 is \$250,000. (Advertising revenues follow Finance Department reporting from the previous two (2) months)

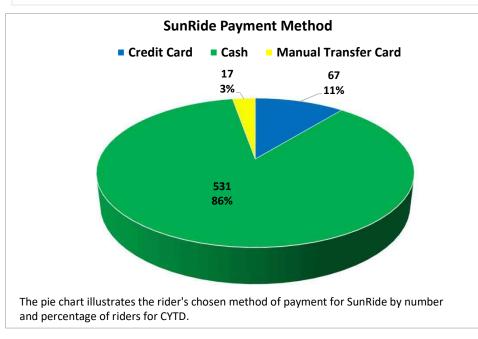
# SunRide System-Wide Metrics CYTD 2022

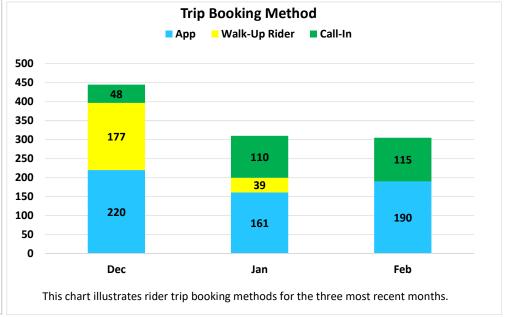
## **Total Completed Trips:** 615



The chart compares completed trips for the current month compared to the previous two (2) months.

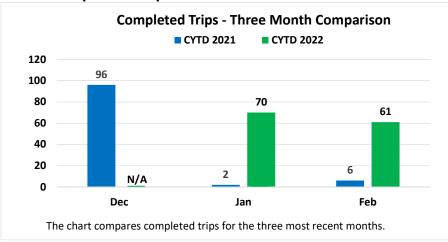


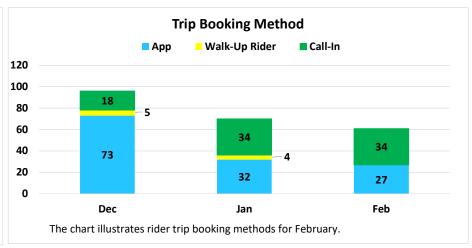


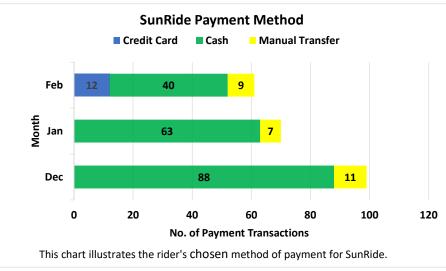


## Desert Hot Springs/Desert Edge Geo-Fence Metrics CYTD 2022

## **Total Completed Trips: 131**







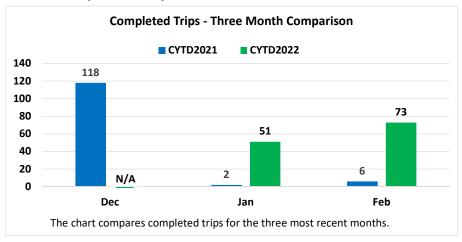


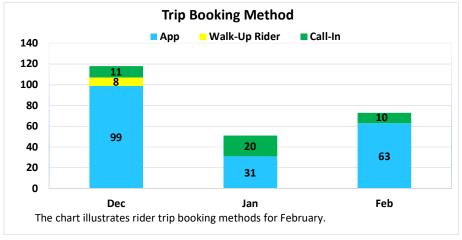
**Customter Satisfaction Rating**Avg. rider trip rating 5.0
Goal: 4.5

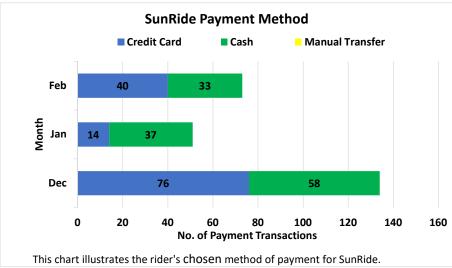


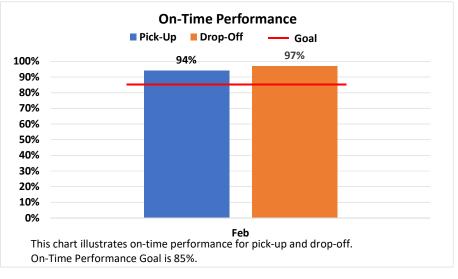
## Palm Desert Geo-Fence Metrics CYTD 2022

## **Total Completed Trips: 124**









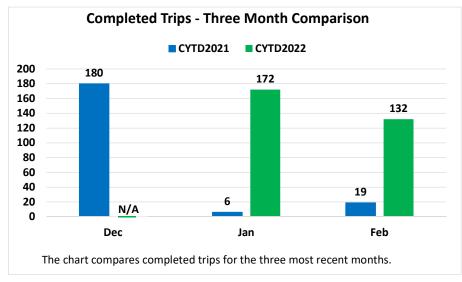
Customter Satisfaction Rating Avg. rider trip rating: 4.9

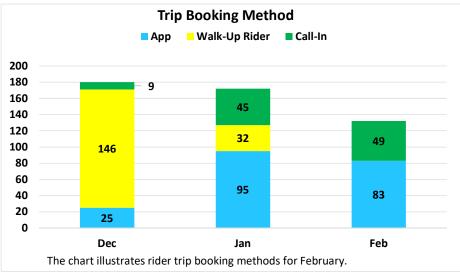
Goal: 4.5

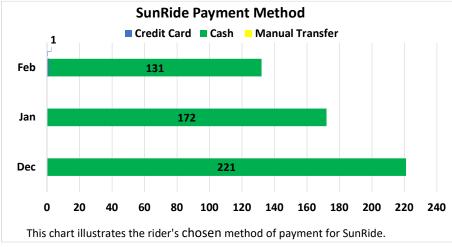
EXCEEDS GOAL!

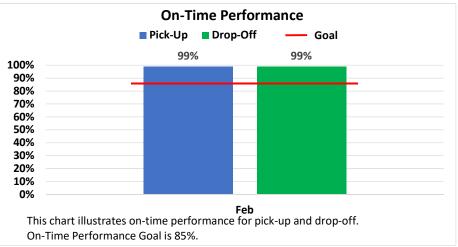
# Coachella Geo-Fence Metrics CYTD 2022

## **Total Completed Trips: 304**





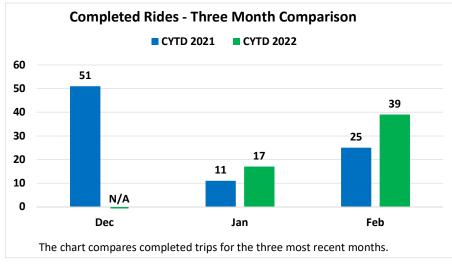


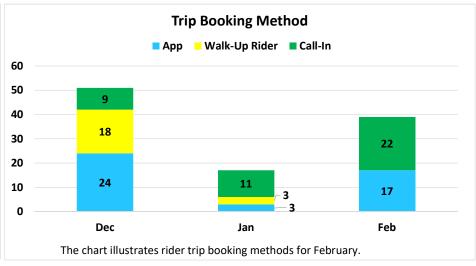


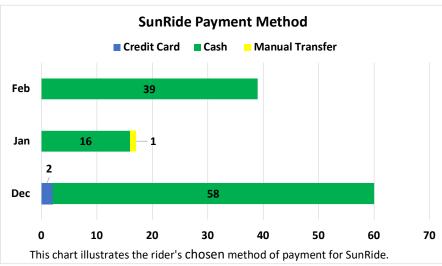
Customer Satisfaction Rating Avg. rider trip rating: 4.8 Goal: 4.5 EXCEEDS GOAL!

# Mecca/North Shore Geo-Fence Metrics CYTD 2022

## **Total Completed Trips: 56**





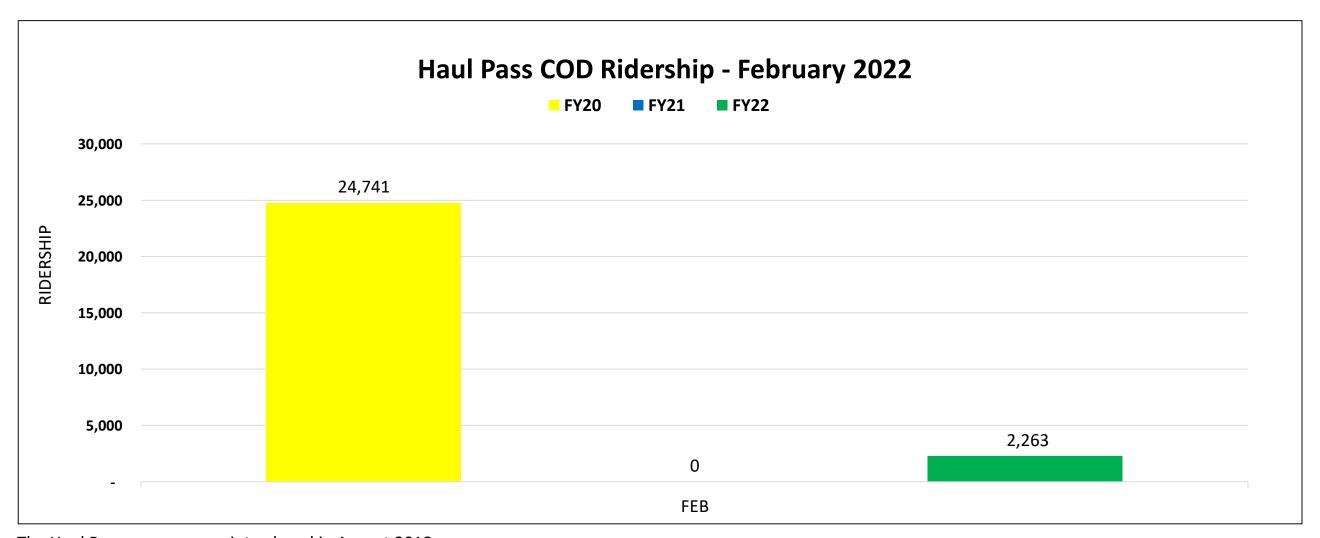




**Customer Satisfaction Rating**Avg. rider trip rating: 5.0

Avg. rider trip rating: 5.0 Goal: 4.5





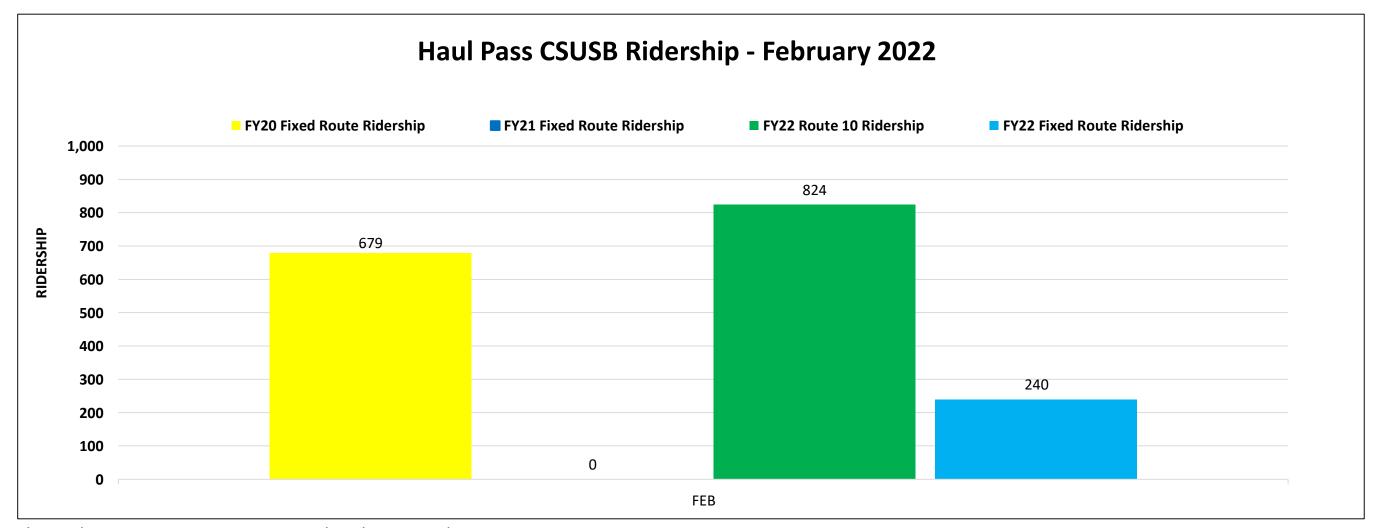
The Haul Pass program was introduced in August 2018.

This chart represents monthly ridership on the Haul Pass COD.

Haul Pass COD contributed with 2,263 rides from 178 unique riders.

On Sunday, May 2, 2021, SunLine resumed fare collection. May 2021 was the first month to have data available for FY21.

On October 17, 2021, SunLine commenced operations under Level 2.



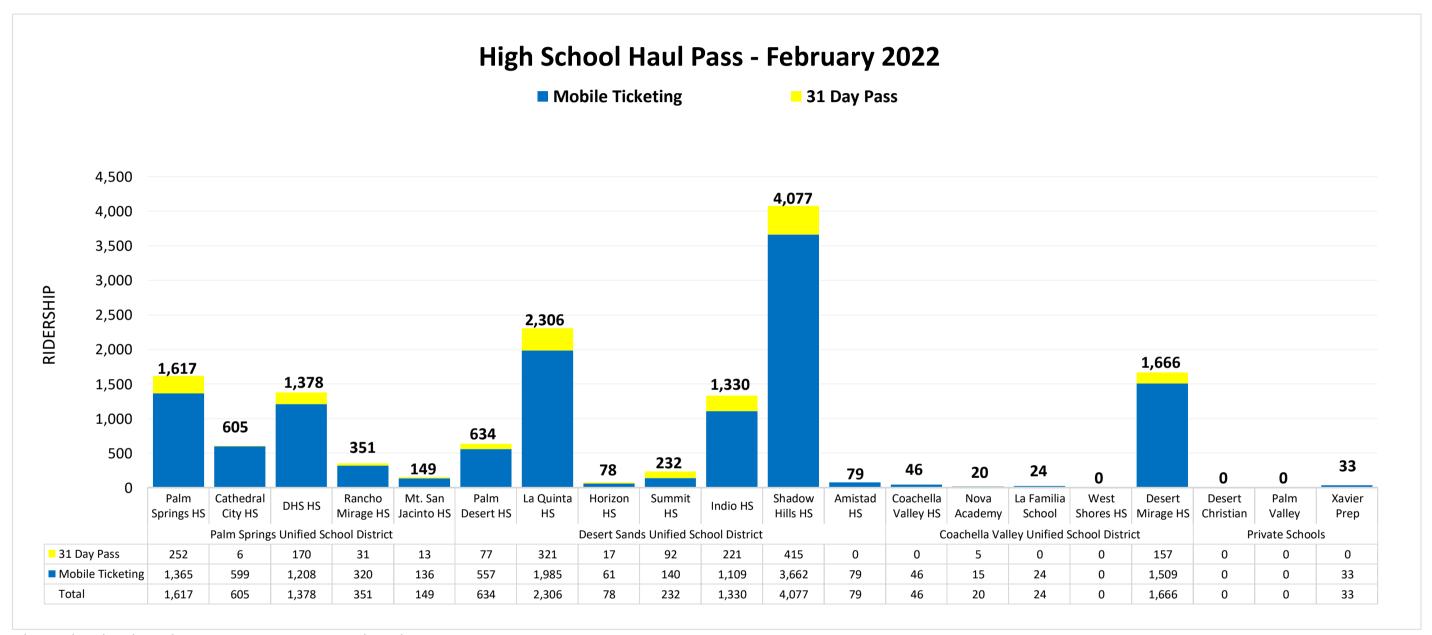
The Haul Pass CSUSB program was introduced in September 2019.

This chart represents monthly ridership on the Haul Pass CSUSB.

Haul Pass CSUSB contributed with 1,064 rides from 159 unique riders and a total of 824 rides from the Route 10.

On Sunday, May 2, 2021, SunLine resumed fare collection. May 2021 was the first month to have data available for FY21.

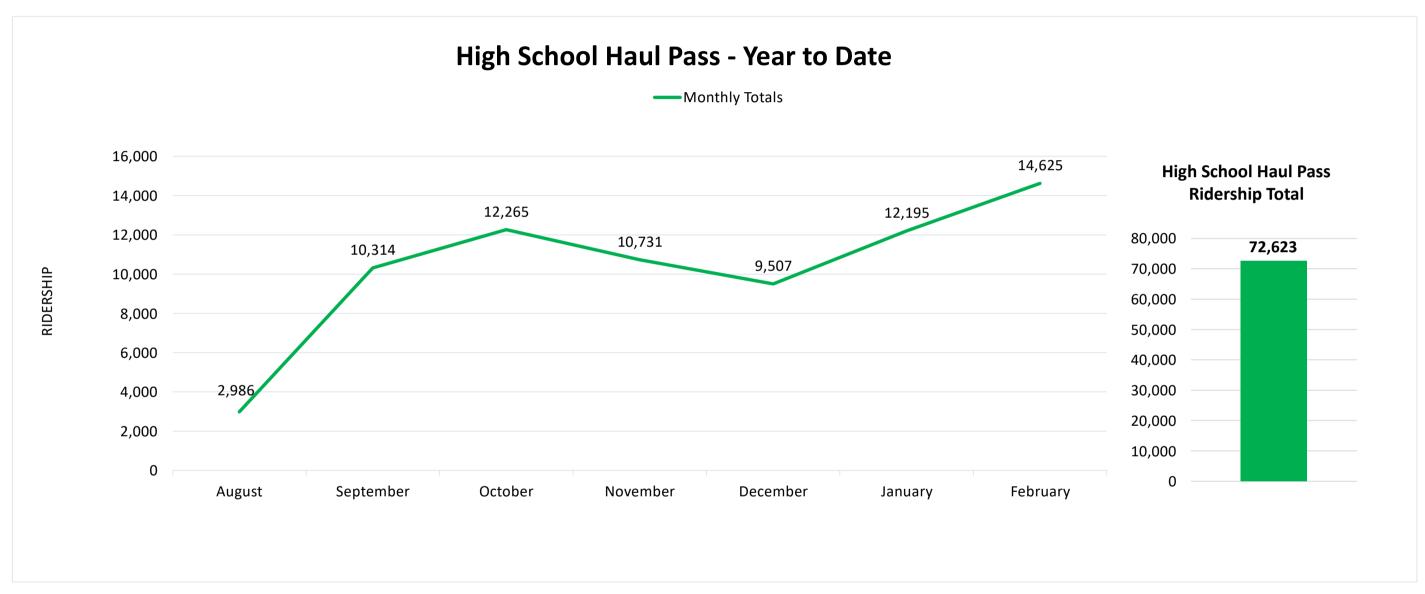
On October 17, 2021, SunLine commenced operations under Level 2.



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

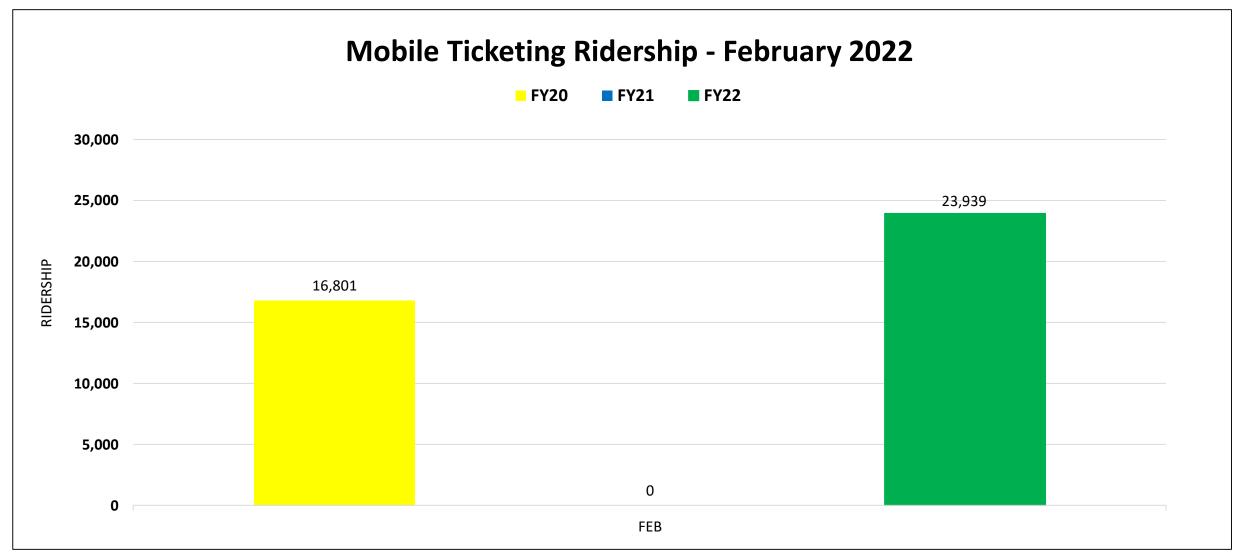
This chart represents monthly ridership by school for the High School Haul Pass.

The total active users as of February 2022 are 1,743 using the High School Haul Pass.



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

This chart represents monthly ridership comparison for the High School Haul Pass.



This chart represents all monthly mobile ticketing usage based on the Token Transit app data.

The total for February 2022 includes 178 paratransit mobile tickets. A total of 1,490 unique users used mobile ticketing in the month of February.

On Sunday, May 2, 2021, SunLine resumed fare collection. May 2021 was the first month to have data available for FY21.

On October 17, 2021, SunLine commenced operations under Level 2.

# **SunLine Transit Agency**

# **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Finance/Audit Committee

**Board of Directors** 

RE: Board Member Attendance for February 2022

# Summary:

The attached report summarizes the Board of Directors' attendance for fiscal year to date February 2022.

# **Recommendation:**

Receive and file.

FY 21/22		Board Member Matrix Attendance												
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total Meetings	Total Attended
Desert Hot Springs	Х		X	Χ		Х	Χ	Χ					10	6
Palm Desert	Х		Χ	X		Х	Χ	Χ					10	6
Palm Springs	Х		Χ	X		Х	Χ	Χ					10	6
Cathedral City	Х		X	Χ		Х	Χ	Χ					10	6
Rancho Mirage	Х		X	Χ		Х	Χ	Χ					10	6
Indian Wells	Х		Χ			Х	Χ	Χ					10	5
La Quinta	Х		Χ	Х		Х	Χ	Χ					10	6
Indio	Х		Χ	Х		Х	Χ	Χ					10	6
Coachella	Х		Χ	Х		Х	Χ	Χ					10	6
County of Riverside	Х		Χ	Х		Х	X	Х					10	6

# X - ATTENDED (Primary/Alternate) DARK —

# **SunLine Services Group**

# **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Taxi Committee

**Board of Directors** 

RE: Checks \$1,000 and Over Report for January 2022

# Summary:

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

# **Recommendation:**

Receive and file.

# SunLine Regulatory Administration Checks \$1,000 and Over January 2022

Vendor Filed As Name SUNLINE TRANSIT AGENCY SUNLINE TRANSIT AGENCY	<b>Description</b> Payroll Liabilities 01/07/22 and SRA Overhead Dec 2020 Payroll Liabilities 01/21/22 and SRA Overhead Jan 2022	Check # 91006 91010	Payment Date 01/13/2022 01/26/2022	Payment Amount 7,830.58 7,830.58
Total Checks Over \$1,000 Total Checks Under \$1,000	\$15,661.16 \$3,303.46			
Total Checks	\$18,964.62			

# **SunLine Services Group**

# **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Taxi Committee

**Board of Directors** 

RE: Monthly Budget Variance Report for January 2022

# 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 1/12<sup>th</sup> of the annual budget. The FYTD budget values for the month of January 2022 are equal to 7/12<sup>ths</sup> of the yearly budget.

Year to Date Summary

- As of January 31, 2022, the organization's revenues are \$21,837 or 21.37% above the FYTD budget.
- As of January 31, 2022, expenditures are \$24,249 or 23.73% below the FYTD budget.
- The net FYTD operating gain (loss) after expenses is \$46,086.

# Recommendation:

Receive and file.

# SunLine Regulatory Administration Budget Variance Report January 2022

		. ———	Current Month	1	Year to Date				
Description	FY22 Total Budget	Actual	Budget	Positive (Negative)	FYTD Actual	FY22 FYTD Budget	Positive (Negative)	Percentage Remaining	
Revenues:		_							
Revenue Fines	1,500	50	125	(75)	1,650	875	775	-10.0%	
New Driver Permit Revenue	750	150	63	88	600	438	163	20.0%	
Taxi Business Permit	96,000	7,999	8,000	(1)	56,001	56,000	1	41.7%	
Driver Transfer Revenue	250	-	21	(21)	500	146	354	-100.0%	
Driver Renewal Revenue	1,000	250	83	167	1,375	583	792	-37.5%	
Driver Permit Reinstatement/Replacement	50	-	4	(4)	10	29	(19)	80.0%	
Vehicle Permit Revenue	73,620	5,828	6,135	(307)	62,239	42,945	19,294	15.5%	
Other Revenue	500	-	42	(42)	1,645	292	1,353	-229.0%	
Operator Application Fee	1,500	-	125	(125)	-	875	(875)	100.0%	
Total Revenue	175,170	14,277	14,598	(320)	124,020	102,183	21,837	29.2%	
Expenses:		•		_				_	
Salaries and Wages	54,367	2,230	4,531	2,301	28,500	31,714	3,214	47.6%	
Fringe Benefits	46,865	4,459	3,905	(554)	37,372	27,338	(10,034)	20.3%	
Services	52,015	463	4,335	3,871	2,424	30,342	27,918	95.3%	
Supplies and Materials	4,193	262	349	87	1,444	2,446	1,002	65.6%	
Utilities	5,416	451	451	-	3,159	3,159	-	41.7%	
Casualty and Liability	5,489	457	457	-	3,202	3,202	-	41.7%	
Taxes and Fees	100	-	8	8	-	58	58	100.0%	
Miscellaneous	6,725	84	560	476	1,832	3,923	2,091	72.8%	
Total Expenses	175,170	8,408	14,598	6,190	77,934	102,183	24,249	55.5%	
Total Operating Surplus (Deficit)	\$ -	\$ 5,869			\$ 46,086	_			

#### **Budget Variance Analysis - SunLine Regulatory Administration**

#### Revenue

- The positive variance in revenue is primarily attributed to an increase in permitted vehicles.
- As of FYTD22, there is an increase of 25,208 taxi trips compared to FYTD21.

#### **Taxi Trips**

	FY21-January	FY22-January	Variance	%∆
Trips	7,195	11,334	4,139	57.5%

#### Taxi Trips

	FYTD-FY21	FYTD-FY22	Variance	%∆
Trips	55,194	80,402	25,208	45.7%

#### **Salaries and Wages**

• Wage expenses are within an acceptable range of the budget.

#### **Fringe Benefits**

• The unfavorable amount in fringe benefit expenses is attributed to fewer than anticipated expense allocations to SunLine Transit Agency

#### Services

• The positive balance in services is primarily attributed to fewer than anticipated legal expenses.

#### **Supplies and Materials**

• Material and supply expenses are within an acceptable range of the budget.

#### Utilities

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

#### **Casualty and Liability**

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

#### **Taxes and Fees**

• The favorable balance is attributed to fuel tax savings related to SRA staff not utilizing vehicle.

#### Miscellaneous

• The positive variance in miscellaneous expenses are attributed to savings in travel and membership fees which have not yet been incurred

# **SunLine Services Group**

## **CONSENT CALENDAR**

DATE: March 23, 2022 RECEIVE & FILE

TO: Taxi Committee

Board of Directors

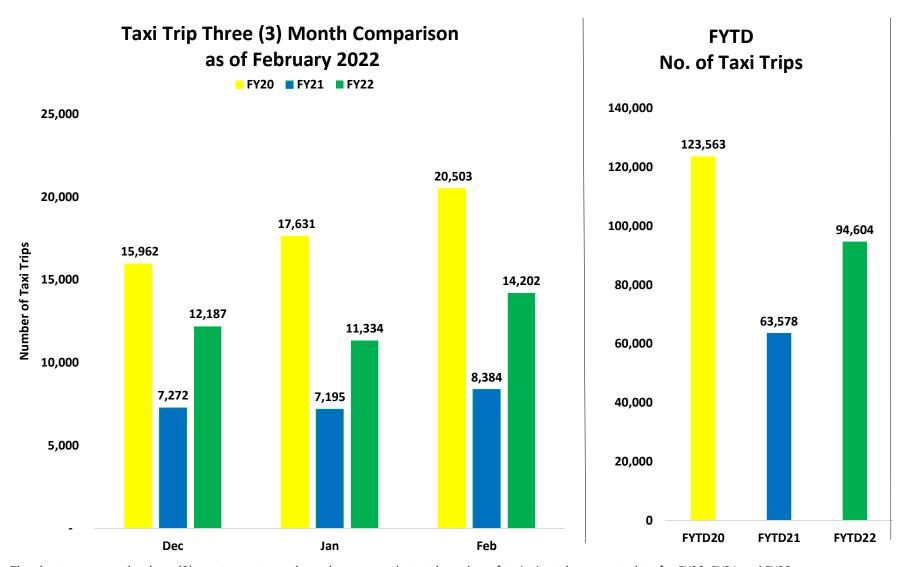
RE: Taxi Trip Data – February 2022

# 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. There were 5,818 more taxi trips in February 2022 compared to February 2021. The increase in trips for February 2022 is mainly attributed to an increase in demand following relaxed COVID-19 travel restrictions. There were 31,026 more taxi trips for FYTD22 compared to FYTD21.

# Recommendation:

Receive and file.



The chart compares the three (3) most recent months and measures the total number of taxi trips taken year to date for FY20, FY21 and FY22.

# SunLine Transit Agency SunLine Services Group

#### **CONSENT CALENDAR**

DATE: March 23, 2022 ACTION

TO: Board of Directors

FROM: Eric Vail. General Counsel

Lauren Skiver, CEO/General Manager

RE: Adoption of Resolution to Continue Teleconference Meetings

## Recommendation

Recommend that the Board of Directors reconsider the circumstances of the COVID-19 state of emergency, and adopt a resolution finding that the state of emergency continues to directly impact the ability of the Board to meet safely in person.

# Background

At the March 25, 2020 Board of Directors meeting, in response to the COVID-19 health emergency that federal, state and local governments are all addressing, SunLine Transit Agency and SunLine Services Group proclaimed an emergency situation as outlined in Resolution No. 0775. Over the last twenty-three months, the Board has continuously evaluated the resolution and made decisions regarding the need to extend the declaration.

SunLine's Board and Committee meetings have been conducted pursuant to the Governor's Executive Orders N-29-20 and N-08-21 suspending certain provisions of the Brown Act and permitting the use of teleconferencing for members of the body and the public. Those Executive Orders expired on September 30, 2021. In their place, the Governor signed AB 361, which went into effect on October 1, 2021. AB 361 amended the Brown Act to permit members of a legislative body to teleconference into a meeting during a state of emergency proclaimed by the Governor. Teleconferencing by members of the body under AB 361 can be done without having to comply with the requirement that the agenda list the location where members will be teleconferencing from, posting an agenda at that location, and allowing members of the public to attend the meeting from the teleconference location.

To teleconference under AB 361, the legislative body must make findings that either:

- a) State or local officials are imposing or recommending measures to promote social distancing, or
- b) "As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees."

If a teleconference meeting is held under AB 361, the body must reconsider the circumstances every 30 days and make new findings to support the need to continue to teleconference under AB 361.

The Board adopted Resolution No. 0787 authorizing Board and Committee meetings to be held via teleconference under AB 361 at its October 27, 2021 meeting. AB 361 requires the Board to reconsider the circumstances of the state of emergency every 30 days and determine that either i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or (ii) State or local officials continue to impose or recommend measures to promote social distancing. The Board reconsidered the circumstances of the state of emergency at its December 1, 2021, January 22, 2022, and February 23, 2022 meetings and adopted resolutions authorizing the continued use of teleconferencing to conduct meetings.

The proposed resolution makes the finding that the state of emergency continues to directly impact the ability of the members to meet safely in person.

# Financial Impact

As SunLine is already implementing teleconferencing for Board and Committee meetings, there is no anticipated additional cost associated with continuing to teleconference.

#### Attachment:

Item 9Ma – Resolution No. 0792

#### **RESOLUTION NO. 0792**

A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF SUNLINE TRANSIT AGENCY AND SUNLINE SERVICES GROUP AUTHORIZING THE BOARD OF DIRECTORS AND ITS COMMITTEES TO CONTINUE TO IMPLEMENT TELECONFERENCING FOR CONDUCTING PUBLIC MEETINGS PURSUANT TO AB 361

**WHEREAS**, on March 4, 2020, the Governor of California proclaimed a State of Emergency to exist in California as a result of the threat of novel coronavirus disease 2019 (COVID-19); and

WHEREAS, on March 12, 2020, the Governor of California executed Executive Order N-25-20 which suspended and modified specified provisions in the Ralph M. Brown Act (Government Code Section § 54950 *et seq.*) and authorized local legislative bodies to hold public meetings via teleconferencing and to make public meeting accessible telephonically or otherwise electronically to all members of the public seeking to observe and address the local legislative body; and

**WHEREAS,** on March 17, 2020, the Governor of California executed Executive Order N-29-20 which superseded and replaced the provisions of Executive Order N-25-20 related to the Brown Act and teleconferencing; and

**WHEREAS,** on June 11, 2021, the Governor of California executed Executive Order N-08-21 which extended the provisions of Executive Order N-29-20 concerning teleconference accommodations for public meetings through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor of California signed into law Assembly Bill 361 amending Government Code § 54953 and permitting members of a legislative body to teleconference into a meeting without having to comply with the requirements of subdivision (b)(3) Government Code § 54953 during a proclaimed state of emergency if a) State or local officials are imposing or recommending measures to promote social distancing, or b) the body finds that "as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees;" and

**WHEREAS**, AB 361 imposes requirements to ensure members of the public are able to attend and participate in public meetings of a legislative body conducted via teleconference, including:

- Notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option;
- The legislative body shall take no further action on agenda items when there is a disruption
  which prevents the public agency from broadcasting the meeting, or in the event of a
  disruption within the local agency's control which prevents members of the public from
  offering public comments, until public access is restored;
- Prohibits the legislative body from requiring public comments to be submitted in advance
  of the meeting and specifies that the legislative body must provide an opportunity for
  members of the public to address the legislative body and offer comments in real time;

 Prohibits the legislative body from closing the public comment period until the public comment period has elapsed or until a reasonable amount of time has elapsed; and

**WHEREAS**, the Board of Directors adopted Resolution No. 0787 at its October 27, 2021 meeting making the findings required by AB 361 and authorizing Board of Director and Committee meetings to be held via teleconference; and

WHEREAS, pursuant to Government Code § 54953(e)(3), a legislative body that holds a meeting via teleconference pursuant to AB 361 must reconsider the circumstances of the state of emergency and make findings every 30 days to continue to meet via teleconference.

**THEREFORE, BE IT RESOLVED** by the Board of Directors of Sunline Transit Agency and Sunline Services Group, as follows (collectively "Board of Directors"):

<u>SECTION 1</u>. The Board of Directors hereby declares that the recitals set forth above are true and correct, and incorporated into this resolution as findings of the Board of Directors.

SECTION 2. The Sunline Transit Agency continues to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), and/or County of Riverside, as applicable. Based upon that guidance, in person attendance indoors at public meetings continues to present an imminent risk to the health and safety of attendees and those attendees have close contact with after attending a meeting in person. The Board of Directors desire to ensure that all persons desiring to attend public meetings may do so in a manner that protects the health and safety of the attendees, their families and other close contacts. While COVID-19 cases have dropped significantly in recent weeks, there are still members of the community to whom COVID-19 presents significant health risks, including the immunocompromised, the elderly, and those with underlying medical concerns. Teleconferencing will provide increased meaningful participation options for both members of the legislative body and members of the public in a manner that protects the health and safety of the attendees, their families and other close contacts.

<u>SECTION 3.</u> The Board of Directors hereby declare that, pursuant to the findings in Sections 1 and 2, the Board of Directors has reconsidered the circumstances of the state of emergency determined that it continues to directly impact the ability of the members to meet safely in person. The Board of Directors hereby authorizes the Board and its Committees to continue to meet via teleconference under AB 361 through December 2022, subject to the requirement that the required findings be made every 30 days.

<u>SECTION 4.</u> If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

SECTION 5. This Resolution shall become effective immediately upon adoption.

**PASSED, APPROVED AND ADOPTED**, at a meeting of the Board of Directors of Sunline Transit Agency and Sunline Services Group on this 23rd day of March, 2022.

	Glenn Miller Chairperson of the Board	_
ATTEST:		
Edith Hernandez Clerk of the Board		
APPROVED AS TO FORM:		
Eric S. Vail General Counsel		

STATE OF CALIFORNIA COUNTY OF RIVERSIDE	) ) ss.
SUNLINE TRANSIT AGENCY	)
hereby certify that Resolution No	rd of Sunline Transit Agency and Sunline Services Group, was adopted by the Board of Directors of the Sunline Group at a regular meeting held on the 23rd day of March, d by the following vote:
AYES: NOES: ABSTAIN: ABSENT:	
	EDITH HERNANDEZ
	CLERK OF THE BOARD

# SunLine Transit Agency SunLine Services Group

#### **CONSENT CALENDAR**

DATE: March 23, 2022 ACTION

TO: Board of Directors

FROM: Eric Vail, General Counsel

Lauren Skiver, CEO/General Manager

RE: Review Declaration of Emergency by the Board of Directors

# Recommendation

Recommend that the Board of Directors review the declaration of emergency set forth in Board approved Resolution No. 0775 and make no changes at this time.

# **Background**

At the March 25, 2020 Board of Directors meeting, in response to the COVID-19 health emergency that federal, state and local governments are all addressing, SunLine Transit Agency and SunLine Services Group proclaimed an emergency situation as outlined in Resolution No. 0775 (attached). Over the last twenty-four months, the Board has continuously evaluated the resolution and made decisions regarding the need to extend the declaration. The Board last reviewed the emergency declaration at its January 26, 2022 meeting and made no changes.

Staff's recommendation is to continue the declaration of emergency through the May Board meeting, May 25, 2022, and reevaluate at that time.

# Financial Impact

There is no financial impact to keep the resolution in place.

#### Attachment:

• Item 9Na – Resolution No. 0775

# SUNLINE TRANSIT AGENCY

#### **RESOLUTION NO. 0775**

A JOINT RESOLUTION OF THE SUNLINE TRANSIT
AGENCY BOARD OF DIRECTORS AND SUNLINE
SERVICES GROUP BOARD OF DIRECTORS
PROCLAIMING THE EXISTENCE OF AN EMERGENCY
SITUATION AND LOCAL EMERGENCY DUE TO THE
WORLDWIDE SPREAD OF COVID-19

WHEREAS, California Government Code ("CGC") Section 54956.5 authorizes the SunLine Transit Agency Board of Directors and SunLine Services Group Board of Directors (collectively referenced to hereinafter as "SunLine") to hold emergency meetings on shortened notice to address emergency situations as determined by a majority of the Board of Directors; and,

WHEREAS, California Government Code Section 54954.2 authorizes the Board of Directors to take actions not listed on the agenda, where deemed necessary by a majority of the Board of Directors to address emergency situations; and,

WHEREAS, from January 2020 through March 2020, COVID-19 spread throughout the world, with over 156,000 confirmed cases of individuals contracting COVID-19, and approximately 6,000 confirmed cases of individuals dying from COVID-19; and,

WHEREAS, on March 4, 2020, Governor Newsom of the State of California declared a State of Emergency in response to the COVID-19 (Corona Virus Disease 19); and,

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of Riverside proclaimed the existence of a local emergency for all of Riverside County in response to the outbreak of the COVID-19 in California and in Riverside County; and,

WHEREAS, on March 11, 2020 the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and,

WHEREAS, on March 11, 2020 the President of the United States imposed certain travel bans and limitations in response to COVID-19; and

WHERAS, on March 12, 2020 Governor Newsom of the State of California issued Executive Order N-25-20, superseded by Executive Order N-29-20 on March 18, 2020, in a further effort to confront and contain COVID-19 that among other things suspended certain provision of the Ralph M. Brown Act providing local agencies with greater flexibility to hold meetings via teleconferencing; and,

WHEREAS, on March 13, 2020, the Centers for Disease Control and Prevention ("CDC") had confirmed 2,726, cases of COVID-19 in the United States, with 55 cases resulting in death, within the United States, including California; and,

WHEREAS, on March 13, 2020, the President of the United declared a National Emergency due to the continue spread and the effects of COVID-19; and,

WHEREAS, the State of California and numerous Counties, School Districts and other local governmental agencies as well as private entities have announced the cancellation or postponement of all events where social distancing cannot be reasonably achieved; and,

WHEREAS, on March 13, 2020 Dr. Cameron Kaiser, Public Health Officer of the County of Riverside closed all Riverside County public Schools, regular classes, and school activities from March 16 through April 3, 2020; and,

WHEREAS, in response to the COVID-19 pandemic SunLine reasonably anticipates that SunLine will be required to utilize physical, personnel, and financial resources of SunLine and to take action to limit the spread of COVID-19 within the territorial jurisdiction of SunLine in order to provide for the safety of persons served by SunLine, and to provide continuity of essential services provided by SunLine; and,

WHEREAS, SunLine is actively providing support to those impacted by COVID-19 and cooperating with State, Federal and County in their response to the pandemic; and.

WHEREAS, SunLine reasonably anticipates both asking for mutual aid from, and providing mutual aid to, other communities who are addressing the spread and effects of COVID-19 which will require SunLine to utilize the physical, personnel, and financial resources of SunLine Transit Agency.

# NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED BY THE BOARD OF DIRECTORS OF SUNLINE TRANSIT AGENCY AS FOLLOWS:

Section 1. That the above recitals are true and correct and based thereon, SunLine hereby finds that the spread of COVID-19 constitutes a situation that severely impairs the public health and safety within SunLine and constitutes conditions of extreme peril to the safety of persons and property of SunLine.

Section 2. That, as authorized in CGC Sections 8630 and 54956.5. and based on the foregoing finding, an "emergency" as defined in CGC Section 54956.5(a) and a "local emergency" as defined in CGC Section 8558(c) hereby exists within the territorial jurisdiction of SunLine and is deemed to continue to exist, and shall

be reviewed at least once every 60 days, until its termination is proclaimed by the Board of Directors.

Section 3. That SunLine will utilize, to the extent reasonably feasible and appropriate, the ability to conduct its Board of Director meetings, and all committee meetings via teleconferencing and other electronic means to permit Board Members and members of the public to adopt social distancing to the greatest extent possible while still proceeding with the efficient handling of SunLine's business in compliance with California Executive Order N-29-20.

ADOPTED THIS 25<sup>th</sup>DAY OF March, 2020

ATTEST:

Brittney B. Sowell
Clerk of the Board
SunLine Transit Agency
SunLine Services Group

Kathleen Kelly

Chairperson of the Board SunLine Transit Agency SunLine Services Group

APPROVED AS TO FORM:

General Counsel

Eric Vail

STATE OF CALIFORNIA	) ) ss.
COUNTY OF RIVERSIDE	) 55.
Transit Agency, do hereby ce	VELL, Clerk of the Board of Directors of the SunLine ertify that Resolution No. <u>0175</u> was adopted at a oard of Directors held on the <u>25***</u> day of y the following vote:
AYES: NO	
NOES: Ø	
ABSENT: Ø	
ABSTAIN:	
IN WITNESS WHEREOF, I I	Brittney B. Sowell Clerk of the Board SunLine Transit Agency SunLine Services Group

# **SunLine Transit Agency**

DATE: March 23, 2022 ACTION

TO: Finance/Audit Committee

**Board of Directors** 

FROM: Brittney Sowell, Chief of Staff

RE: Agreement with Resonate & Thrive Associates, LLC

# Recommendation

Recommend that the Board of Directors grant authority to the CEO/General Manager to execute a modification to the existing agreement with Resonate & Thrive Associates, LLC in an amount not to exceed \$40,000 for organizational development consulting services.

## **Background**

Resonate & Thrive Associates, LLC has been doing work with SunLine Transit Agency this past fiscal year by providing organizational development consultation and training. The modification to the agreement expands on the scope of services to broaden the amount of staff involved in the respective training and coaching sessions.

Some of the session topics that are available include productive conflict, unconscious bias/inclusion, and lateral thinking. The amended agreement includes the opportunity for "Train the Trainer" topics that provide both slide decks and handouts which will help empower the leadership team, managers and supervisors to teach the content to the broader SunLine workforce.

# **Financial Impact**

The cost of this modification is an amount not to exceed \$40,000 and will be made available by reallocating funds in this year's operating budget and programming it accordingly in the FY23 operating budget.

# **SunLine Transit Agency**

DATE: March 23, 2022 ACTION

TO: Finance/Audit Committee

**Board of Directors** 

FROM: Rudy Le Flore, Chief Project Consultant

RE: Mobile Hydrogen Fueling System

# Recommendation

Recommend that the Board of Directors authorize the CEO/General Manager to negotiate and execute an agreement to purchase a mobile hydrogen fueling system from NICE America Research Inc. (NICE) in an amount not to exceed \$3,700,000, subject to the review and approval as to form by SunLine's General Counsel.

## **Background**

NICE has produced a hydrogen fueling system that is cutting edge in its operational efficiency and is the only unit of its kind in the nation. Recently, SunLine concluded a 3-month project demonstration utilizing this unit at its Indio facility. This unit has also been successfully demonstrated at a site in the Midwest. The demonstration project showcased the ability of the NICE unit to fuel SunLine's fleet with efficiency and reliability. Moreover, the NICE unit performed to the satisfaction of SunLine's operational and maintenance staff.

Based on its operational capabilities, this unit is considered key in being able to utilize and deploy zero-emission vehicles in service in the eastern Coachella Valley. SunLine was offered the opportunity to purchase the unit at a discounted price. Because of its successful demonstration, staff recommends the purchase of this unit. The acquisition of this unit will improve the resiliency of SunLine's hydrogen program.

The package offered to SunLine comes with a one-year warranty, three years of maintenance support, and engineering support to help with general installation.

SunLine has performed a price analysis comparing the NICE unit to comparable commercial units and concluded that the price was fair and reasonable. The comparable units utilize older technologies but have the same storage and throughput as the NICE unit.

# Financial Impact

SunLine has programmed the purchase of this unit in the FY23 SRTP utilizing capital funds.

# **SunLine Services Group**

DATE: March 23, 2022 ACTION

TO: Taxi Committee

**Board of Directors** 

FROM: Michal Brock, Taxi Administrator

RE: Resolution No. 093 Setting Taxicab Permitting Fees & Installment

**Payment Plan** 

# **Recommendation**

Recommend that the Board of Directors approve the attached Resolution No. 093 which sets taxicab permitting fees and a 12-month installment payment plan effective July 1, 2022 through June 30, 2023.

## **Background**

Based on staff analysis, the local taxi industry is slowly recovering from the impact that the COVID-19 pandemic has had on our local businesses. In an effort to continue assisting the local taxicab industry in recovering from the pandemic, staff proposes no change to the Fiscal Year 2023 (FY23) regulatory fees. Installment plans for the annual business permit and vehicle permits are planned to remain in place.

The proposed fee schedule is based on allowable fees, per Government Code 53075.75, to be charged to taxicab businesses to recover the costs of carrying out an ordinance in regard to taxicab transportation services.

# **Financial Impact**

The proposed fee schedule is expected to create a balanced FY23 budget to carryout SRA's regulatory mandate.

#### Attachment:

• Item 12a – SunLine Services Group Resolution No. 093

# **SUNLINE SERVICES GROUP**

#### **RESOLUTION NO. 093**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUNLINE SERVICES GROUP, CALIFORNIA, ADOPTING FEES FOR TAXICAB SERVICES WITHIN THE COACHELLA VALLEY

**WHEREAS**, the County of Riverside and the Coachella Valley cities comprising the joint powers agency known as SunLine Services Group (SSG) desire to provide for the orderly, efficient, and safe operation of taxicab services within the Coachella Valley;

WHEREAS, SSG and its Board of Directors is authorized pursuant to Government Code Section 53075.5 to levy by resolution, fees in an amount sufficient to pay for the costs of carrying out Ordinance No. 2021-01 regulating taxicab services within the Coachella Valley; and

**WHEREAS**, the Board of Directors hereby finds that the fees established herein are imposed solely to recover the actual and reasonable costs of regulating taxicabs within the Coachella Valley, and therefore is not a tax under Article 13C, Section 1 of the California Constitution.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of SunLine Services Group that:

- 1. Definitions. The following terms shall have the meanings ascribed to them below. Terms that are not specifically defined below shall have the meaning provided for in Ordinance No. 2021-01:
  - 1.1 ALT FUEL means alternative fuel vehicles that use Compressed Natural Gas (CNG), Biodiesel or Ethanol (E 85) fuel bonds to operate.
  - 1.2 BUSINESS PERMIT means the permit issued by SSG to a business authorizing the business to operate taxicab services in the jurisdictional boundaries of SSG as provided for in Ordinance No. 2021-01.
  - 1.3 DRIVER PERMIT means the permit issued by SSG to an individual person authorizing the individual to control and manage a taxicab as provided for in Ordinance No. 2021-01.
  - 1.4 HYBRID means Hybrid Electric/Gas Vehicle (HEV) and Plug-in Electric Gas Hybrid Vehicle (PHEV)
  - 1.5 VEHICLE PERMIT FEE means a non-transferrable authorization to drive or operate a vehicle in an authorized taxicab transportation

- service within the jurisdictional boundaries of SSG, whether as owner, lesser, lessee or otherwise.
- 1.6 WAV means the wheelchair accessible vehicle that has the ability to load wheelchair users safely and without the need for the wheelchair user to leave their wheelchair.
- 1.7 ZERO EMISSION means Electric Vehicles (EV) and Hydrogen-Powered Fuel-Cell Vehicles (FCEV)
- 2. As a condition precedent to issuance of a permit as authorized by SSG Ordinance 2021-01, all applicable fees shall be paid in full at the time an application has been approved, unless otherwise provided for in Section 3 of this Resolution. The following fees shall be charged for the administration and regulation of taxicab services within the Coachella Valley:

New Taxicab Business Application Fee	\$	1,000.00
Annual Taxicab Business Permit Renewal Application Fee	\$	500.00
Annual Taxicab Business Permit	\$ :	32,000.00
Business Permit Reinstatement Fee	\$	10,000.00
New Driver Permit	\$	75.00
Driver Permit Renewal	\$	25.00
Driver Permit Transfer Fee	\$	25.00
Driver Permit Reinstatement Fee	\$	25.00
Driver Permit Replacement	\$	10.00
Annual Vehicle Permit Fee (Gasoline/Diesel)	\$	1,650.00
Annual Vehicle Permit Fee (Hybrid/Alt Fuel)	\$	850.00
Annual Vehicle Permit Fee (WAV/Zero Emission)	\$	200.00
Vehicle Permit Fee, Reinstatement	\$	65.00
Appeal Fee	\$	100.00
Taxicab Distinct Appearance Determination Appeal Fee	\$	1,200.00

- 3. Installment Payments.
  - 3.1 The Board of SSG hereby authorizes the Taxi Administrator to accept payments of the "Annual Taxicab Business Permit" fee in 12 monthly installments, beginning July 1, 2022 through June 1, 2023, for a total of \$32,000.00, with the initial installment payment being due as a condition precedent to issuance of such permit.
  - 3.2 The Board of SSG hereby authorizes the Taxi Administrator to accept payments of "Annual Vehicle Permit" fees in 12 monthly installments, beginning July 1, 2022 through June 1, 2023. Installment payments for "Annual Vehicle Permit" fees must meet the following requirements:
    - (a) Each permitted taxi business must provide a list of taxicabs to be included in the installment plan no later than June 15, 2022.

- (b) Taxicabs permitted after June 15, 2022 will be due in full; prorated for the remainder of the fiscal year.
- (c) If a vehicle is permanently taken out of service with a balance due to SSG of the Vehicle Permit Fee for the year, such fee shall become immediately due and payable.
- 3.3 Installment payments shall be due on the first day of the month.
- 4. Late Payments.
  - 4.1 A payment is late if not paid on or before the first day of each month. Late payments impose a late payment fee of \$25.00 per day that the payment is delinquent, not to exceed \$1,000.00.
- 5. This Resolution shall take effect July 1, 2022.

ADOPTED this 23rd day of March, 2022.

ATTEST:	
Edith Hernandez Clerk of the Board	Glenn Miller
SunLine Services Group	Chairperson of the Board SunLine Services Group
APPROVED AS TO FORM:	
Eric S. Vail General Counsel	

	Edith Hernandez Clerk of the Board SunLine Services Group
IN WITNESS WHEREOF, I have, 20	hereunto set my hand this day of
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	
I, EDITH HERNANDEZ, Clerk of the Group, do hereby certify that Resolution No. of the Board of Directors held on thefollowing vote:	Board of Directors of the SunLine Services  was adopted at a regular meeting day of, 20, by the
COUNTY OF RIVERSIDE )	
STATE OF CALIFORNIA ) ) ss.	

# **SunLine Transit Agency**

DATE: March 23, 2022 ACTION

TO: Board of Directors

FROM: Vanessa Mora, Chief Safety Officer

RE: Approval of the Memorandum of Understanding (MOU) with

International Brotherhood of Teamsters (Teamsters), Local 1932

## Recommendation

Recommend that the Board of Directors approve the MOU between SunLine Transit Agency and International Brotherhood of Teamsters (Teamsters), Local 1932, and authorize the CEO/General Manager to execute the MOU on behalf of SunLine.

# **Background**

The negotiations kickoff meeting between SunLine's Negotiation Team and the Teamsters occurred on July 1, 2021 and included an exchange of introductions, the scheduling of future negotiation session dates, and the establishment of negotiation ground rules.

The first official day of negotiations occurred on July 23, 2021, wherein SunLine and Teamsters exchanged proposals and interests lists. Thereafter, negotiations continued for 16 sessions, and, on the morning of March 4, 2022, SunLine and Teamsters reached full tentative agreement. This tentative agreement was subsequently ratified by Teamsters members on March 12, 2022 and, subject to approval by the SunLine Board, will be a two (2) year contract, commencing on March 24, 2022 and expiring on June 30, 2024.

This new agreement will establish various work-related rules, including: a progressive discipline matrix to reduce late sign-in arrivals and absences; a development of discipline and grievance procedures, including a selection for arbitrators through the California State Conciliation Service (CSCS); and a protocol for determining how employees select work shifts.

The first year of the agreement provides a 2.5% wage increase to all Teamsters union members, retroactive to July 1, 2021. The second year of the agreement provides a wage increase of 3.5% beginning the first day of the full pay period of July 2022. Finally, the third year of the agreement provides a wage increase of 2.5% beginning the first day of the first full pay period of July 2023. Moreover, the agreement provides for a

one-time, up front sign-on bonus of \$500 to be paid within three (3) pay periods of MOU execution.

A copy of the final MOU is attached to this item for reference.

# Financial Impact

Approval of this action will result in a total estimated expense increase of \$85,714 in FY22, \$144,186 in FY23 and \$207,005 in FY24. The financial impact for the first year has been included in the FY22 budget request.

#### Attachment:

• Item 14a – Teamsters MOU

# MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

# SUNLINE TRANSIT AGENCY

AND

# TEAMSTERS LOCAL 1932

March 24, 2022 through June 30, 2024





# MEMORANDUM OF UNDERSTANDING BETWEEN

# SUNLINE TRANSIT AGENCY AND

**TEAMSTERS LOCAL 1932** 

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### ARTICLE 1 RECOGNITION

- 1. SUNLINE hereby recognizes the International Brotherhood of Teamsters, Local Union No. 1932 (TEAMSTERS) as the exclusive representative of the following three bargaining units for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment:
  - 1.1 <u>Transportation Unit</u>: consisting of the following positions: Field Supervisor, Fixed Route Controller, Para Transit Controller, Paratransit Reservationist, and Customer Service Representative.
  - 1.2 <u>Safety Unit</u>: consisting of the following positions: Safety Officer and Transit Trainer.
  - 1.3 <u>Finance Unit</u>: consisting of the following positions: Accounting Technician, Accounting Technician II, Accounting Clerk, Coin Counter, Grants Analyst, Senior Accountant, Contracts Assistant, Procurement Specialist, and Materials and Inventory Technician and Materials and Inventory Supervisor.
- 2. The number of positions in each position will vary in accordance with SUNLINE's requirements and will be established by SUNLINE.
- 3. Assignment of personnel to each position and between these positions will be made by SUNLINE.
- 4. For purposes of administering the terms and provisions of this Collective Bargaining Agreement ("Agreement"):
  - 4.1 Management's principal authorized agent shall be SUNLINE's Chief Executive Officer/General Manager or his or her duly authorized representative 32505 Harry Oliver Trail, Thousand Palms, CA 92276; (760) 343-3456.
  - 4.2 TEAMSTERS's principal authorized agent shall be its Business Agent (c/o TEAMSTERS, 433 N. Sierra Way, San Bernardino CA 92410; (909) 889-8377).

### ARTICLE 2 TERM

From April 24, 2022 to June 30, 2024.

### ARTICLE 3 FULL UNDERSTANDING, MODIFICATION, SEVERABILITY, DISCUSSION

3.1 The parties agree that this Agreement constitutes the full and final agreement of the parties on all subjects covered in this Agreement.

- 3.2 Neither party waives any of its rights or obligations under existing state or federal law, with regard to their duty to negotiate over subjects not covered in this Agreement.
- 3.3 Any employment policy, practice, and the Employee Handbook, are incorporated into this Agreement, unless otherwise stated herein. In the event of a conflict between this Agreement and an existing policy and/or practice, this Agreement shall govern.
- 3.4 SUNLINE reserves the right to add to, delete from, amend or modify the Employee Handbook, and department procedures and guidelines, during the term of the Agreement, subject to the requirements of the Meyers-Milias-Brown Act. Such rules may, at the sole discretion of SUNLINE, stay in full force and effect or be modified as it sees fit, provided, however, that such changes are not in conflict with the provisions of this Agreement.
- 3.5 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect and that the parties agree to begin meeting within 30 calendar days to negotiate a resolution to the issues created by the Court's decision.

#### 3.6 Discussion

- 3.6.1 It is the intent of both parties to maintain an open line of communication for the betterment of employer-employee relations. Any issue not pertaining to grievances or grievable issues may be discussed by TEAMSTERS or SUNLINE at either party's request.
- 3.6.2 A party requesting a discussion may orally or in writing notify the other party of the subject to be discussed. Thereafter, a meeting shall be promptly arranged at which meeting not more than two (2) TEAMSTERS' members and the business representative of TEAMSTERS may be present. Upon notification and with mutual agreement, either party may include additional representatives.
- 3.6.3 If the parties are not able to resolve the issues after three (3) meetings, the issues will be considered dropped, unless both parties agree to meet additional times.
- 3.6.4 If the discussion process results in an agreement between the SUNLINE and TEAMSTERS to amend this CBA, such agreement shall be incorporated in a written Letter of Understanding (hereinafter "LOU"), signed by the SUNLINE Representative and TEAMSTER representative(s).

### ARTICLE 4 CONTINUITY OF SERVICE

#### 4.1 No Work Stoppage

During the term of this Agreement, TEAMSTERS agrees that it shall not engage in any strike, slowdown, sick out or any other concerted activity that will stop, hinder, or impair SUNLINE's ability to provide safe and efficient public transportation. Any employee who engages in conduct prohibited by this section shall be subject to immediate termination.

- 4.2 If TEAMSTERS fails, in good faith, to perform all responsibilities set forth below, SUNLINE may pursue such legal remedies as may be available under law.
- 4.3 No Lockout
- 4.4 SUNLINE agrees that it shall not lock out employees during the term of this Agreement.
- 4.5 Emergency
- 4.6 Nothing in this Agreement shall limit SUNLINE's authority to suspend the terms and provisions of this Agreement in an emergency. However, such suspension shall not be extended beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance or event, Act of God, natural calamity (e.g., flood, fire), civil disorder, national emergency, community need or any other circumstance where any City or political subdivision in the SunLine Transit Agency service area declares an emergency or requests assistance under TransMac.

#### 4.7 Designated Essential First Line Responders

The Parties recognize and agree that all members of the bargaining unit are designated as essential first line responders and if SUNLINE declares a state of emergency then the terms and conditions of this Agreement shall be suspended and bargaining unit members may be mandated to report to work. "Emergency" is defined as an unforeseen circumstance or event, Act of God, natural calamity (e.g., flood, fire), civil disorder, national emergency, community need or any other circumstance where any City or political subdivision in the SunLine Transit Agency service area declares an emergency or requests assistance under TransMac.

### ARTICLE 5 LAYOFFS AND CONTRACTING OUT

#### 5.1 Definition of Layoff

A "layoff" means a separation resulting from lack of work, lack of funds or other economic reasons, abolishment of a position, reorganization, or elimination or reduction in service level as considered necessary by the Chief Executive Officer/General Manager. An employee may be laid off or demoted without the right of appeal. A layoff is not disciplinary action. A layoff may affect one or more departments and/or positions as the needs of SUNLINE dictate.

#### 5.2 Notice to TEAMSTERS

SUNLINE and TEAMSTERS shall meet and confer on the effect of SUNLINE's action to lay off employees. This will occur prior to implementation of layoffs, except in emergency circumstances, including wherein SUNLINE declares a fiscal emergency. The agreement to meet and confer over the effect of SUNLINE'S decision to lay off employees shall not in any way impair the right of SUNLINE to exercise and implement any of its rights to layoff.

SUNLINE shall provide TEAMSTERS at least one week notice when it is considering layoffs. SUNLINE and TEAMSTERS shall commence negotiations regarding the impacts of the layoffs within three (3) calendar days of the notice.

#### 5.3 Order of Layoff

- 5.3.1 In the event of layoff, probationary employees within the classification being reduced shall be the first to be laid off. For each subsequent layoff within the classification being reduced, reduction shall be made in inverse order of Classification Seniority. All persons affected shall be given at least seven (7) calendar days' notice of such layoff.
- 5.3.2 "Classification Seniority" is defined as the day the employee begins work in his or her current position. If two (2) or more employees hold the same Classification Seniority, seniority shall be determined by alphabetical order by last name. Time worked in an acting or interim status shall not count toward Classification Seniority.
- 5.3.3 "SUNLINE seniority" is defined as the cumulative time worked by an employee for SUNLINE and is calculated to start on the day the employee begins work for SUNLINE.

#### 5.4 Exception to Order of Layoff

Whenever the Chief Executive Officer/General Manager believes that the best interest of SUNLINE requires the retention of employees with special qualifications, characteristics, skills and fitness for work, the Chief Executive Officer/General Manager may grant an exception to the order of layoff after consultation with representatives of TEAMSTERS.

#### 5.5 Recall

- 5.5.1 When SUNLINE makes the decision to restore a position that was previously reduced, SUNLINE shall recall the employee who was laid off with the highest Classification Seniority within the twelve (12) months of the layoff. If no employee with the same Classification Seniority is available, SUNLINE shall recall the employee with the highest SUNLINE seniority that previously held the classification within the bargaining unit.
- 5.5.2 The layoff list for purposes of recall shall include all employees who have been laid off, displaced or recalled to a lower classification.

#### 5.6 Contracting Out

SUNLINE and TEAMSTERS share a common interest in maintaining the stability and the security of SUNLINE's workforce. SUNLINE agrees to notify TEAMSTERS of possible contracting out of SUNLINE work or services if such contracting out will have a significant long term impact on work performed by employees in classifications represented by TEAMSTERS.

- 5.6.1 Such notification will be given before a decision to contract out is made; and
- 5.6.2 TEAMSTERS will have an opportunity to comment prior to a determination by SUNLINE to enter into contracting arrangements.
- 5.6.3 This provision shall not apply to contracts already established at the time this Agreement is adopted

### ARTICLE 6 TEAMSTERS' SECURITY

#### 6.1 Voluntary Dues Deduction

During the term of this Agreement, TEAMSTERS shall provide written notice to SUNLINE of the names of those employees in the covered bargaining units who have submitted a written authorization for dues deductions to TEAMSTERS. After receipt of such notification from TEAMSTERS, SUNLINE shall deduct Union dues from the pay of those identified employees and remit such monies to TEAMSTERS.

TEAMSTERS certifies that it has and will maintain individual employee authorizations. TEAMSTERS shall not be required to submit to SUNLINE a copy of an employee's written authorization unless a dispute arises about the existence or terms of the written authorization. Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to TEAMSTERS. SUNLINE shall forward any employee requests that it receives to TEAMSTERS. TEAMSTERS shall be wholly responsible for processing these employee requests and notifying SUNLINE of any membership changes.

TEAMSTERS hereby agrees to indemnify and hold harmless SUNLINE for any loss or damages, claims or causes of action or lawsuits, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor TEAMSTERS shall have any claim for error against SUNLINE for any deductions made or not made, as the case may be. TEAMSTERS shall immediately refund to SUNLINE any amounts paid to it in error, upon discovery of the error by TEAMSTERS and/or presentation of supporting evidence by SUNLINE.

Beginning in the first pay period of July 2022, SunLine agrees that it shall make additional voluntary deductions from employees who provide written authorization for voluntary contributions to D.R.I.V.E TEAMSTERS Local 1932. TEAMSTERS shall provide SunLine with the written authorization of the amounts designated by each contributing employee that is to be deducted from their paycheck. SunLine shall issue one (1) monthly check to D.R.I.V.E National Headquarters in the total amount deducted, along with the name of each employee on whose behalf a deduction is made and the employee's social security number. TEAMSTERS shall reimburse SunLine for the actual cost for the expense incurred in administering this voluntary deduction plan.

#### 6.2 Information to Employees

SUNLINE shall inform all new hires and all employees promoted into the bargaining unit, at the time of hire or promotion, of the existence of this Agreement.

#### 6.3 Use of Bulletin Boards

SUNLINE will maintain two (2) bulletin boards for the exclusive use of TEAMSTERS on SUNLINE property, as determined by SUNLINE, for the proper display of official bulletins, notices, etc. TEAMSTERS will monitor such bulletin board to ensure that only official notices are posted.

6.3.1 The bulletin boards may be used by TEAMSTERS for posting TEAMSTERS-approved notices.

- 6.3.2 Notices shall not contain materials that are derogatory, slanderous, or obscene and no posting shall contain any material that is defamatory or derogatory about any SUNLINE employee or Board member. No political campaign advocacy shall be posted for Federal, State or local elections.
- 6.3.3 Notices posted that are not TEAMSTERS-approved shall be removed immediately.
- 6.3.4 Management shall not post any materials on a TEAMSTERS designated bulletin boards.

#### 6.4 Non-Discrimination

- 6.4.1 SUNLINE and TEAMSTERS agree that, in accordance with Government Code sections 3500 to 3511, employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in TEAMSTERS activity.
- 6.4.2 SUNLINE and TEAMSTERS agree not to discriminate against an employee because of race, color, sex, age, marital status, religious creed, national origin, ancestry, disability, medical condition, sexual orientation or citizenship status. Employees must address these concerns via HR Policy and Procedure and these complaints are not subject to the grievance procedure.
- 6.5 List of TEAMSTERS Stewards/Authorized TEAMSTERS Employee Representatives
  - 6.5.1 TEAMSTERS shall provide a written list of names of authorized TEAMSTERS employee representatives and TEAMSTERS Stewards to SUNLINE's Chief of Human Relations or designee, as well as changes in such list at least five (5) business days prior to the effective date of assuming the duties of office. The Parties agree that there shall be three (3) designated employee Stewards, one (1) from each bargaining unit. The Parties agree there shall be one (1) alternate TEAMSTERS Steward.

#### 6.6 Working Stewards

- 6.6.1 It is agreed and understood that employee TEAMSTERS Stewards are employed to perform fulltime productive work for SUNLINE. Stewards will be required to observe all safety and other rules and regulations of SUNLINE. Nothing herein regarding rules of conduct shall be construed to prevent the Steward from conducting TEAMSTERS business in a responsible manner.
- 6.6.2 TEAMSTERS Stewards may only leave their work during working hours with prior written (including email) notification and prior approval by their managers in order to investigate grievances or proposed disciplinary actions, attend grievance or pre-disciplinary hearings provided such release from work does not negatively impact the safety of others or SUNLINE operations; and the employee and the employee's manager agree to set an approximate period of time the employee shall be released from work.
- 6.6.3 Attendance is in a paid status provided the release time is during the regular work shift of the employee that day. Attendance outside of the normal work hours of the TEAMSTERS Steward is in an unpaid status.
- 6.7 Conducting TEAMSTERS Business on SUNLINE Property

TEAMSTERS business representatives will be permitted access to work locations during the work hours TEAMSTERS members are working for the purpose of conducting TEAMSTERS business with TEAMSTERS Stewards and TEAMSTERS members. Authorized TEAMSTERS business

representatives shall notify the Chief of Human Relations, or designee, in advance of their intent to visit a worksite and the approximate duration of the visit. The representative's access will not disrupt the workflow as determined by SUNLINE. The representative shall promptly abide by SUNLINE's request to vacate SUNLINE property. TEAMSTERS staff representatives will be required to observe all safety conduct and other rules and regulations of SUNLINE.

#### 6.8 New Employee Orientation

- 6.8.1 SUNLINE will provide at least five (5) calendar days' notice to the TEAMSTERS of new employee orientation.
- 6.8.2 TEAMSTERS will be provided up to one-half hour at the new employee orientation session to speak with new employees about the Collective Bargaining Agreement and other items as allowed by law.
- 6.8.3 SUNLINE will provide TEAMSTERS with an electronic copy of the name, personal and work email address, and personal cell phone number of all new employees within 30 days of hire and shall provide this same information for all TEAMSTERS bargaining unit employees every one-hundred and twenty (120) days, unless employee(s) inform SUNLINE that they do not consent to the release of their personal email or cell number.

#### 6.9 Union Logos

Members shall be permitted to wear a TEAMSTERS' button on their work shirts. The size of the button is subject to SUNLINE approval.

### ARTICLE 7 MANAGEMENT RIGHTS

SUNLINE management retains, exclusively, all of its inherent rights, functions, duties and responsibilities, except where specifically limited in this Agreement. The rights of management include, but are not limited to, the exclusive right to consider the merits, necessity, or organization of any service or activity provided by law or administrative order; determine the mission of its constituent departments, and boards; set standards of service, and determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of SUNLINE's operations; determine the methods, means and personnel by which SUNLINE's operations are to be conducted; determine the content of classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

### ARTICLE 8 WAGES/SALARIES

8.1 2.5% across-the-board wage increase for all current employees who were employed by SunLine as of July 1, 2021 retroactive to July 1, 2021 per the previous LOA. Employees hired after July 1, 2021 will have a 2.5% across the board wage increase on the first day of the first pay period following SunLine Board adoption of the MOU.

- 8.2 3.5% across the board wage increase beginning on the first day of the first full pay period in July 2022, or in the first full pay period following SunLine Board adoption of the MOU, whichever is later.
- 8.3 2.5% across-the-board wage increase beginning on the first day of the first full pay period in July 2023.
- \$500 one-time lump sum bonus to be paid within three (3) pay periods after Board approval of the MOU.

### ARTICLE 9 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 or electronic pay statement. SUNLINE may change to a payday other than Friday.

In the event there is a shortage in pay on a regular paycheck, an employee shall report the error to their Department. 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 \$100 will be included in the next regular paycheck following verification of the shortage by the payroll department. The payroll department shall complete verification within two (2) business days.
- 2. Shortages of \$100 or more will require the issuance of a special check no later than five working days after verification of the error by the payroll department. The payroll department shall complete verification within two (2) business days.

In the event an employee is erroneously overpaid by SUNLINE, the employee will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. Within five (5) business days of the notification, the employee shall meet with the Human Resources Department to negotiate a repayment schedule. The employee may involve a union representative in this process.

# ARTICLE 10 HOURS OF WORK, OVERTIME AND REIMBURSEMENT OF WORK – RELATED EXPENSES

#### 10.1 Hours of Work

10.1.1 SUNLINE department chiefs or their designees will create work schedules at their discretion, and according to operational needs. An employee may request an Alternate schedule which is subject to approval by their Chief and General Manager. The CEO/General Manager may change the AWS Alternate work schedule at any time with two (2) weeks' notice due to changes in workload, employee performance, funding, legal mandates, changing legal interpretation, or the needs of the Agency.

10.1.2 Transportation and Safety Units only: Selection of shifts will be made by Classification Seniority. Shifts will be selected twice a year and will go into effect on the first Sunday of January and the first Sunday of June every year.

#### 10.2 Overtime

- 10.2.1 Non-exempt Employees shall receive compensation at a rate of one and one half (1.5) times their regular rate of pay for all hours actually worked exceeding forty (40) in a calendar week.
- 10.2.2 SUNLINE department chiefs or their designee must provide prior authorization or approval for any overtime hours worked by employees. Employees may be required to work overtime hours depending on the operational needs of SUNLINE, as determined at the discretion of department chiefs or their designees.
- 10.2.3 An employee may be subject to disciplinary action, up to and including termination, for failure to obtain prior authorization or approval for overtime work. However, SUNLINE will pay for all overtime hours worked by employees.
- 10.2.4 Employees must record all authorized overtime hours on timesheet forms.

#### 10.3 Meal and Rest Periods

- 10.3.1 Employees will be provided unpaid meal periods, according to the following rubric:
- 10.3.1.1 0-5 hours of work: one 30-minute unpaid meal period
- 10.3.1.2 5-10 hours of work: one 60-minute unpaid meal period
- Employees may take paid rest breaks, as operational demands permit. Employees may take up to two 15-minute rest breaks for every eight (8) hours worked. Employees must obtain the prior approval of a supervisor before taking a rest break. Employees may not combine rest breaks and meal periods. Rest breaks and meal periods may not be taken at the beginning or end of shift.

#### 10.4 Work-Related Expenses

- 10.4.1 SUNLINE will reimburse employees for license renewal fees for Class B drivers any licenses required for the job. Employees are eligible for reimbursement of these expenses after one (1) year of service. Employees must submit a receipt to receive reimbursement from SUNLINE.
- SUNLINE will compensate employees for time spent on legal matters related to the course and scope of an employee's job duties at the employee's base rate of pay, including travel expenses if deemed necessary, unless the employee is a plaintiff in a civil suit against SUNLINE, or if the employee is proven to be the aggressor in an assault case.
- 10.4.3 SUNLINE will provide reimbursement to employees for travel and training-related expenses for certifications required for their positions.

#### ARTICLE 11 UNIFORMS

- 11.1 Field Supervisor, Fixed Route Controller, Safety Officers, Transit Trainers and Para Transit Controller:
  - 11.1.1 SunLine will provide a one-time initial uniform purchase credit of up to \$432 to purchase SunLine approved uniforms (including shirts, pants, jackets, ties and hats) from SunLine designated vendor (s).
  - 11.1.2 SunLine shall provide a maximum \$300 annual credit to purchase SunLine approved uniforms (including shirts, pants, jackets, ties and hats) from SunLine designated vendors. The \$300 credit shall be provided on July 1 of each year and does not roll over from year to year and does not have any cash value at time of separation.
  - 11.1.3 For new employees, the one-time initial \$432 credit will be available for use when training is completed. For new hires who receive the \$432 credit before completing one year of service, the annual credit provided in the following July will be a total of \$25 for each month the employee worked in the prior fiscal year. For purposes of this calculation only, the employee shall be deemed to have worked for a month if the employee works any number of days during that month.
  - 11.1.4 Employees must wear black belts and shoes. The only hats to be worn are SunLine –approved hats.
  - 11.1.5 Employees will wear clean and presentable uniforms, and shall be responsible for cleaning and maintaining the uniforms. Employees may wear SunLine Polo shirts on Fridays or on any other days that the CEO/General Manager allows.
  - 11.1.6 Employees shall be required to return all rented uniforms within sixty (60) days of the ratification of this agreement by SunLine.
- 11.2 Coin Counter, Materials and Inventory Technician, and Material and Inventory Supervisor:
  - 11.2.1 SunLine shall provide clean uniforms for employees in these positions.
  - 11.2.2 Uniforms and other items furnished by SunLine shall be returned by the employee upon separation from employment. SunLine may deduct from an 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.
  - 11.2.3 Employees will wear clean and presentable uniforms.

# ARTICLE 12 HEALTH AND WELFARE, VACATION, LEAVES AND RETIREMENT

SUNLINE shall provide the administration of the Group Insurance Plan to be offered to employees.

12.1 Health, Dental, Vision and Life Insurance

Full-time employees and their eligible dependents may participate in SUNLINE's health care programs. SUNLINE offers group medical, and dental insurance coverage to full-time employees. All benefits are provided in accordance with the terms and conditions of the plan documents. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.

If for any reason, an eligible employee and/or their eligible dependent(s) are not enrolled on the date of eligibility, but wish to enroll at a later date, they must wait until the next open enrollment period. For a new marriage or domestic partnership registration, an employee must notify SUNLINE within thirty (30) calendar days to add spousal or registered domestic partner coverage. Newborn babies must be enrolled within thirty (30) calendar days of their birth.

Proof of dependents is required before enrollment. Domestic partners who are added to the health care plans must be registered with the State of California. It is the employee's responsibility to notify SUNLINE within thirty (30) calendar days if their enrolled dependent(s) are no longer eligible for coverage on the plans or within thirty (30) calendar days of their divorce. Failure to notify SUNLINE may result in the employee's or former employee's reimbursement to SUNLINE for any paid benefit for their dependent(s) during the time that the dependent(s) were no longer eligible.

#### 12.1.1 Cost Sharing

SUNLINE will pay for the premium cost for full-time employee's (and their dependents') medical coverage, subject to the following contribution limits:

	Employee Only	Employee + 1	Employee + Family
2021 Calendar Year:	\$610	\$1,093	\$1,432
2022 Calendar Year and beyond:	\$641	\$1,148	\$1,503

SUNLINE will pay for the premium cost for part-time employee's own medical coverage only, subject to the same contribution limits.

#### 12.2 Cessation of Payment of Premiums

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, dental and vision insurance premium contributed to be paid by SUNLINE as follows:

a) Three month of premium payments for every year of employment up to a maximum of one (1) years' worth of premiums;

b) Employees who have not completed one (1) year of employment shall be responsible for paying the full premium if they wish to continue coverage while off for illness after sixty (60) days of absence.

#### 12.3 Life Insurance

SUNLINE shall provide group term insurance to full time employees in the amount of twenty five thousand dollars (\$25,000). Employees are eligible to participate in the life insurance program. All benefits are provided in accordance with the terms and conditions of the plan documents. Employees must reimburse SUNLINE for premium contributions paid while the employee is on a leave of absence. Life insurance coverage shall terminate upon the employee's separation of employment with SUNLINE.

#### 12.4 Free STA Bus Transportation

Employees will be allowed to use their I.D. badge for free transportation on local SUNLINE fixed-route service. Upon request, spouses or minor children (i.e. under the age of 18) of employees, to receive free transportation on local SUNLINE fixed-route service. Employees must report any lost, stolen, or damaged badges or passes to SUNLINE Human Resources. A first replacement badge or pass shall be provided to the employee at no cost, with the second replacement badge or pass costing \$10.00 and the third or subsequent replacement badge or pass costing \$25.00. All badges and passes remain the property of SUNLINE and must be relinquished when employment ends.

#### 12.5 Leaves of Absences

#### 12.5.1 General Provisions

Bereavement Leave, Family and Medical Leave, Military Leave, Military Spouse/Registered Domestic Partner Leave, and Pregnancy Disability Leave shall be provided to employees as specified in the Employee Handbook, as required by law, except as modified below.

Employees shall not accrue or otherwise receive fringe benefits while on leaves of absence, including but not limited to the leaves identified above. If SUNLINE terminates or otherwise separates the employment of an employee while on an unpaid leave of absence, the employee's date of termination and/or separation shall revert to the last day worked by the employee.

#### 12.5.2 Vacation Time Off (VTO)

All full-time employees shall accrue paid vacation leave, at the following rates and subject to the following annual cap per calendar year:

All full-time employees in the Finance Unit, regardless of hire date, and all full time employees hired in the Transportation and Safety Unit before March 1, 2022, shall accrue paid vacation leave, at the following rates and subject to the following annual cap per calendar year:

Years Of Service	Per 80 Hour Pay Period	Annual Maximum
0 through 4 years	7.39	192
5 through 9 years	8.93	232
10 through 19 years	10.47	272
20 through 24 years	12	312
25 years and over	13.54	352

All full time employees hired, promoted or who transfer into positions in the Transportation and Safety Units on or after March 1, 2022, shall accrue vacation leave at the following rates and subject to the following annual cap per calendar year:

0-4 years: 5.23 hours per 80 hours worked; 136 hours annual cap

5-9 years: 6.77 hours per 80 hours worked; 176 hours annual cap

10-19 years: 8.31 hours per 80 hours worked; 216 hours annual cap

20-24 years: 9.84 hours per 80 hours worked; 256 hours annual cap

25+ years: 11.38 hours per 80 hours worked; 296 hours annual cap

Field Supervisors hired, promoted or who transfer on or before December 31, 2018 shall accrue paid vacation leave, at the following rates and subject to the following annual cap per calendar year:

Years Of Service	Per 80 Hour Pay Period	Annual Maximum
0 through 9	9.85	256.1
10 through 19	11.53	299.78
20 through 24	13.26	344.75
25 years and over	14.98	389.56

Employees with less than six (6) months of service with SUNLINE shall accrue vacation leave, but cannot begin using accrued vacation leave until the employee completes six months of service. Employees may not use vacation leave while on an unpaid leave of absence. If an employee has no vacation leave in their vacation leave bank, then their VTO will be cancelled.

#### 12.5.3 Sick Leave

Full-time employees shall accrue 3.08 hours of paid sick leave per 80 hours worked with an annual cap of 80 hours. Employees begin accruing sick leave on the first day of employment, but cannot begin using accrued sick leave until the employee completes six months of service. If a full-time employee reverts to part-time status, the employee will cease accruing sick leave until the employee returns to full-time status.

SUNLINE shall require employees to provide documentation from a healthcare provider, or other reasonable written proof, in support of sick leave use for absences exceeding three (3) consecutive working days. If an employee seeks to use sick leave when all accrued sick leave has been used, SUNLINE shall place the employee on an unpaid leave of absence. SUNLINE will mark an employee as absent if the employee fails to notify SUNLINE of the intent to use sick leave within 60 minutes of the beginning of a scheduled shift, regardless of any accrued leave.

SUNLINE, at its sole discretion, may provide an opportunity for covered employees to sell back up to 40 hours of accrued sick leave each year. Employees must maintain a minimum balance of

80 hours of sick notwithstanding their use of the sell-back option. SUNLINE will notify employees of the amount of accrued sick leave hours available for sell-back in October or November. Employees must submit a form to SUNLINE in a timely fashion, upon receiving notification from SUNLINE of available sick leave hours, indicating an intent to sell back accrued sick leave. Payment shall be provided to employees in the first paycheck of December. This sell-back option is not available to employees upon termination.

#### 12.5.4 Bereavement Leave

Employees may use up to four (4) days of paid leave for bereavement of a deceased immediate family member. Employees may request to use VTO and Sick Time in conjunction with Bereavement, if the funeral is out of state. For purposes of employee entitlement to receive paid bereavement leave, SUNLINE uses the definition of "family member" contained in the Employee Handbook. Employees may use vacation leave or sick leave in conjunction with bereavement leave to extend a leave of absence. SUNLINE may request proof of services upon the employee's return from bereavement leave.

#### 12.6 Retirement Plans

Union members hired before March 1, 2022, shall continue their participation in the retirement plan(s) sponsored by SunLine that they participated in on that date (Prior Plans). Any Union members hired on or after March 1, 2022, shall not participate in the Prior Plans, but shall instead participate in either the SunLine Transit Agency Restated Retirement Income Plan For Bargaining Unit Personnel (Collectively-Bargained Plan) or a separate plan with the same benefit formulas as the Collectively-Bargained Plan (New Plan).

Employees shall make a three percent (3%) of salary contribution for this benefit. The retirement benefit is determined by the employee's earnings, history, tenure of service and age. The specific benefits are specified in the Prior Plan or Collectively Bargained Pension Plans.

#### 12.7 Disability Insurance

During the term of this Agreement, SUNLINE will offer Short-Term and Long-Term Disability insurance coverage to employees. SUNLINE will cover 30% of the cost of the premium and employees shall pay the remainder via a payroll deduction. Employees shall be required to utilize accrued sick leave balances concurrent with the utilization of short-term disability.

#### 12.8 Cellular Phones and Other Electronic Devices

Employees who are issued a SUNLINE cell phone or any other electronic device, are responsible for maintaining such devices in good working order and stored in a secure location against theft, vandalism or damage due to negligence. Employees shall immediately notify their manager if the device is lost or stolen. Employees shall only use SUNLINE-issued device to assist the employee to perform their job duties.

Employees must return the device to SUNLINE upon demand or at the end of their employment. Employee may be held responsible for the value of the device if it is stolen, lost, or damaged due to an employee's negligence. If an employee does not return the device to SUNLINE upon termination of employment, or if the device is lost, stolen or damaged due to an employee's negligence, the employee agrees that SUNLINE may withhold from their paycheck the depreciated value of the device.

#### 12.9 Part-Time Employees

Part Time Employees shall be provided with the following benefits only:

- 12.9.1 Part-time employees may participate in SUNLINE's health care programs. SUNLINE offers group medical insurance coverage to part-time employees. All benefits are provided in accordance with the terms and conditions of the plan documents. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.
- 12.9.2 SUNLINE will pay for the premium cost for part-time employee's (employee-only) medical coverage, subject to the following contribution limits:

2021 Calendar year: \$610 2022 Calendar year: \$641

- 12.9.3 Part-time employees are also eligible for Short-Term Disability and Long-Term Disability and Supplemental Life benefits
- 12.9.4 Part-time employees shall be provided sick leave as required by law.
- 12.9.5 During first year of employment, part-time employees shall accrue VTO at the rate of .04 per hours actually worked.

#### ARTICLE 13 HOLIDAYS

#### Section 1

Employees in the Finance Unit and all full time employees hired (regardless of when hired), promoted or who transfer into positions in the Transportation and Safety Unit before March 1, 2022:

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

New Year's Day

Martin Luther King Jr.

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Veteran's Day

Christmas Day

President's Day (Floating)

Friday After Thanksgiving (Floating)

Section 2

Vacation Time Off (VTO) hours will be used for all of the above-listed holidays.

Section 3

The 8/10 Holiday pay will not be paid if the employee was schedule to work on the Holiday and did not do so.

Section 4

All hourly rate employees who are required to work by their manager/supervisor on any of the Holidays will be paid 1½ times their base rate of pay for all time worked on the Holiday.

#### Section 5

Employees hired, promoted or transferred into positions in the Transportation and Safety Units hired on or after March 1, 2022 will observe the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

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 month anniversary with SunLine. An employee terminating employment shall not be entitled to holiday compensation not already paid (or its equivalent in time off).

Full time employees who do not work on a holiday will be paid 8/10 hours at their regular straight time rate of pay. An employee must work an entire work shift on the last scheduled or assigned work day prior the holiday, and on the first scheduled or assigned work day after the holiday, in order to be eligible for holiday pay.

An employee will not receive holiday pay if the employee was scheduled to work on the holiday, but did not do so. Under this circumstance, employees may not use accrued sick leave or vacation leave to supplement pay.

Holiday pay will not be made to employees while on leave of absence.

Hourly employees who are assigned to work the holiday shall be paid 2 ½ times their straight time rate of pay for the hours worked on the holiday, but shall not receive additional holiday pay.

#### ARTICLE 14 PHYSICAL EXAM

- 14.1 SUNLINE may require employees to submit to a physical or psychological examination. Employees must submit medical history forms to SUNLINE upon completion by a licensed physician. SUNLINE will select the licensed physician and bear associated costs, including providing compensation to employees for time spent to obtain a physical examination.
- 14.2 The licensed physician shall determine if the employee is physically and/or mentally fit for duty to continue employment with SUNLINE. If the licensed physician determines that the employee is not fit for duty, the employee can pay for a second licensed physician of the employee's choice to conduct a second physical examination.

- 14.2.1 If the second licensed physician concludes that the employee is not fit for duty, no further review is permitted.
- 14.2.2 If the second licensed physician determines that the employee is fit for duty, within thirty (30) calendar days SUNLINE shall select a third impartial licensed physician to conduct a third physical examination. The results of this third physical exam shall be final. SUNLINE shall bear the costs associated with this third physical exam and the employee will be compensated for time spent at this third examination.
- 14.3 If the employee is deemed to be unfit for duty on a "temporary and curable" basis, and the employee is willing to seek treatment, the employee may return to work upon being subsequently certified fit for duty. The employee may also be taken out of service, and placed on an unpaid leave of absence or the employee may opt to use their accrued sick leave during this period. An employee placed on an unpaid leave due to "temporary and curable" unfitness shall provide SUNLINE with a report from a licensed physician at their own cost every thirty (30) calendar days.
  - 14.3.1 If an employee is deemed unfit for duty on a permanent or ongoing basis, SUNLINE shall consider whether the employee should be separated from employment due to inability to perform the essential duties of the position or if the employee can be transferred to a vacant position for which the employee is qualified. The vacant position shall not be a promotion and may not provide the same level of pay or benefits.
- 14.4 Medical examinations required to maintain the required Class B Driver's License must be performed by SUNLINE's designated physician and will be paid for by SUNLINE.
  - 14.4.1 Any employee in a job position requiring a California Class B Driver's License who does not pass the medical examination given by SUNLINE's designated physician will not be allowed to drive SUNLINE vehicles that require a Class B Driver's License until the medical examination has been passed. If an employee fails to maintain required licensure for any reason, the employee shall be removed from duty without pay, unless the employee opts to use their vacation leave. In addition, SUNLINE may temporarily assign the employee other non-Class B driving duties. If an employee cannot pass the medical examination within thirty (30) calendar days, SUNLINE may terminate the employee's employment for failure to meet the qualifications for the position.

### ARTICLE 15 PERSONNEL FILES

#### 15.1 Maintenance of Personnel File

SUNLINE will maintain a personnel file for each employee. Personnel files will not include letters of reference, recruitment files, and reports of pending personnel investigations. Any names of non-supervisory employees shall be redacted from records contained in employee personnel files.

#### 15.2 Confidentiality

Personnel files are confidential and only those persons who are authorized by the Chief of Human Relations or his or her designee are permitted to review the files.

#### 15.3 Request to Review File(s)

An employee or his or her authorized TEAMSTERS representative, with the employee's written permission, may request to review his or her own personnel files and make copies, of any documents contained therein as specified below:

- 15.3.1 An employee must make the request in writing.
- 15.3.2 The Human Resources department will make the employee's file, located in the Human Resources department, available for inspection no later than thirty (30) calendar days from the receipt of the written request.
- 15.3.3 The Human Resources department will schedule the time of inspection during the regular business hours of the Human Resources department. If the inspection is scheduled during the employee's scheduled work hours, the inspection may be scheduled when the employee is on a break. A representative from the Human Resources department must be present during the inspection.
- 15.3.4 An employee or his or her representative may request and obtain copies of any document in the file except for records relating to an investigation of a possible criminal offense, pre-employment references, and ratings, reports or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.
- 15.3.5 At the discretion of SUNLINE, an employee may be required to pay reasonable copying costs.

#### ARTICLE 16 ATTENDANCE

16.1 SUNLINE expects and requires employees to arrive on-time for scheduled work shifts. If employees arrive late to work or are entirely absent from work, SUNLINE may take progressive disciplinary action against these employees subject to the following provisions.

#### 16.2 Definitions

- An employee is considered "absent" if the employee is more than one (1) hour late to arrive for the start time of a scheduled work shift, unless the absence is otherwise excused.
- An employee is considered a "late arrival" if the employee is more than five (5) minutes late to arrive for the start time of a scheduled work shift.
- 16.2.3 An employee is considered to have had a "miss out" if the employee is more than ten (10) minutes late to arrive for the start time of a scheduled work shift, or the employee failed to call their immediate supervisor at least sixty (60) minutes prior to the start time of a scheduled work shift.
- An employee is considered "absent" if an employee calls out for a scheduled shift. Every day of an absence is considered an absence for purposes of the matrix below.

#### 16.2.5 Excused Absence, Late Arrival or Miss

It is the intention of SUNLINE and the Union that this Attendance Policy shall be fairly administered. To that end Managers shall have the authority to excuse absences, late arrivals or miss outs 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 the absence, late arrival or miss out:

- 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. An employee shall be limited to one (1) employee self-referral to the EAP in a rolling 24 month period. 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.
- 8. An employee with a usually good attendance record who experiences a minor illness e.g. cold or flu, resulting in an absence of more than one day and less than one week.

#### 16.3 Progressive Discipline for Absences

16.3.1	Three	(3)	absence within 12 months:	Verbal Warning
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16.3.2 Four (4) absences within 12 months: Written Warning

16.3.3 Five (5) absences within 12 months: 1-day unpaid suspension

16.3.4 Six (6) absences within 12 months: 2-day unpaid suspension

16.3.5 Seven (7) absences within 12 months: 3-day unpaid suspension

16.3.6 Eight (8) absences within 12 months:

4-day unpaid suspension and final warning

16.3.7 Nine (9) absences within 12 months: Up to and including Termination

An employee is subject to disciplinary action if the employee engages in a pattern of absences, including but not limited to: calling in "sick" on certain recurring days; absences occurring before or after regular off-work days; etc.

16.5 SUNLINE will use a rolling 12-month period for purposes of progressive discipline for Late Arrivals.

16.5.1 One (1) late arrival within 12 months: Informal Coaching

16.5.2 Two (2) late arrivals within 12 months: Verbal Warning

16.5.3 Three (3) late arrivals within 12 months: Written Warning

16.5.4 Four (4) late arrivals within 12 months: 1-day unpaid suspension

16.5.5 Five (5) late arrivals within 12 months: Up to and including Termination

16.6 SUNLINE will use a rolling 12-month period for purposes of progressive discipline for Miss Outs.

16.6.1 One (1) miss-out within 12 months: Written Warning

16.6.2 Two (2) miss-outs within 12 months: 1-day unpaid suspension

16.6.3 Three (3) miss-outs within 12 months:

3-day unpaid suspension

16.6.4 Four (4) miss-outs within 12 months: Up to and including Termination

### ARTICLE 17 PARATRANSIT RESERVATIONIST

Reservationist must be logged on and ready to take transportation reservations by 8:00am. At least one (1) shift will start at 7:50am.

### ARTICLE 18 PROBATIONARY PERIOD

#### 18.1 Application

All newly hired, promoted and rehired employees are subject to the probationary period. For purposes of the application of any of the probationary periods listed below, the grievance procedures listed in this Agreement shall not apply for disciplinary purposes during any applicable probationary period.

#### 18.2 Definitions

Initial Probationary Period – The initial probationary period shall be nine (9) months of continuous service from the date a new employee is hired, except that in cases where the required training exceeds 90 days, the probationary period shall be for an additional period of nine (9) months after the required training has been successfully completed by the new employee. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.

Promotional Probationary Period – The promotional probationary period shall be nine (9) months of continuous service from the date a new employee is promoted, except that in cases where there is required training, the probationary period shall be nine (9) months after the required training has been successfully completed by the promoted employee. The probationary period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.

Lateral Probationary Period – The lateral probationary period shall be nine (9) months of continuous service from the date a new employee is transferred, except that in cases where there is required training, the probationary period shall be for nine (9) months after the required training has been successfully completed by the employee. The lateral period shall be extended by the period of an employee's absences, if the absences total five (5) working days or more.

Training Period – The period of time required to receive and pass all required training as determined by SUNLINE. The training period may be extended by SUNLINE.

#### 18.2.1 Failure of Initial Probation

A new employee may be terminated at any time and for any reason during the initial probationary period, without right of appeal.

#### 18.2.2 Failure of Promotional or Lateral Probation

An employee on promotional probation may be removed from the position during their probationary period, without right to an appeal. However, an employee may request a meeting with the manager to discuss the reasons for the failure on probation.

In the event that a bargaining unit employee is promoted or transfers laterally within the bargaining unit, and fails his or her promotional or lateral probationary period within ninety (90) days, the employee shall be given the option to return to his or her previous position without loss of any type of seniority if the position is still vacant and funded.

#### 18.3 Performance Evaluation

During the initial, promotional or lateral probationary period, the employee's performance shall be evaluated periodically.

#### 18.4 Extension of Probationary Period

The Chief of the respective department may extend the probationary period. No probationary period may be extended for more than ninety (90) days. The Chief of the respective department will notify the employee in writing prior to the extension of the probationary period.

18.5 Current Employees Who Have Been Employed Less Than Nine (9) Months
Employees who have been employed for less than nine (9) months at the time this Agreement is ratified by
SUNLINE, shall continue to be at-will employees and be considered to be serving the initial probationary
period. Employees in this situation shall be informed of the day their probationary period will end.

#### ARTICLE 19 DISCIPLINARY PROCEDURES

#### 19.1 Application

This provision of this Article shall not apply to newly hired or newly promoted employees who have not completed their probationary period. It is understood that the probationary period is a part of the selection process and designed to allow evaluation of an employee's fitness for regular employee status.

#### 19.2 Definition of Discipline Subject to These Procedures

All suspensions, demotions, reductions in salary, and dismissals of persons who have successfully completed the probationary period of the position they occupy shall be made in accordance with these rules.

Verbal counseling's, written reprimands or performance evaluations shall not be subject to the appeal process set forth below in Section 1.4, 1.6, 1.7, 1.8 or 1.9. An Employee can submit a written response to the written reprimand or performance evaluation, which shall be included in the employee's personnel file. The employee's written response must be submitted within ten (10) days of the date of the issuance. Suspensions of forty (40) hours or less shall not be subject to appeal under sections 1.7, 1.8 or 1.9.

#### 19.3 Cause for Suspension, Demotion, Reduction in Salary, Dismissal

An employee who has successfully completed the probationary period for the position the employee occupies may be demoted, suspended, reduced in salary, or dismissed only for cause. The following are declared to be causes for such action although charges may be based upon causes other than those listed herein:

- a. Failure to meet reasonable work performance standards and requirements;
- b. Failure to meet minimum requirements of or certification required for the position;
- c. Determination that an employee is uninsurable at standard rates by SUNLINE's vehicle insurance carrier to operate a SUNLINE vehicle, which is a work-related requirement of employment;
- d. Discourteous treatment of the public or other employees;
- e. Willful or negligent disobedience of any law, ordinance, authority, rules, departmental regulation, or superior's lawful order;
- f. Misappropriation or damage of public property or waste of public funds or property through negligent or willful misconduct;

g.	Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to SUNLINE's or the person's employment;
h.	Absence without approved leave;
i.	Tardiness or absenteeism;
j.	Practicing deception or fraud in the securing of a job appointment or promotion;
k.	Failure to supply full information as to character, reputation, medical history, or acts which, if known at the time of appointment, might have resulted in a disqualification of the employee for the job to which appointment was made;
1.	Falsification of a relevant official statement or document;
m.	Incapacity to perform job duties due to a mental or physical ailment or defect;
n.	Neglect of duties;
0.	Failure to cooperate with the implementation and application or violation of SUNLINE's Equal Employment Opportunity policies and procedures;
p.	Possessing, or using narcotics or alcohol on SUNLINE premises or reporting to work under influence of same or violation of SUNLINE's Drug and Alcohol Policy;
q.	Improper withdrawal or limitation of service or any action which interferes with or is disruptive of SUNLINE's mission or public service;
r.	Insubordination;
S.	Dishonesty;

t.

u.

v. Incompetency;

Agreement;

Inefficiency;

w. Sleeping on the job;

x. Use of SUNLINE equipment for personal purposes;

Any action inconsistent with these Rules, Staff Handbook or departmental procedures or this

- y. Conducting personal business on SUNLINE time;
- z. Leaving the job without authorization;
- aa. Engaging in any unsafe conduct or conduct which causes concern for the health and/or safety of the employee, other employee's, or the public.
- bb. Making threats of violence or any conduct which is reasonably perceived by others as a threat of violence or any conduct which violates SUNLINE's workplace Violence Policy.

#### 19.4 Disciplinary Process

#### 19.4.1 Notice of Proposed Disciplinary Action

Prior to the issuance of a written order to either suspend (for greater than 40 hours), demote, reduce in salary, or dismiss an employee, written notice of at least twenty four (24) hours of the proposed disciplinary action shall be given before such action is to be taken and must include:

- a. Notice of proposed disciplinary action;
- b. Reasons for the proposed action;
- c. A copy of the written materials relied upon to determine the proposed discipline;
- d. A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must inform the employee that he/she has at two (2) working days to respond. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved; and
- e. The notice of proposed disciplinary action must be in writing and be signed by a Manager or his or her designee.

#### 19.5 Exception

Employees may be suspended without prior written notice in gross misconduct or extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Gross misconduct includes, but is not limited to, situations involving: misappropriation of public funds or property; working while under the influence of intoxicating liquor or drugs; insubordination; perceived or actual threats of violence; commission of a crime involving moral turpitude punishable as a misdemeanor or felony; or disruption of SUNLINE's business through willful misconduct (altercations, etc.).

#### 19.6 Final Decision of Discipline

After issuance of the Notice of Proposed Disciplinary Action and receipt of the employee's written or oral response, the Chief of Labor Relations, or designee, shall review the response and determine the appropriate course of action and issue a Notice of Disciplinary Action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice

of proposed disciplinary action. The final Notice of Disciplinary Action to suspend, demote, reduce in salary, or dismiss is similar to the notice of proposed disciplinary action in that it contains the effective date of disciplinary action, the right of appeal, and specific charges upon which the disciplinary action is based. The Notice of Disciplinary Action shall be signed by the Chief of Human Relations, or designee, and shall be issued within twenty (20) business days of receipt of the employee's written or oral response. Notice of the time allowed for appeal shall be stated in the Notice of Disciplinary Action. A copy of the Notice of Disciplinary Action shall be personally served on the employee or sent by certified mail to the employee's last known address or placed in an employee's mailbox or sent to the employee's email address and placed in his or her personnel file. The final Notice of Disciplinary Action for suspensions of up to forty (40) hours shall be final and not subject to further appeal.

#### 19.7 Appeal From Final Decision of Discipline

- 19.7.1 An employee covered by these provisions governing discipline may appeal a final notice of suspension (greater than 40 hours), demotion, reduction in salary, or dismissal to an outside impartial hearing officer (arbitrator) and request a hearing. The notice to appeal must be in writing and must be submitted to the Chief of Human Relations, or designee within seven (7) working days of receipt of the Notice of Disciplinary Action. The employee shall have the right to a closed hearing.
- 19.7.2 Upon receipt of a timely request for an appeal, SUNLINE shall request a list of five (5) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within thirty (30) working days of TEAMSTERS' request. TEAMSTERS may delete/strike two (2) names from the list within five (5) working days of receipt of the list. Failure of TEAMSTERS' to strike two names from the list within this time frame shall constitute a forfeiture of the appeal. After receipt of TEAMSTERS' strikes, SUNLINE will then select the arbitrator from the remaining names on the list. The selected arbitrator shall serve as the hearing officer.
- 19.7.3 The costs of the arbitration shall be shared equally between TEAMSTERS and SUNLINE. The costs of the arbitration, including the court reporter, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.
- 19.7.4 The recommendation of an arbitrator shall be advisory to the Chief Executive Officer/General Manager or designee. The arbitrator shall issue his or her recommended decision regarding whether the disciplinary action is reasonably supported by the evidence and whether SunLine had the right to discipline the employee for the alleged misconduct within twenty (20) working days of the closing of the hearing. Within ten (10) working days of receipt of the arbitrator's recommendation, the Chief Executive Officer/General Manager, or designee, shall provide his or her decision, in writing, to TEAMSTERS and the employee. The decision of the Chief Executive Officer/General Manager, or designee, shall be final and binding.

#### 19.8 Conduct of the Appeal Hearing

Each party shall have the right to:

- a. Choose a representative;
- b. Testify under oath;

- c. Make a request to have witnesses or documents subpoenaed;
- d. Question all witnesses;
- e. Present evidence; and
- f. Argue the case.

#### 19.9 Standard of Review and Taking of Evidence

- 19.9.1 The purpose of appellate review is to determine the accuracy and the sufficiency of the facts attendant to the suspension (of more than 40 hours), demotion, reduction in salary, or dismissal. SUNLINE shall have the burden of proof. The inquiry of the arbitrator shall be confined to a consideration of the stipulations, evidence, and reasons upon which SUNLINE based the action and any pertinent information which established the truth or falsity of such evidence.
- 19.9.2 Exhibits shall be marked and numbered, and when offered by either party, may be received in evidence. Oral evidence shall be taken only upon oath or affirmation. Each party shall have the following rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called said witness to testify; and to rebut the evidence. The employee may be called and examined as a witness by SUNLINE or SUNLINE's representative. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- 19.9.3 If any witness cannot be present at the time of the hearing, a deposition may be taken in accordance with the rules applicable to depositions in civil cases. The cost of a deposition shall be borne by the party taking the deposition. Affidavits shall be used only when it is impossible to secure depositions
- 19.10 If, at any step in the appeal process it is determined that the employee is exonerated from the alleged misconduct, SunLine shall not make any entry in the employee's personnel file of the proposed disciplinary action.

#### ARTICLE 20 GRIEVANCE PROCEDURE

#### 20.1 Definition

A grievance is defined as any dispute concerning the interpretation, application or violation of a specific Article of this Agreement. Grievances may be filed by TEAMSTERS on behalf of an individual member, or for groups of members as necessary and must allege that at least one employee within the Unit has suffered detriment as a result of the alleged misinterpretation, misapplication, or violation of the specific Article in the Agreement. Grievances may also be filed by individual bargaining unit members. There shall be no double or multiple grievances for the same set of circumstances.

Allegations of discrimination or hostile work environment are excluded from this grievance procedure. Disciplinary appeal procedures are covered under the Discipline Article of this Agreement.

Throughout this article, if the Chief of Human Relations or Department Manager delegates the grievance to a designee, the designee shall not be a party to the incident giving rise to the grievance.

#### 20.2 Grievance Procedure

No grievance shall be entertained or considered unless it is presented in the following manner.

#### 20.2.1 Step One – Informal Step

The employee or TEAMSTERS shall file a written grievance form with SUNLINE within five (5) working days of the occurrence of an incident the employee claims is subject to this grievance procedure. The grievance form shall contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought and shall be filed with the Department Chief or his/her designee, via email, facsimile, or in-office mail.

The employee or TEAMSTERS shall confer with the employee's Department Chief or his or her designated representative. The Department Chief or his or her designee shall issue his or her answer to the employee not later than twenty (20) working days after the conference with the employee. The answer shall be delivered in writing, via email, facsimile, or in-office mail.

#### 20.2.2 Step Two CEO/General Manager

If the answer of the employee's Chief or his or her designee in Step One is unsatisfactory to the employee, the grievance shall be presented in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought to the CEO/General Manager or designee within five (5) working days of the manager's answer at Step One in writing, via email, facsimile, or in-office mail.

A written answer to the grievant and the TEAMSTERS representative will be provided within twenty (20) working days after the meeting. The answer shall be delivered in writing, via email, facsimile, or in-office mail.

#### 20.2.3 Step Three –Request for Arbitration

If the Step Two answer is not satisfactory, TEAMSTERS may request, in writing (email, facsimile or in-office mail) that the matter be heard by an arbitration board. The request shall state the nature of the dispute and the resolution sought. The request for Step Three review must be made within five (5) working days after the issuance of the Step Two answer.

SUNLINE and TEAMSTERS shall each appoint a representative to the arbitration panel. As to the chairperson of the arbitration panel, SUNLINE shall request a list of five (5) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within thirty (30) working days of TEAMSTERS's request. TEAMSTERS may delete/strike two (2) names from the list within two (2) working days of receipt of the list. TEAMSTERS' failure to strike the two (2) names within this timeframe shall constitute a forfeiture of the grievance. SUNLINE will then select the arbitrator from the remaining names on the list. The selected arbitrator shall serve as the chairperson of the panel.

Costs of the arbitration shall be shared equally between TEAMSTERS and SUNLINE. The costs of the arbitration, including the court reporter, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid

by the party that incurred the cost.

Within thirty (30) calendar days of the conclusion of hearing, the arbitrator panel shall render its decision. Each panel member shall either concur in the panel's decision, or submit a dissent to that decision. The decision of the arbitration panel shall be final and binding.

#### 20.3 Failure to Respond and Extensions of Time

- 20.3.1 Failure by SUNLINE to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.
- 20.3.2 All time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(s), or TEAMSTERS representative and the designated management representative.
  - 20.3.3 "Working Day" is defined as Monday through Friday, excluding holidays.
  - 20.3.4 A grievance may be advanced to Step 3 upon the mutual agreement of the parties.

#### 20.4 Mediation

20.4.1 The parties may mutually agree to mediate a grievance at any time during this grievance process. The mediation process shall be confidential and informal. The mediator's role is to attempt to resolve the differences raised in the grievance and shall not be to issue any interpretation or recommended opinion. The parties shall split the costs of the mediator equally, if any.

#### ARTICLE 21 WORKPLACE SAFETY

#### 20.1 Workplace Safety Meetings

20.1.1 SUNLINE, subject to its sole discretion, will hold mandatory safety meetings. SUNLINE will adjust the work schedule of Safety Officers and Transit Trainers to facilitate their attendance at safety meetings.

#### 20.2 Work-Related Injuries

- 20.2.1 Employees must report work-related injuries or illnesses to a supervisor immediately and complete proper documentation when possible.
- 20.2.2 Employees will be paid at their regular rate of pay for any time required for an initial visit to a hospital or licensed physician relating to work-related injuries or illnesses. Employees will be paid at their regular rate of pay for the hours in which they were scheduled to work, if the employee is required to leave work due to a work-related injury or illness.
- 20.2.3 Employees will be placed on paid sick leave for up to three (3) working days if placed off work by a licensed physician due to a work-related injury or illness, subject to the employee's accrued bank of available sick leave. Employees who are placed off work by a licensed physician due to

- a work-related injury or illness will not be permitted to return to work until they obtain a fitness for duty physical examination.
- 20.2.4 Any employee who had follow-up medical treatment appointments must make a reasonable effort to schedule the therapy/appointment before or after their work shift, during non-scheduled, otherwise unpaid time.

#### RATIFICATION AND EXECUTION

SunLine and Teamster's acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by Teamsters 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 Teamsters. This MOU becomes effective on March 24, 2022

SUNLINE TRANSIT AGENCY	TEAMSTERS LOCAL 1932
By:	By:
4	
Lauren Skiver	Peter Sierra
General Manager/CEO	TEAMSTERS' Representative

# SunLine Transit Agency and Teamsters Local 1932 2022 Negotiations Side Letter Agreement Shift Start Time March 11, 2022

During the time period that SunLine requires employees to submit to thermal screening, an employee is considered a late arrival if an employee is seven (7) minutes late to their start time of a scheduled work shift.