



Board of Directors Regular Meeting Agenda

August 28, 2019

1:30 p.m.

Point Arena
COAST COMMUNITY LIBRARY
Community Room
225 Main St.
Point Arena, CA

Teleconference Location

MTA Chair Saprina Rodriguez – Willits City Hall
111 E. Commercial Street
Willits, CA 95490

AGENDA ITEMS

- 1. Call to Order**
- 2. Public Comment**

Members of the public are welcome to attend MTA Board meetings to address items that are not on the agenda, or to bring other transit related matters to the attention of the Board. The time limit is 3 minutes per speaker.

CONSENT CALENDAR

- 3. Minutes of July 31, 2019 Board Meeting**
- 4. Board Meeting Calendar 2019-2020**
- 5. Service Performance Report**
- 6. Financial Statements July 1, 2018 to June 30, 2019**

ACTION & DISCUSSION

- 7. Unmet Needs**
Action: Solicit Public Input
- 8. Discussion Only GASB 68 Report**
- 9. Discussion and Possible Approval of Amendment to MTA Policy Section 3.7 Nepotism.**

10. **Discussion and Possible Adoption of Resolution No. 2019-14 Authorizing the General Manager to Apply for Federal Funding Under FTA Section 5310 (49 U. S. C. Section 5310) with California Department of Transportation.**
11. **Discussion and Possible Adoption of Resolution No. 2019-15 Approving Collective Bargaining Agreement with Teamsters Local 665 for the Term of July 1, 2019 to June 30, 2022.**
12. **Formation of MTA Contracted Transportation Services Ad Hoc Committee and Appointment of 3 Directors to Newly Formed Committee.**
13. **Matters from Management**
14. **Matters from Directors**

ADJOURN

Anticipated adjournment is 3:30 p.m.

Americans with Disabilities Act (ADA) Compliance

The Mendocino Transit Authority complies with AMERICANS WITH DISABILITIES ACT (ADA). Upon request, MTA will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Mendocino Transit Authority by calling (707) 234-6447 at least five days prior to the meeting.



Board of Directors Regular Meeting Minutes

July 31, 2019

1:30 p.m.

Willits

City of Willits Council Chambers
111 East Commercial Street
Willits, CA

AGENDA ITEMS

1. Call to Order

Chair Rodriguez called the meeting to order at 1:30 p.m.

Directors Present: Mulheren, Cross, Richard, Tarbell, Albin-Smith, Chair Rodriguez
Directors Absent: Gjerde

Staff Present: Carla Meyer, MTA General Manager
Bob Butler, MTA Maintenance Manger
Mark Harvey, MTA CFO
Jacob King, MTA Operations Manager
Heather Lindsteadt, Recording Secretary

Also Present: Loretta Ellard, MCOG

2. Public Comment

Una Wirkebau, Executive Director of the Greater Ukiah Business and Tourism Alliance introduced herself to the Board of Directors and expressed interest in assisting MTA with a possible hop-on, hop-off bus and other possible transportation opportunities in Ukiah. She invited the Board to make a presentation at an upcoming Chamber Luncheon.

CONSENT CALENDAR

3. Minutes of June 26, 2019 Board Meeting

4. Board Meeting Calendar 2019-2020

5. Service Performance Report

6. Financial Statements July 1, 2018 to May 31, 2019

Upon request by Director **Richard** #5 was pulled for further discussion.

Upon Motion by Director **Richard**, seconded by Director **Mulheren**, Consent Calendar Items #3, #4 and #6 were approved by unanimous roll call vote. **AYES:** Mulheren, Cross, Tarbell, Albin-Smith, Richard, Rodriguez **NOES:** 0 **ABSTAIN:** 0 **ABSENT:** Gjerde

Upon Motion by Director Tarbell, seconded by Director Albin-Smith, Consent Calendar Item # 5 was approved by unanimous roll call vote. **AYES:** Mulheren, Cross, Tarbell, Albin-Smith, Richard, Rodriguez **NOES:** 0 **ABSTAIN:** 0 **ABSENT:** Gjerde

ACTION & DISCUSSION

7. Unmet Needs

Action: Solicit Public Input

General Manager Meyer provided a request to add a route from Ukiah to Talmage and reported that the request will be added to the Unmet Needs list.

Director **Mulheren** requested that the prior year unmet needs list be provided monthly.

Nikki, Willits Resident, requested additional bus stops on the northbound route through Willits. She also reported that the seats in MTA's trolley are uncomfortable.

8. Discussion and Possible Adoption of Resolution No. 2019-13 Dial-A-Ride Fare Revision and Service Area Expansion

Upon Motion by Director **Tarbell**, seconded by Director **Cross**, the Board Adopted Resolution No. 2019-13 approving the Dial-A-Ride Fare Revision and Service Area Expansion by roll call vote. **AYES:** Mulheren, Cross, Tarbell, Albin-Smith, Rodriguez **NOES:** Richard **ABSTAIN:** 0 **ABSENT:** Gjerde

9. Discussion and Possible Approval of MTA Customer Satisfaction and Complaint Policy

Item was tabled.

Chair Rodriguez announced adjournment to Closed Session at 2:07 p.m.

CLOSED SESSION

10. Conference with Labor Negotiators Pursuant to Government Code §54957.6(a) Agency Designated Representatives: General Manager, Carla Meyer Employee Organization: Teamsters Union Local 665

11. Employee Performance Evaluation: General Manager Evaluation of Performance Pursuant to Government Code §54957

ANNOUNCEMENT OUT OF CLOSED SESSION

12. Announcement out of Closed Session

Chair **Rodriguez** reported that the Board met on two items in Closed Session.

Item # 10 Conference with Labor Negotiators. Chair **Rodriguez** reported the Board received information and gave direction to staff. No action taken.

Item # 11 Employee Performance Evaluation. Chair **Rodriguez** reported that the General Manager received a satisfactory performance evaluation.

13. Matters from Management

General Manager Meyer reported that MTA was not selected as a recipient for the Low-No Grant funding and that all of the grant awards went to Urban areas. She also reported that she would be making a presentation related to the Senior Center Transportation Programs after staff meets with MCOG and Senior Center representatives. She said that there have been issues related to Senior Center driver compliance and MTA had to suspend funding until the issues are resolved.

CFO Mark Harvey reported that staff is reconciling fiscal year 2018-2019 in preparation for the Audit.

Maintenance Manager Bob Butler reported that because MTA did not receive the Low-No grant, it prevents MTA from participating in the PG&E fleet ready program. He said MTA continues to pursue the electric cutaway vehicle through the pilot program with ChargePoint. Mr. Butler reported that he would be meeting with Sonoma Clean Power to review MTA's electrification capabilities.

Heather Lindsteadt reported that MTA is currently recruiting Fort Bragg and South Mendocino Coast Transit Vehicle Operators.

Operations Manager Jacob King reported that MTA is now operating service to Todd Grove Park and the Hospital in Ukiah.

14. Matters from Directors

Director Mulheren asked about how the new Ukiah routes will be advertised and said she would like to meet with staff about public-awareness of the new service. Director Mulheren also said that she is involved with Climate Action Mendocino. She reported that Mendocino Climate Action Advisory Committee is accepting applications for a 15-member committee. She said that there is a focus group related to transportation in Mendocino County. She suggested that MTA should be involved in the committee.

Director Tarbell reported that discussions with the Caspar Community Center continue to discuss a possible MTA bus stop. Director Tarbell said that he would be attending the Caspar Community Center Board meeting and requested Jacob King's attendance as well.

Director Richard asked who the Marketing person was at MTA. General Manager Meyer reported that it is contracted out to Suzanne Pletcher.

Director Albin-Smith reported that she was able to utilize RouteShout in Fort Bragg and she plans to take MTA to Sutter General and she will evaluate the trip as she goes. Director Albin-Smith is a member of the MCOG and CalGOC Boards and she is a proponent of electrification of transit vehicles and school vehicles and would be discussing the funding issues at both meetings.

There was a brief discussion about Board member bus passes and the importance of the Board members utilizing MTA services.

Chair Rodriguez requested that a policy revision on Nepotism be provided as a first draft for Board consideration at the August 2019 meeting.

ADJOURN

Chair Rodriguez adjourned the meeting at 3:52 p.m.

August 28, 2019

Agenda Item # 4




Board of Directors Meeting Schedule

Last Wednesday of every month - 2nd Wednesday of the month in December

Subject to Change

Date	Time	Location	Video Conference With	Major Agenda Items
2019				
July 31	4:30	Willits	only	
August 28	1:30	Point Arena	only	2019/20 Transit Needs: Point Arena
September 25	1:30	Fort Bragg	Ukiah	2019/20 Transit Needs: Fort Bragg
October 30	1:30	Ukiah	Fort Bragg	2019/20 Transit Needs: Ukiah
November 27	1:30	Ukiah	Fort Bragg	2019/20 Transit Needs
December 11	1:30	Ukiah	Fort Bragg	2019/20 Transit Needs: Ukiah
2020				
January 29	1:30	Fort Bragg	Ukiah	2019/20 Transit Needs: Ft Bragg
February 26	1:30	Willits	only	2019/20 Transit Needs: Willits Initial 2020/21 Budget Discussion
March 25	1:30	Ukiah	Fort Bragg	2019/20 Transit Needs: Ukiah DRAFT 2020/21 Budget & Claim
April 29	1:30	Point Arena	only	2019/20 Transit Needs: Point Arena
May 27	1:30	Fort Bragg	Ukiah	General Manager Evaluation General Manager Contract
June 24	1:30	Ukiah	Fort Bragg	FINAL 2020/21 Budget

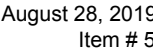
AGENDA ITEM #5

<div>  FY 18-19 RIDERSHIP PERFORMANCE BY ROUTE </div>																
	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2018-19 YTD	2017-18 YTD	# Change	% Change
01 - Willits Local	850	877	817	910	712	805	940	814	887	838	974	862	10286	11006	(720)	-7%
03 - Ukiah - DAR	1219	1290	1180	1298	1231	1170	1404	1280	1462	1583	2181	1278	16576	14580	1,996	14%
04 - Fort Bragg - DAR	1185	1299	1164	1322	1085	1241	1209	1138	1269	1385	1379	1203	14879	12670	2,209	17%
05 - BraggAbout	1269	1542	1656	1714	1515	1476	1309	1493	1429	1320	1500	1193	17416	18267	(851)	-5%
07 - Jitney	266	295	278	424	305	281	310	253	375	243	318	189	3537	2640	897	34%
08 - Ukiah Evening	799	1016	1034	1253	807	757	1016	849	1146	1359	1382	1092	12510	8124	4,386	54%
09 - Ukiah Local	9199	10377	10254	11902	8704	8600	9533	8875	9023	10201	10462	9256	116386	113619	2,767	2%
20 - Willits - Ukiah	2263	2437	2650	3396	2445	2081	2696	2589	2799	2748	2729	2125	30958	31731	(773)	-2%
60 - Coaster	826	932	1042	1134	855	869	974	836	934	964	1152	915	11433	11688	(255)	-2%
64 - Ukiah to Fort Bragg	449	475	441	421	375	387	309	329	406	389	357	308	4646	4867	(221)	-5%
65 - CC Rider	1026	1020	1044	1042	1020	913	806	783	932	953	902	926	11367	12560	(1,193)	-9%
65A - New Route 65	666	815	613	687	609	606	546	451	481	553	503	616	7146	7574	(428)	-6%
74 - Saturday Gualala-Ukiah	101	76	70	89	63	81	46	91	97	95	74	87	970	1117	(147)	-13%
75 - M-F Gualala to Ukiah	669	748	734	907	712	571	634	449	464	817	461	381	7547	8515	(968)	-11%
95 - Pt. Arena to Santa Rosa	659	512	436	502	401	452	358	303	374	387	313	214	4911	5258	(347)	-7%
97 - Redwood Coast Regional	262	296	262	261	224	244	262	213	252	265	274	250	3065	3235	(170)	-5%
Monthly Totals	21708	24007	23675	27262	21063	20534	22352	20746	22330	24100	24961	20895	273633	267451	6,182	2%



FY 17-18 RIDERSHIP PERFORMANCE BY ROUTE

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2017-18 YTD	2016-17 YTD	# Change	% Change
01 - Willits Local	978	1288	859	1061	965	935	851	723	835	849	922	740	11006			
03 - Ukiah - DAR	1450	710	882	1222	1392	1318	1324	1167	1412	1263	1288	1152	14580			
04 - Fort Bragg - DAR	1142	705	604	1033	1180	1224	1229	928	1253	1116	1172	1084	12670			
05 - BraggAbout	1478	1591	1490	1544	1454	1360	1539	1426	1750	1585	1580	1470	18267			
07 - Jitney	126	215	257	208	183	190	222	222	250	263	255	249	2640			
08 - Ukiah Evening	621	861	830	710	536	566	553	622	723	653	692	757	8124			
09 - Ukiah Local	9145	9790	10513	10424	8936	8523	8209	8992	9890	9614	9958	9625	113619			
20 - Willits - Ukiah	2274	3035	3303	3009	2573	2068	2322	2668	2610	2837	2752	2280	31731			
60 - Coaster	935	858	967	1106	882	855	992	956	1104	1037	1023	973	11688			
64 - Ukiah to Fort Bragg	390	489	473	385	368	314	360	373	392	405	454	464	4867			
65 - CC Rider	1083	982	944	1077	1155	1021	954	938	1036	1187	1159	1024	12560			
65A - New Route 65	636	723	738	736	638	675	524	527	560	565	577	675	7574			
74 - Saturday Gualala-Ukiah	106	78	118	101	86	93	73	85	114	71	84	108	1117			
75 - M-F Gualala to Ukiah	483	649	830	900	593	646	683	744	858	706	710	713	8515			
95 - Pt. Arena to Santa Rosa	482	509	537	388	411	405	397	406	420	398	410	495	5258			
97 - Redwood Coast Regional	260	300	263	284	199	261	272	248	288	281	303	276	3235			
Monthly Totals	21589	22783	23608	24188	21551	20454	20504	21025	23495	22830	23339	22085	267451	0	0	0



FY 2018/19
Month: June 2019

* 1 WILLITS LOCAL, 5 BRAGG ABOUT, 7 JITNEY, 9 UKIAH LOCAL, RCRC



Meeting Date: August 28, 2019

Agenda Item: # 6

AGENDA SUMMARY REPORT

SUBJECT:

Unaudited Financial Statements July 2018 – June 2019

SUMMARY:

Draft Unaudited Financial Reports for the twelve months of FY2018-2019 from MTA's QuickBooks accounting system including the Balance Sheet and Statement of Revenues and Expenses.

Revenue of \$4,811,053 (adjusted for senior center contracts) is 99% of budgeted revenue of \$4,861,729 with 100% of the fiscal year elapsed.

Expenses of \$5,379,914 (adjusted for senior center contracts) are 111.9% of budgeted expenses of \$4,809,127 with 100% of the fiscal year elapsed.

Unaudited Financial Reports for month ended July 31st, 2019, will be presented at the September 25 meeting.

STAFF RECOMMENDATION:

Accept Unaudited Financial Statements for July 2018 - June 2019

ATTACHMENTS:

Balance Sheet as of June 30th, 2019, with comparison to FY beginning Balance Sheet
Statement of Revenues and Expenses July 2018 – June 2019, with comparison to the 2018-2019 Budget.

Mendocino Transit Authority

Balance Sheet

with Beginning Year Comparison

	June 2019	Jun 2018	\$ Change
ASSETS			
Current Assets			
Checking/Savings	1,770,128.81	1,975,146.54	-205,017.73
Accounts Receivable	19,580.79	135.65	19,445.14
Other Current Assets			
102.900 · Receivables Other	346,984.06	342,082.87	4,901.19
102.990 · Grants Receivable Total	696,482.00	1,145,881.00	-449,399.00
103.990 · Inventory	122,065.91	105,480.24	16,585.67
104.199 · Prepaid Expenses Total	84,402.35	64,162.86	20,239.49
104.200 · Undeposited Funds	439.17		439.17
Total Other Current Assets	1,250,373.49	1,657,606.97	-407,233.48
Total Current Assets	3,040,083.09	3,632,889.16	-592,806.07
Fixed Assets			
111.900 · Fixed Assets	20,662,720.37	20,287,627.50	375,092.87
111.910 · Accumulated Depreciation	-10,286,390.29	-9,168,482.29	-1,117,908.00
121.900 · Intangible Total	15,000.00	15,000.00	0.00
121.910 · Accum Amortization Total	-15,000.00	-15,000.00	0.00
Total Fixed Assets	10,376,330.08	11,119,145.21	-742,815.13
Other Assets			
131.900 · Deferred Outflows of Resource	705,833.00	701,870.00	3,963.00
Total Other Assets	705,833.00	701,870.00	3,963.00
TOTAL ASSETS	14,122,246.17	15,453,904.37	-1,331,658.20
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	153,701.93	235,356.14	-81,654.21
Credit Cards	24,464.41	3,096.30	21,368.11
Other Current Liabilities			
203.160 · CalPERS Loan Repayments	1,525.12	0.00	1,525.12
205.700 · Uncashed Checks	6,491.04	6,491.04	0.00
205.900 · Accruals Total			
202.100 · Deferred Revenue	440,537.57	417,115.41	23,422.16
203.100 · Federal Payroll Tax Payable	11,895.40	10,549.76	1,345.64
203.110 · Medicare Payroll Tax Payable	3,294.16	3,240.68	53.48
203.120 · State Income Tax Payable	3,805.66	3,286.48	519.18
203.130 · State Disability Payable	1,209.44	1,180.00	29.44
203.140 · Misc Deductions	838.99	1,666.01	-827.02
203.150 · Garnishments Payable	145.85	0.00	145.85
203.200 · Workers Comp Payable	0.00	47,463.55	-47,463.55
204.200 · Grants/Contacts Payable	56,268.61	0.00	56,268.61
205.200 · Accrued Payroll	88,727.06	89,189.25	-462.19
205.300 · Accrued Retirement	21,825.95	38,002.62	-16,176.67
205.400 · Accrued Deferred Comp	8,044.59	12,496.46	-4,451.87
205.500 · Accrued Vacation	156,829.62	163,901.93	-7,072.31
205.600 · Accrued Sick Leave	70,689.11	66,649.42	4,039.69
Total 205.900 · Accruals Total	864,112.01	854,741.57	9,370.44

Mendocino Transit Authority
Balance Sheet
with Beginning Year Comparison

	June 2019	Jun 2018	\$ Change
Total Other Current Liabilities	872,128.17	861,232.61	10,895.56
Total Current Liabilities	1,050,294.51	1,099,685.05	-49,390.54
Long Term Liabilities			
231.900 · Prov-Restricted Funds	226,055.14	249,196.09	-23,140.95
235.300 · Deferred Inflows of Resource	148,130.00	176,255.00	-28,125.00
235.910 · Pension Liabilities	1,563,663.72	1,527,653.78	36,009.94
Total Long Term Liabilities	1,937,848.86	1,953,104.87	-15,256.01
Total Liabilities	2,988,143.37	3,052,789.92	-64,646.55
Equity			
32000 · Unrestricted Net Assets	1,053,201.76	-243,104.33	1,296,306.09
399.900 · Equity			
304.100 · Equity-Contributed Capital	15,890,100.96	15,890,100.96	0.00
304.500 · Accum Depr-Contributed Capital	-3,568,956.72	-3,568,956.72	0.00
304.600 · Equity Capital	512,349.13	512,349.13	0.00
305.100 · Retained Earnings	619,658.84	619,658.84	0.00
Total 399.900 · Equity	13,453,152.21	13,453,152.21	0.00
Net Income	-1,265,847.65	-808,933.43	-456,914.22
Total Equity	11,134,102.80	12,401,114.45	-1,267,011.65
TOTAL LIABILITIES & EQUITY	14,122,246.17	15,453,904.37	-1,331,658.20

Cash & Fund Balances	MTA	MCOG	TOTAL
Operating Cash	\$ 328,021.83		\$ 328,021.83
Operating Reserve	\$ 75,259.86		\$ 75,259.86
PTIMSEA	\$ 577,073.72		\$ 577,073.72
LCTOP	\$ 160,122.31		\$ 160,122.31
CAL OES	\$ 100,663.96		\$ 100,663.96
CAPITAL #4100	\$ 528,987.13		\$ 528,987.13
STA		\$ 678,776.00	\$ 678,776.00
STA -Unallocated		\$ 494,727.95	\$ 494,727.95
Fuel Reserve		\$ 175,000.00	\$ 175,000.00
State of Good Repair		\$ 129,579.00	\$ 129,579.00
Total	\$ 1,770,128.81	\$ 1,478,082.95	\$ 3,248,211.76

Mendocino Transit Authority
Statement of Revenues, Expenses
 July 2018 through June 2019

	Jul '18 - Jun 19	Budget Yr	Balance
	100% of Year	100% of Year	
Ordinary Income/Expense			
Income			
400.000 · Operating Revenue	829,225.06	907,000.00	77,774.94
400.999 · Non Operating Revenue	4,421,754.11	3,954,729.00	-467,025.11
Total Income	5,250,979.17	4,861,729.00	-389,250.17
Gross Profit	5,250,979.17	4,861,729.00	-389,250.17
Expense			
501.100 · Wages	2,863,676.26	2,384,982.56	-478,693.70
502.200 · Health	635,908.61	654,290.00	18,381.39
502.300 · Workers Comp	146,985.79	147,729.00	743.21
502.400 · Retirement	302,631.41	235,550.00	-67,081.41
502.500 · Payroll Taxes	69,446.72	28,500.00	-40,946.72
502.600 · Uniform Allowance	6,843.08	19,000.00	12,156.92
502.700 · Travel Expenses	21,787.13	7,000.00	-14,787.13
503.100 · Outside Labor	36,357.26	130,000.00	93,642.74
503.200 · Professional Services	112,483.14	90,000.00	-22,483.14
504.110 · Fuel	403,788.25	375,000.00	-28,788.25
504.115 · Lube	23,977.36	10,500.00	-13,477.36
504.120 · Tires/Tubes-Revenue Vehicles	35,777.75	27,300.00	-8,477.75
504.200 · Expense Parts	51,751.04	72,500.00	20,748.96
504.300 · Non-Capital Equipment	334.81		-334.81
504.400 · Office Expense	71,829.36	53,500.00	-18,329.36
504.500 · Subscriptions	1,914.45		-1,914.45
504.510 · Dues & Memberships	11,029.80	7,000.00	-4,029.80
504.600 · Janitorial Supplies	18,075.33	11,000.00	-7,075.33
504.610 · Shop Supplies	28,617.19	6,000.00	-22,617.19
504.620 · R & M-Buildings & Property	10,392.73	23,500.00	13,107.27
504.630 · Shelter's Expense	2,006.59		-2,006.59
505.100 · Telephone	21,996.28	17,500.00	-4,496.28
505.200 · Utilities	33,852.88	55,275.00	21,422.12
506.100 · Insurance	342,141.74	350,000.00	7,858.26
508.100 · Purchased Transportation	2,071.65	3,500.00	1,428.35
509.999 · Misc. Op. Expense	99,477.80	80,500.00	-18,977.80
510.100 · Contracts-Senior Centers	416,685.81	n/a	n/a
512.200 · Equipment Rental	1,492.82		-1,492.82
512.300 · Property Rental	23,017.44	19,000.00	-4,017.44
550.200 · Vehicles	249.14		-249.14
Total Expense	5,796,599.62	4,809,126.56	-570,787.25
Net Ordinary Income	-545,620.45	Total Budg Exp	Balance Avail
Other Income/Expense			
Other Income			
407.301 · Interest Income-Capital	15,622.16		
407.501 · Local -Other	214,552.00		
409.111-STA-Capital	49,000.00		
409.112 · State, Prop. 1B, TSSSDRA-CalOES	118,506.64		
Total Other Income	397,680.80		
Net Other Income	397,680.80		
Net Income Before Depreciation	-147,939.65		
 Depreciation Expense	 1,117,908.00		
 Net Income After Depreciation	 -1,265,847.65		

[illegible]

2018-19 UNMET NEEDS REQUESTS

Date	City	Requestor	Service Requested
2/28/2018	Willits	Saprina Rodriguez	Brooktrails
2/28/2018	Willits	Saprina Rodriguez	Sherwood Bus Transportation
2/28/2018	Willits	Saprina Rodriguez	Laytonville/Covelo Service
2/28/2018	Willits	Saprina Rodriguez	High School Service
2/28/2018	Willits	Saprina Rodriguez	Willits Senior Center Request more LTF funding
2/2//2018	Fort Bragg	Jim Tarbell	#60 Route on Sundays
4/16/2018	Ukiah	Facebook	Bus stop on E Gobbi at Senior mobile home park
5/19/2018	Ukiah	Facebook	#20 to run to Forks and Calpella in evening and on Saturday.
5/19/2018	Willits/Ukiah	Facebook	More evening transportation from Ukiah to Willits to get people home who work and disabled persons workshops and meetings past the last bus.
6/5/2018	Connie Chan	Iphone	Add more service on Talmadge Road for those that cannot walk very far.
6/6/2018	Linda Davidson	Facebook	Saturday Route #20 that provides service between Redwood Valley and MC.
6/9/2018	Jason Morash	Facebook	6-8AM Route #60 from Santa Rosa North to Ukiah
6/27/2018	Lloyd Cross	Meeting	Bridge services between Gualala area and south coast.
6/27/2018	Lloyd Cross	Meeting	Reconsider a pulse system at the Navarro Junction for buses to Fort Bragg, Ukiah, Gualala and Point Arena.
9/26/2018	Saprina Rodriguez	Meeting	20 parents have requested service to Eagle Peak school in Redwood Valley.
1/30/2019	Julie Golden	Meeting	Increased roundtrips between Ukiah and Hopland - evening, morning and weekend
1/30/2019	Fort Bragg Albin-Smith	Meeting	Increased weekend roundtrips between Santa Rosa and Fort Bragg
4/24/2019	Fort Bragg Albin-Smith	Meeting	Increased service along Hwy 1 to and from Fort Bragg
4/24/2019	Fort Bragg Albin-Smith	Meeting	Increased service between Willits and Fort Bragg and Fort Bragg and Mendocino
5/29/2019	Marianne Brannan Richard Hubacek	Meeting	Provide service to The Woods Retirement Community either fixed route or as needed
5/29/2019	Maureen Mulheren Ukiah	Meeting	Provide summer service to Todd Grove Park



Meeting Date: August 28, 2019

Agenda Item: # 8

AGENDA SUMMARY REPORT

SUBJECT:

Discussion Only – Consolidated GASB 68 Reporting Information

SUMMARY:

The Draft GASB68 Report for Fiscal Year Ended June 30th, 2019 is attached. This report is prepared annually by Bartel Associates, LLC and the results are incorporated into our annual audit.

From Bartel Associates:

Attached is our draft 2019 GASBS 68 report for the Mendocino Transit Authority's cost sharing plans. You may notice that the Authority's proportionate share of the net pension liability increased by roughly \$35K from last year (slides 3 and 9.) There were many factors influencing this including reductions from small investment gains (earnings for the year were 1.25% higher than assumed). However, the biggest single factor was the change in the proportionate share of the Net Pension Liability, meaning that the Authority was allocated a slightly larger share of the whole risk pool's net pension liability this year, which increased its NPL.

As you know, actuarial liabilities reported under GASB Statement 68 differ from the amounts and terminology used in CalPERS actuarial valuation report calculating the plan's funding requirements. We've posted an article describing the differences: <http://www.bartel-associates.com/news/2018/07/11/pension-plan-funding-and-accounting-comparison>
Please let us know if you have any questions on this or anything else in the report, or if you would like to schedule a time to walk through the report over the phone. We'll send a final version of the report whenever you are ready for it.

Thank you,
Mary Beth



Bartel Associates, LLC
411 Borel Avenue, Suite 101
San Mateo, CA 94402
Phone: 650/377-1617
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STAFF RECOMMENDATION:

No Action Required - Information Only

ATTACHMENTS:

June 30, 2019 Consolidated GASB 68 Reporting Information, CalPERS Risk Pools, Preliminary Results



DRAFT



Mendocino Transit Authority CalPERS Miscellaneous Pension Plans

June 30, 2019

Consolidated GASB 68 Reporting Information
CalPERS Risk Pools
Preliminary Results

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August 8, 2019

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Applicable Dates and Periods

	June 30, 2019 Employer Fiscal Year
■ Measurement date (MD)	June 30, 2018
■ Measurement period	July 1, 2017 to June 30, 2018
■ Actuarial valuation date	June 30, 2017



Net Pension Liability

Basis of Report

This report presents employer-specific amounts for reporting in accordance with Governmental Accounting Standards Board Statement No. 68 (GASB 68) for CalPERS public agency cost-sharing plans. Our calculations are based on information provided in actuarial valuation reports prepared by CalPERS and on the "Schedules of Employer Allocations for Components of Net Pension Liability and Schedule of Collective Pension Amounts", prepared by CalPERS and audited by KPMG. We have followed the methodology described in that report and in other CalPERS publications including the GASB 68 Guide for Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plans. It was not part of the scope of this project, nor was information available, to review the census data, actuarial calculations or the actuarial assumptions used to prepare those reports. CalPERS reports used for our calculations are available at: <https://www.calpers.ca.gov/page/employers/actuarial-services/gasb>

Additional information to be presented in each agency's Notes and RSI can be found on CalPERS website in the CalPERS Risk Pool reports as of the June 30, 2018 Measurement Date and CalPERS CAFR:

<https://www.calpers.ca.gov/docs/forms-publications/gasb-68-accounting-valuation-miscellaneous-risk-pool-2018.pdf>

<https://www.calpers.ca.gov/docs/forms-publications/gasb-68-accounting-valuation-safety-risk-pool-2018.pdf>

<https://www.calpers.ca.gov/docs/forms-publications/cafr-2018.pdf>



Proportionate Share of Net Pension Liability/(Asset)

	Fiscal Year Ending	
	June 30, 2019	June 30, 2018
■ Total	\$ 1,563,664	\$ 1,527,654

See page 14 for supporting detail.



Note Disclosures

Proportionate Share of Net Pension Liability/(Asset)

	Percentage Share of Plan		Change: Increase/ (Decrease)
	6/30/2019	6/30/2018	
■ Fiscal Year End	6/30/2019	6/30/2018	
■ Measurement Date	6/30/2018	6/30/2017	
■ Percentage of Plan (PERF C) NPL	0.01623%	0.01540%	0.00083%

See page 14 for supporting detail.



**Sensitivity of Proportionate Share of Net Pension Liability (Asset)
to Changes in the Discount Rate**

	Discount Rate		
	6.15% (1% Decrease)	7.15% (Current Rate)	8.15% (1% Increase)
■ Measurement Date	6/30/2018		
■ Fiscal Year End	6/30/2019		
■ Net Pension Liability	\$ 2,778,995	\$ 1,563,664	\$ 560,429

See page 15 for supporting detail.



Note Disclosures

Pension Expense (Income) for Fiscal Year

	2018/19
■ Total pension expense (income) for fiscal year	\$ 258,298

See page 25 for supporting detail.



Deferred Outflows/Inflows Balances at June 30, 2019

	Deferred Outflows of Resources	Deferred Inflows of Resources
■ Differences between expected and actual experience *	\$ 59,995	\$ (20,416)
■ Changes of assumptions *	178,262	(43,689)
■ Net differences between projected and actual earnings on plan investments *	7,730	-
■ Change in employer's proportion **	205,470	-
■ Differences between the employer's contributions and the employer's proportionate share of contributions***	-	(84,025)
■ Pension contributions subsequent to measurement date	254,376	-
■ Total	705,833	(148,130)

* Supporting detail on page 17.

** Supporting detail on page 20.

*** Supporting detail on page 23.



Note Disclosures

**Recognition of Deferred Outflows and Inflows of Resources
in Future Pension Expense**

	Deferred Outflows/(Inflows) of Resources
■ Fiscal Year Ending June 30:	
● 2020	\$ 200,738
● 2021	133,031
● 2022	(16,376)
● 2023	(14,064)
● 2024	-
● Thereafter	-

Supporting detail on page 24.



**Schedule of Authority's Proportionate Share
of the Plan's (PERF C) Net Pension Liability**

	Fiscal Year End	
	6/30/19	6/30/18
■ Measurement Date	6/30/18	6/30/17
■ Authority's proportion of the net pension liability	0.01623%	0.01540%
■ Authority's proportionate share of the net pension liability	\$ 1,563,664	\$ 1,527,654
■ Authority's covered-employee payroll *	2,375,217	2,154,914
■ Authority's proportionate share of the net pension liability as a percentage of covered-employee payroll	65.83%	70.89%
■ Plan's fiduciary net position as a percentage of the plan's total pension liability **	75.26%	73.31%

* For the year ending on the measurement date.

** Supporting detail on page 11.



Required Supplementary Information

Schedule of the Authority's Contributions

Contributions for the fiscal year ending:	6/30/19	6/30/18
■ Actuarially determined contribution	\$ 254,376	\$ 215,248
■ Contributions in relation to the actuarially determined contribution	254,376	215,264
■ Contribution deficiency (Excess)	-	(16)
■ Authority's covered-employee payroll *	2,546,696	2,375,217
■ Contributions as a percentage of covered-employee payroll	9.99%	9.06%

* For the fiscal year ending on the date shown.



	Miscellaneous Risk Pool	Safety Risk Pool	Total
■ Employer Allocation Basis*			
Total Pension Liability	0.05319%	N/A	N/A
Fiduciary Net Postion	0.05655%	N/A	N/A
■ Data from Risk Pool Reports for Measurement Date June, 30 2018			
Total Pension Liability	\$ 16,891,153,209	\$ 22,053,702,155	\$ 38,944,855,364
(1) Fiduciary Net Postion	13,122,440,092	16,186,149,467	29,308,589,559
Net Pension Liability	3,768,713,117	5,867,552,688	9,636,265,805
Funded Percentage	N/A	N/A	75.26%
■ Sensitivity			
(2) NPL @ 6.15% discount rate	6,053,599,297	8,907,796,860	
(1) + (2) TPL @ 6.15% discount rate	19,176,039,389	25,093,946,327	
(3) NPL @ 8.15% discount rate	1,882,577,074	3,376,616,970	
(1) + (3) TPL @ 8.15% discount rate	15,005,017,166	19,562,766,437	
■ Collective Pension Expense			
	584,881,668	979,582,204	



■ Deferred Outflows (Inflows) Balances at June 30, 2018 Measurement Date (MD)				
MD				
2016	Differences between expected and actual experience	(719,949)	(478,255)	N/A
2017	Differences between expected and actual experience	(48,486,159)	39,697,202	N/A
2018	Differences between expected and actual experience	144,598,868	86,376,714	N/A
2017	Change in Assumptions	429,644,509	575,709,251	N/A
2018	Change in Assumptions	(105,297,568)	(77,673,473)	N/A
2015	Differences between projected and actual earnings on plan investments	114,295,501	149,612,057	N/A
2016	Differences between projected and actual earnings on plan investments	309,147,108	395,448,940	N/A
2017	Differences between projected and actual earnings on plan investments	(269,221,669)	(342,768,439)	N/A
2018	Differences between projected and actual earnings on plan investments	(135,589,390)	(162,566,478)	N/A
■ Other				N/A
	Aggregate Employer Contributions	499,847,617	682,838,026	N/A
	Expected Average Remaining Service Lifetime (EARS�)		N/A	3.8
	Future Recognition of Deferred Amounts			
	Measurement Date			
	2019	370,302,019	536,961,280	N/A
	2020	214,375,541	319,448,983	N/A
	2021	(112,408,963)	(152,411,126)	N/A
	2022	(33,897,346)	(40,641,618)	N/A

*From the report: <https://www.calpers.ca.gov/docs/forms-publications/gasb-68-public-agency-schedules-2018.pdf>



Supporting Calculations

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Employer Contributions during Year

	Fiscal Year Paid:	
	2018/19	2017/18
■ Misc Classic	\$ 175,843	\$ 156,829
■ Misc PEPR	78,533	58,435
■ Total	254,376	215,264



Supporting Calculations

Proportionate Share of Net Pension (Liability)/Asset

	Fiscal Year Ending 6/30/2019		
	Measurement Date 6/30/2018		
	Total Pension Liability	Fiduciary Net Position	Net Pension Liability
■ Authority % *	0.05319%	0.05655%	
■ Total Misc Risk Pool *	\$ 16,891,153,209	\$ 13,122,440,092	N/A
■ Authority's Proportionate Share	8,984,404	7,420,740	\$ 1,563,664
■ Total PERF-C NPL *	N/A	N/A	9,636,265,805
■ Authority's Proportionate Share of	N/A	N/A	0.01623%

* Supporting detail on page 11.



Sensitivity of Proportionate Share of Net Pension Liability (Asset)
to Changes in the Discount Rate

	Discount Rate		
	6.15%	7.15%	8.15%
■ Measurement Date	6/30/2018		
■ Fiscal Year End	6/30/2019		
■ Miscellaneous			
Risk Pool Total Pension Liability *	\$ 19,176,039,389	\$ 16,891,153,209	\$ 15,005,017,166
Employer's TPL Proportion	0.05319%	0.05319%	0.05319%
Proportionate share of TPL	\$ 10,199,735	\$ 8,984,404	\$ 7,981,169
Less: Proportionate share of FNP **	7,420,740	7,420,740	7,420,740
Net Pension Liability	2,778,995	1,563,664	560,429

* Supporting detail on page 11.

** Supporting detail on page 14.



Supporting Calculations

Allocation Factor for Deferred Inflows and Outflows

	<u>Miscellaneous</u>
(1) Total Misc Risk Pool Net Pension Liability*	\$ 3,768,713,117
(2) Authority's Proportionate Share of Net Pension Liability **	1,563,664
(3) Authority's Deferred Outflows/Inflows of Resources Allocation Basis (2) ÷ (1) ***	0.04149%

* Supporting detail on page 11.

** Supporting detail on page 14.

*** Deferred Outflows/Inflows of resources allocated based on the employer's share of the Miscellaneous Risk Pool net pension liability, per CalPERS' guidance in the 6/30/2018 Schedules of Employer Allocations for Components of Net Pension Liability and Schedule of Collective Pension Amounts.



Supporting Calculations

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Total Risk Pool Deferred Outflows/(Inflows)

Measurement Date	Item	Misc Risk Pool*	Employer Amount (0.04149%)**	Employer Deferred Outflow	Employer Deferred (Inflow)
Differences between Actual and Expected Experience					
2016		\$ (719,949)	\$ (299)	\$ -	(299)
2017		(48,486,159)	(20,117)	-	(20,117)
2018		144,598,868	59,995	59,995	-
Actual and Expected Experience			39,579	59,995	(20,416)
Changes of assumptions					
2017		429,644,509	178,262	178,262	-
2018		(105,297,568)	(43,689)	-	(43,689)
Total Assumptions Change			134,573	178,262	(43,689)
Net Difference between Projected and Actual Return on Investments					
2015 to 2018		18,631,550	7,730	7,730	-

* Supporting detail on page 12. ** Supporting detail on page 16, unrounded allocation factor is used.



Supporting Calculations

Change in Proportion Calculation

	Unrecognized Differences between Expected and Actual Experience	Unrecognized Changes in Assumptions	Unrecognized Net Difference Between Projected and Actual Earnings on Investments	Total Pension Liability	Fiduciary Net Position	Total
■ Miscellaneous Risk Pool						
Net deferral at 6/30/2017 MD	\$ (71,784,872)	\$617,374,651	\$151,150,027	\$(16,016,547,402)	\$12,074,499,781	
Employer proportion at 6/30/2018 MD*	0.04149%	0.04149%	0.04149%	0.05319%	0.05655%	
Employer amount using 6/30/2018 basis	(29,784)	256,153	62,713	(8,519,202)	6,828,130	(1,401,990)
Employer balances at 6/30/2017 MD	(34,700)	298,439	73,066	(7,742,399)	6,214,745	(1,190,849)
Difference	(4,916)	42,286	10,353	776,803	(613,385)	211,141

* Supporting details on pages 11 and 16, unrounded allocation factor is used.



Change in Proportion

Calculation at June 30, 2019 financial statement date

	2015 Measurement Date	2016 Measurement Date	2017 Measurement Date	2018 Measurement Date	Total
Balance reported at June 30, 2018	\$ (44,859)	\$ 28,516	\$ 59,346	\$ 211,141 *	
Remaining Amortization Years	0.8 years	1.7 years	2.8 years	3.8 years	
Current Year Amortization	44,859	(16,775)	(21,195)	(55,563)	(48,674)
Balance reported at June 30, 2019	-	11,741	38,151	155,578	205,470

* Balance at July 1, 2018, after 6/30/18 reporting date.

**Supporting Calculations****Recognition Schedule for Deferred Outflows/Inflows at June 30, 2019 Employer-Specific Deferral: Change in Proportions**

	Initial Recognition Period				Total
	2015/16	2016/17	2017/18	2018/19	
■ Measurement Period	2014/15	2015/16	2016/17	2017/18	
■ Initial amount	\$ (213,075)	\$ 62,066	\$ 80,541	\$ 211,141	
■ Initial recognition period	3.8 years	3.7 years	3.8 years	3.8 years	
■ Amount recognized in FY pension expense					
• 2015/16 (3rd prior year)	(56,072)	N/A	N/A	N/A	(56,072)
• 2016/17 (2nd prior year)	(56,072)	16,775	N/A	N/A	(39,297)
• 2017/18 (Prior year)	(56,072)	16,775	21,195	N/A	(18,102)
• 2018/19 (Current year)	(44,859)	16,775	21,195	55,563	48,674
• 2019/20	-	11,741	21,195	55,563	88,499
• 2020/21	-	-	16,956	55,563	72,519
• 2021/22	-	-	-	44,452	44,452
• Total	(213,075)	62,066	80,541	211,141	140,673
■ Deferred Outflows at FYE 6/30/2019	-	11,741	38,151	155,578	205,470
■ Deferred Inflows at FYE 6/30/2019	-	-	-	-	-



Difference in Actual Contribution and Proportionate Share of Contribution Calculation

	<u>Miscellaneous</u>
(1) Aggregate Risk Pool employer contributions for MP 2017/18*	\$ 499,847,617
(2) Employer proportion (FNP %)**	0.05655%
(3) Proportionate share of aggregate Employer contribution (1) * (2)	282,664
(4) Actual Contribution for Measurement Period 2017/2018	<u>215,264</u>
(5) Difference (4) - (3)	(67,400)

* Supporting detail on page 12.

** Supporting detail on page 11.



Supporting Calculations

Difference in Actual Contributions and Proportionate Share of Contributions

Calculation at June 30, 2019 financial statement date

	<u>2015 Measurement Date</u>	<u>2016 Measurement Date</u>	<u>2017 Measurement Date</u>	<u>2018 Measurement Date</u>	<u>Total</u>
Balance reported at June 30, 2018	(7,021)	(24,993)	(37,443)	(67,400) *	(136,857)
Remaining Amortization Years	0.8 years	1.7 years	2.8 years	3.8 years	
Current Year Amortization	7,021	14,701	13,373	17,737	52,832
Balance reported at June 30, 2019	-	(10,292)	(24,070)	(49,663)	(84,025)

* Balance at July 1, 2018, after 6/30/18 reporting date.



Supporting Calculations

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Recognition Schedule for Deferred Outflows/Inflows at June 30, 2019 Employer-Specific Deferral: Difference Between Actual & Proportionate Share of Employer Contributions

	Initial Recognition Period				Total
	2015/16	2016/17	2017/18	2018/19	
■ Measurement Period	2014/15	2015/16	2016/17	2017/18	
■ Initial amount	\$ (33,352)	\$ (54,395)	\$ (50,816)	\$ (67,400)	
■ Initial recognition period	3.8 years	3.7 years	3.8 years	3.8 years	
■ Amount recognized in FY pension expense					
● 2015/16 (3rd prior year)	(8,777)	N/A	N/A	N/A	(8,777)
● 2016/17 (2nd prior year)	(8,777)	(14,701)	N/A	N/A	(23,478)
● 2017/18 (Prior year)	(8,777)	(14,701)	(13,373)	N/A	(36,851)
● 2018/19 (Current year)	(7,021)	(14,701)	(13,373)	(17,737)	(52,832)
● 2019/20	-	(10,292)	(13,373)	(17,737)	(41,402)
● 2020/21	-	-	(10,697)	(17,737)	(28,434)
● 2021/22	-	-	-	(14,189)	(14,189)
● Total	(33,352)	(54,395)	(50,816)	(67,400)	(205,963)
■ Deferred Outflows at FYE 6/30/2019	-	-	-	-	-
■ Deferred Inflows at FYE 6/30/2019	-	(10,292)	(24,070)	(49,663)	(84,025)



Supporting Calculations

Recognition of Deferrals in Future Pension Expense

Measurement Period Ending June 30:	Fiscal Year Ending June 30:	Miscellaneous Risk Pool Amount			Employer Specific Amounts		Total
		Risk Pool Amount*	Applicable Percentage**	Authority's Proportionate Share	Change in Proportion***	Difference Between Actual and Proportionate Share of Contributions ****	
■ 2019	■ 2020	\$370,302,019	0.04149%	\$ 153,641	\$ 88,499	\$ (41,402)	\$ 200,738
■ 2020	■ 2021	214,375,541	0.04149%	88,946	72,519	(28,434)	133,031
■ 2021	■ 2022	(112,408,963)	0.04149%	(46,639)	44,452	(14,189)	(16,376)
■ 2022	■ 2023	(33,897,346)	0.04149%	(14,064)	-	-	(14,064)
■ 2023	■ 2024	-	0.04149%	-	-	-	-
■ Thereafter	■ Thereafter	-	0.04149%	-	-	-	-

* See page 12.

** See page 16, unrounded allocation factor is used.

*** See page 20.

**** See page 23.



GASB 68 Balance Equation for Pension Expense Calculation

	Fiscal year ending		Change
	6/30/2018	6/30/2019	
■ Measurement date	6/30/2017	6/30/2018	
■ Total pension liability	\$ 7,742,399	\$ 8,984,404	\$ 1,242,005
■ Fiduciary net position	6,214,745	7,420,740	1,205,995
■ Net pension liability/(asset)	1,527,654	1,563,664	36,010
■ Deferred inflows of resources	176,255	148,130	(28,125)
■ Deferred (outflows) of resources *	(486,606)	(451,457)	35,149
■ Contributions in the measurement period	-	215,264	215,264
■ Net balance sheet impact	1,217,303	1,475,601	258,298
■ Pension Expense (Income)			258,298

* The deferral for contributions after the measurement date is excluded.



Supporting Calculations

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Beginning Balances

Following summarizes the beginning balances from the 2017 measurement date *

	<u>Debit</u>	<u>Credit</u>
Differences between expected and actual experience	\$ 2,604	\$ (37,304)
Changes of assumptions	323,074	(24,635)
Net differences between projected and actual earnings on plan investments	73,066	-
Change in employer's proportion	87,862	(44,859)
Differences between the employer's contributions and the employer's proportionate share of contributions	-	(69,457)
Total deferred outflow/inflow	486,606	(176,255)
Pension contributions subsequent to measurement date	215,264	-
Net Pension Liability	-	(1,527,654)
Net Impact	1,002,039	-
<i>Check</i>	<i>1,703,909</i>	<i>(1,703,909)</i>

* Recorded at 6/30/18 fiscal year end.

**Journal Entries****Employer Contributions**

Following records the impact of employer contributions, assuming employer contributions were recorded as pension expense when paid.

	<u>Debit</u>	<u>Credit</u>
Net pension liability	\$ 215,264	
Deferred Outflow - FY 2018 contributions		\$ (215,264)
Deferred Outflow - FY 2019 contributions	254,376	
Pension Expense		(254,376)
<i>Check</i>	<i>469,640</i>	<i>(469,640)</i>



Journal Entries

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Summary Journal Entries - Pension Expense

Following records the impact of current year pension expense

	Debit	Credit
Deferred Outflows	\$ 174,999	\$ (210,148)
Deferred Inflows	61,747	(33,622)
Pension Expense (Income)	258,298	-
Net pension liability	-	(251,274)
<i>Check</i>	<i>495,044</i>	<i>(495,044)</i>

See pages 32 and 31 ("Subtotal" row) for details.



Journal Entries

Ending Balances at June 30, 2019

	Debit	Credit
Differences between expected and actual experience	\$ 59,995	\$ (20,416)
Changes of assumptions	178,262	(43,689)
Net differences between projected and actual earnings on plan investments	7,730	-
Change in employer's proportion	205,470	-
Differences between the employer's contributions and the employer's proportionate share of contributions	-	(84,025)
Total deferred outflow/inflow	451,457	(148,130)
Pension contributions subsequent to measurement date	254,376	-
Net Pension Liability (NPL)	-	(1,563,664)
Net Impact	1,005,961	-
<i>Check</i>	<i>1,711,794</i>	<i>(1,711,794)</i>
Total pension expense (income) for FYE 2019	258,298	-



Reconciliation of Deferred Outflows

August 28, 2019

Item # 8

(Detail for page 29)

Deferred Outflows	Opening Balance Debit	Journal Entry- Debit	Journal Entry - (Credit)	Ending Balance Debit
Differences between actual and expected experience	\$ 2,604	\$ 57,391	\$ -	\$ 59,995
Change in assumptions	323,074	-	(144,812)	178,262
Differences between projected and actual earnings on plan investments	73,066	-	(65,336)	7,730
<u>Employer Specific</u>				
Change in employer's proportion	87,862	117,608	-	205,470
Differences between the employer's contributions and the employer's proportionate share of contributions	-	-	-	-
Subtotal	486,606	174,999	(210,148)	451,457
Contributions after the Measurement Date	215,264	254,376	(215,264)	254,376
Total Deferred Outflows	701,870	429,375	(425,412)	705,833

Note "Changes" for Risk Pool deferrals equals total change from prior year to current year. "Changes" for employer-specific deferrals includes recognition of previous deferral or establishment of new deferral.



Reconciliation of Deferred Inflows

(Detail for page 29)

Deferred Inflows	Opening Balance (Credit)	Journal Entry- (Credit)	Journal Entry - Debit	Ending Balance (Credit)
Differences between actual and expected experience	\$ (37,304)	\$ -	\$ 16,888	\$ (20,416)
Change in assumptions	(24,635)	(19,054)	-	(43,689)
Differences between projected and actual earnings on plan investments	-	-	-	-
<u>Employer Specific</u>				
Change in employer's proportion	(44,859)	-	44,859	-
Differences between the employer's contributions and the employer's proportionate share of contributions	(69,457)	(14,568)	-	(84,025)
Total Deferred Inflows	(176,255)	(33,622)	61,747	(148,130)

Note "Changes" for Risk Pool deferrals equals total change from prior year to current year. "Changes" for employer-specific deferrals includes recognition of previous deferral or establishment of new deferral.



Summary of Balances

	Fiscal year ending	
	6/30/2018	6/30/2019
■ Measurement date	6/30/2017	6/30/2018
■ Total pension liability	\$ (7,742,399)	\$ (8,984,404)
■ Fiduciary net position	<u>6,214,745</u>	<u>7,420,740</u>
■ Net pension (liability)/asset	(1,527,654)	(1,563,664)
■ Deferred (inflows) of resources	(176,255)	(148,130)
■ Deferred outflows of resources	<u>701,870</u>	<u>705,833</u>
■ Net balance sheet impact	(1,002,039)	(1,005,961)

Deferred Outflows includes contributions after the measurement date.





Meeting Date: August 28, 2019

Agenda Item: # 9

AGENDA SUMMARY REPORT

SUBJECT:

Amended Nepotism Policy – MTA Policy Section 3.7 – First Draft

SUMMARY:

At its July 2019 Board meeting the Board directed staff to prepare and present an updated Nepotism Policy.

Sloan Sakai Yeung & Wong, MTA's legal team, reviewed MTA's current Nepotism policy and has updated the policy in accordance with applicable law.

STAFF RECOMMENDATION:

1. Approve Nepotism Policy - Section 3.7 as presented.
or
2. Approve Nepotism Policy - Section 3.7 with modifications.
or
3. Provide direction to staff and request final Nepotism Policy be presented to the Board in September.

ATTACHMENTS:

Nepotism Policy Section 3.7 - redline draft
Nepotism Policy Section 3.7 - redline accepted
MTA Employment Candidate Checklist

3.7 Nepotism

The MTA believes that the most qualified candidates should be selected for positions in the department, for promotions, and for assignment to specialized positions. Employees who are related to or who are engaged in a romantic relationship with candidates for hiring, selection, promotion, or assignment to specialized positions must ensure that all reasonable precautions are taken to avert any undue influence in the selection process or even the appearance of impropriety in the process.

The MTA recognizes the rights of employees to become involved in personal relationships with their co-workers. However, it is also the policy of the MTA to ensure that its employees carry out their duties with impartiality and fairness so that public and organizational confidence in the actions of MTA employees is maintained. Also, public trust, efficient MTA operations, proper supervision, security, workplace safety, and MTA morale require that employees avoid the appearance of or actual conflicts of interest between their professional responsibilities and any involvement in a family or personal relationship with other employees.

The general employment policies of the MTA do not permit discrimination against employees or applicants on the basis of marital or familial status. This policy is to be interpreted and applied consistent with those general employment policies. This policy is not intended to change or conflict with policies providing for equal employment opportunity or prohibiting unlawful discrimination.

- (1) ~~A member~~ Members of an employee's immediate family will be considered for employment by MTA, provided the applicant possesses ~~all the qualifications for employment~~ all the qualifications for employment in the same manner as other, non-family member applicants. An immediate family member ~~may will~~ not be hired ~~into a , however, if~~ position if such employment would:
 - a) Create either a direct or indirect supervisor/subordinate relationship ~~with a family member~~; or
 - b) Create either an actual conflict of interest or the appearance of a conflict of interest
- (2) ~~These criteria will also be considered when assigning, transferring, or promoting an employee. For purposes of this policy, "immediate family" includes: grandparent, parent, parent-in-law, spouse, sibling or child, or a corresponding step-relationship, or any member of the employee's household.~~

For purposes of this policy, "immediate family" includes: grandparent, parent, parent-in-law, spouse or domestic partner, sibling or child, or a corresponding half or step-relationship, or any member of the employee's household.

- (3) Hiring, Promotion and Assignments to Specialized Positions

~~Employees who marry or become members of the same household may continue employment as long as there is not:~~

 - ~~a) A direct or indirect supervisor/subordinate relationship between such employees; or~~
 - ~~b) An actual conflict of interest or the appearance of a conflict of interest.~~

Employees who have a family or personal relationship with ah candidate for hiring selection, promotion, or assignment to specialized positions shall not be involved in the selection, appointment, or assignment process.

(4) Supervisory Procedures

~~Should one of the above situations occur, the MTA will attempt to find a suitable position within the MTA to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which one of them will resign.~~

An employee generally shall not directly supervise a relative or another employee where a family or personal relationship exists. It will be incumbent upon the subordinate to select assignments which will not put them under the supervision or management of someone with whom they have a family or personal relationship.

(5) Working Conditions

The assignment or employment of employees with a family or personal relationship within a department or division may be limited or prohibited, even if the employees are not in the direct line of supervision, depending on the conditions. Since these situations could involve conflicts of interest, these situations will be decided on a case-by-case basis by the Department Head and the General Manager or designee. For example, one person typically should not be employed in a position where that person would approve or process payroll for a spouse.

(6) Employees who marry or become members of the same household during their employment with MTA may continue employment so long as:

- a) There is no direct or indirect supervisor/subordinate relationship between such employees; or
- b) It does not create an actual conflict of interest or the appearance of a conflict of interest.

(7) Duty to Notify and Accommodation

In the event that employees in the same department or division become involved in a personal relationship, they shall notify their immediate supervisor or manager as soon as possible. Employees who find themselves working in close proximity to a relative or another employee with whom they have a personal relationship, even if in different departments or divisions, shall notify their immediate supervisor or manager of the circumstances.

The General Manager or designee will review the working relationship of the two employees and determine if it violates this policy. The General Manager or designee, in conjunction with the department head, will make reasonable efforts to transfer, reassign, or otherwise resolve the situation so that one of the employees is placed in a position where the conflict potential no longer exists. Prior to any reassignment, the MTA will receive input from the involved employees.

Any failure to report relationships as required by this policy shall constitute misconduct and may subject an employee to disciplinary action.

- (8) Should one of the above situations occur, the MTA will attempt to reassign one of the employees to another position for which he or she is qualified, provided such a position is available. If no such position is available, then one of the employees will be required to leave the MTA. The decision as to which individual will leave the MTA is left solely to the two employees.

3.7 Nepotism

The MTA believes that the most qualified candidates should be selected for positions in the department, for promotions, and for assignment to specialized positions. Employees who are related to or who are engaged in a romantic relationship with candidates for hiring, selection, promotion, or assignment to specialized positions must ensure that all reasonable precautions are taken to avert any undue influence in the selection process or even the appearance of impropriety in the process.

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 - a) Create either a direct or indirect supervisor/subordinate relationship; or
 - b) Create either an actual conflict of interest or the appearance of a conflict of interest
- (2) For purposes of this policy, "immediate family" includes: grandparent, parent, parent-in-law, spouse or domestic partner, sibling or child, or a corresponding half or step-relationship, or any member of the employee's household.
- (3) Hiring, Promotion and Assignments to Specialized Positions

Employees who have a family or personal relationship with a candidate for hiring selection, promotion, or assignment to specialized positions shall not be involved in the selection, appointment, or assignment process.
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An employee generally shall not directly supervise a relative or another employee where a family or personal relationship exists. It will be incumbent upon the subordinate to select assignments which will not put them under the supervision or management of someone with whom they have a family or personal relationship.
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The assignment or employment of employees with a family or personal relationship within a department or division may be limited or prohibited, even if the employees are not in the direct

line of supervision, depending on the conditions. Since these situations could involve conflicts of interest, these situations will be decided on a case-by-case basis by the Department Head and the General Manager or designee. For example, one person typically should not be employed in a position where that person would approve or process payroll for a spouse.

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MTA EMPLOYMENT CANDIDATE CHECKLIST			
NAME:		DATE:	
1	Does this candidate meet all employment qualifications as a non-family member applicant?	Yes	No
2	What is the candidates familial relationship:		
3	Will this candidate be employed in a direct or indirect subordinate position from the family member and/or romantic relationship staff member?	Yes	No
4	If so, can the direct or indirect supervisory position be removed from the direct or indirect supervision?	Yes	No
5	If so, how?		
6	Does employment of this candidate create a conflict of interest?	Yes	No
7	If applicable, does this candidates position conflict with the financial internal controls - segregation of duties?	Yes	No
8	Is this candidate the best qualified applicant for the position?	Yes	No
ADDITIONAL NOTES:			

ADDITIONAL NOTES:



Meeting Date: August 28, 2019

Agenda Item: # 10

AGENDA SUMMARY REPORT

SUBJECT:

Adoption of Resolution No. 2019-14 Authorizing the Federal Funding under FTA Section 5310 with the California Department of Transportation.

SUMMARY:

The goal of the 5310 Program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options available. The FTA 5310 Program provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

This program provides grant funds for capital, mobility management, and operating expenses.

In January 2017 MTA applied for and was awarded 5310 grant funds to establish a mobility management program.

The next two-year cycle for 5310 funds is open. The application is due on September 6, 2019. MTA is applying for \$450,000 to continue its current program.

STAFF RECOMMENDATION:

1. Adopt Resolution No. 2019-14 Authorizing the Federal Funding Under FTA Section 5310 with the California Department of Transportation.

or

2. Do not apply for Federal 5310 grant funds.

ATTACHMENTS:

Resolution No. 2019-14



Authorizing Resolution
RESOLUTION NO. 2019-14

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5310 (49 U.S.C. SECTION 5310) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act (**FTA C 9070.1G**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for seniors and individuals with disabilities; and

WHEREAS, *MENDOCINO TRANSIT AUTHORITY* desires to apply for said financial assistance to permit provided continued funding for the MTA Mobility Management Program in MENDOCINO COUNTY, CA and;

WHEREAS, the *MENDOCINO TRANSIT AUTHORITY* has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the *MENDOCINO TRANSIT AUTHORITY* does hereby authorize *CARLA A. MEYER, GENERAL MANAGER* to file and execute applications on behalf of *MENDOCINO TRANSIT AUTHORITY* with the Department to aid in the financing of capital projects pursuant to Section 5310 of the Federal Transit Act (**FTA C 9070.1G**),

That *CARLA A. MEYER, GENERAL MANAGER* is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That *CARLA A. MEYER, GENERAL MANAGER* is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.

That *CARLA A. MEYER, GENERAL MANAGER* is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project/s.

PASSED AND ADOPTED by the *MENDOCINO TRANSIT BOARD OF DIRECTORS* of the *MENDOCINO COUNTY*, State of California, at a regular meeting of said Commission or Board Meeting held on the 28TH of September, 2019 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest:

Saprina Rodriguez, Chair

Carla A. Meyer, General Manager



Meeting Date: August 28, 2019

Agenda Item: # 11*

AGENDA SUMMARY REPORT

SUBJECT:

Adoption of Resolution 2019-15 Approving a Collective Bargaining Agreement with Teamsters Local #665

SUMMARY:

The Board met on June 31, 2019 and provided staff with direction related to the negotiation of the Collective Bargaining Agreement. Staff has negotiated the attached Collective Bargaining Agreement (CBA) with Teamsters Local #665. This agreement is for the term of July 1, 2019 through June 30, 2023.

On August 23, 2019, MTA was informed that the membership had ratified the attached Collective Bargaining Agreement.

STAFF RECOMMENDATION:

1. Adopt Resolution No. 2019-15 Approving a Collective Bargaining Agreement with Teamsters Local #665
Or
2. Provide direction to staff.

ATTACHMENTS:

Collective Bargaining Agreement dated July 1, 2019 – Final Redline

*Note: After publication of the memo the term date was corrected.
The term of the agreement is July 1, 2019 to June 30, 2023.
Correction to Memo and Resolution made on 08/27/19.



RESOLUTION NO 2019-15

**A RESOLUTION ADOPTING COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MENDOCINO TRANSIT AUTHORITY AND TEAMSTERS LOCAL # 665**

WHEREAS, Mendocino Transit Authority and Teamsters Local # 665 have negotiated a four-year collective bargaining agreement effective July 1, 2019.

NOW, THEREFORE, BE IT RESOLVED

1. The General Manager is authorized on behalf of Mendocino Transit Authority to enter into a four-year collective bargaining agreement with Teamsters Local # 665 effective July 1, 2019, which will expire on June 30, 2023. A copy of the agreement has been marked Exhibit A and is attached and incorporated by reference herein.

2. This resolution is effective upon adoption.

PASSED AND ADOPTED by the Mendocino Transit Authority Board of Directors a regular meeting thereof this 28th day of August, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Saprina Rodriguez, Chair

Carla A. Meyer, General Manager

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Item # 11

COLLECTIVE BARGAINING AGREEMENT

Mendocino Transit Authority
and
Teamsters Local # 665
Effective July 1, 2019

August 28, 2019
Item # 11

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PREAMBLE

This Agreement by and between Mendocino Transit Authority, hereinafter referred to as the "MTA", and the Teamsters Union Local, 665 hereinafter referred to as the "Union", contains the Agreement of each concerning wages, hours, and other terms and conditions of employment for the term of this Agreement.

PURPOSE

The MTA and the Union recognize that it is in the best interest of both parties that all dealings between them continue to be characterized by mutual responsibility and respect. The MTA and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning.

Under this Agreement the parties have provided for the adjustment of grievances and the prevention of lockouts, strikes, interruption of work, work stoppages and/or other interferences with the work of the MTA during the life of this Agreement.

The Union agrees that it will cooperate with the MTA and lend its support to assure a full day's honest effort on the part of all of its members in return for a day's pay, that it will assist in combating absenteeism and any other practices which restrict production, and that it will work to promote and enhance the services provided by the MTA.

The MTA and the Union agree to meet upon mutual agreement to address any items of concern to all unit members that fall outside of the scope of this agreement. The purpose of such meetings shall be to maintain an open dialogue and to resolve issues that affect all employees in a timely manner.

ARTICLE 1 - SCOPE OF AGREEMENT

This Agreement covers all transit vehicle operators, dispatchers, mechanics, mechanic helpers and cleaners of the Mendocino Transit Authority.

ARTICLE 2 - NON-DISCRIMINATION

Provisions of this Agreement shall be equally applied to all employees in the bargaining unit without unlawful discrimination as to age, sex, race, color, creed, national origin, religion, sexual orientation, physical or mental disability, medical condition, or political affiliation, or military status. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The MTA and the Union shall equally share the responsibility of the application of this provision.

MTA shall enhance career advancement for all employees by providing training programs and career ladders designed to facilitate the promotion of qualified employees.

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ARTICLE 3 - RECOGNITION

The MTA recognizes the Union as the exclusive bargaining agent for hours, wages and other conditions of employment for all transit vehicle operators, dispatchers, mechanics, mechanic helpers & cleaners employed by the MTA in the operation of Mendocino Transit Authority. The Union agrees to notify the MTA, in writing, of the duly accredited representatives representing the Union immediately upon their election or appointment to such offices.

Newly hired employees are excluded from the terms and conditions of this Agreement during training or to a maximum of ninety (90) days, whichever is sooner. Upon completion of the training period, newly hired employees are subject to application of the thirty (30) days period outlined in Article 9 Section A.

ARTICLE 4 - SAFETY

Section A - General

It is hereby agreed that the MTA and the Union recognize the importance of adequate provisions for the protection of the health, life, and limbs of employees and will mutually make every reasonable effort to improve hazardous working conditions as they become apparent. The Union agrees that it will encourage its members to promptly report to the MTA conditions that might be dangerous to employees and to the public and to do all in their power to make the MTA property and equipment safe, sanitary and dependable.

The parties hereby acknowledge the MTA Injury & Illness Prevention Program (IIPP) as an integral part of the Safety Program.

Section B - Safety Meetings

Bargaining Unit employees are required to attend the quarterly safety meetings as a part of their job and shall be paid for the actual time spent at the meeting, with a minimum of one hour's pay per meeting.

Meetings shall be scheduled if possible, with not less than two weeks prior notice, to minimize the number of employees required to attend safety meetings on their regularly scheduled day off.

Section C - Safety Committee

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A Safety Committee shall meet monthly, whenever possible, consisting of MTA representatives and Union representatives, insofar as practical, from each geographical location. The Committee shall be established to discuss and resolve safety issues concerning the operation of Mendocino Transit Authority.

The committee will be made up of equal numbers of bargaining unit and management members, whenever possible. The voting procedure is: the bargaining unit has one vote and management has one vote with the chairperson to have the tie-breaking vote. The chair will rotate between management and bargaining unit bi-annually. Union representatives shall be selected from the Bargaining Unit to represent each geographical location in addition to a maintenance employee. The committee shall recommend topics and issues to be added to the safety meeting agendas for discussion and/or presentation. The MTA agrees to pay the Union members of this committee for time spent in the performance of these duties. All members of the committee shall have had no preventable accidents during the previous twelve (12) month period. Committee members will serve for a twelve (12) month term.

Section D - Defects

Employees shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the MTA. Employees not reporting defects shall be subject to disciplinary action by the MTA. The MTA shall not require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until it has been approved as being safe. The final determination as to whether the equipment is in safe operating condition will be made by the Manager of the Maintenance Department, or their designee.

Section E - Safety Savings Plan

The parties hereby agree to continue negotiations over a Safety Savings Plan during the term of this agreement.

ARTICLE 5 - EMPLOYEE DEFINITIONS

At the time employees are hired, each employee covered by this agreement shall be informed of their status (Probationary, Regular, Casual, or Temporary) in writing for the purpose of determining wages and eligibility for benefits as set forth in this agreement. Should employees be moved from one position to another, they shall be informed of their change in writing.

Section A - Positions

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1. Probationary

For newly hired employees, the probationary period shall be eight (8) months. The probationary period may be extended, by mutual agreement, if insufficient hours were worked to evaluate performance. Probationary employees shall be evaluated in writing at least twice before leaving probationary status unless their probationary status is terminated prior to completion of the probationary period. If the employee is not evaluated during this probationary period, he/she shall automatically become a permanent employee upon completion of eight (8) months of continuous employment. A newly hired probationary employee who does not satisfactorily complete the probationary period shall be so informed in writing and shall be terminated, with no right of appeal.

Existing employees that have changed classification or have been hired in an additional classification shall be on probationary status for a period of three (3) months. An existing employee that does not satisfactorily complete the probationary period shall return to his/her former position with no loss of seniority ranking.

2. Regular

These are employees who have successfully completed the probationary period.

3. Casual

All casual employees are employees scheduled to work less than 20 hours per week.

4. Temporary

These are employees who have been appointed by the General Manager because of an emergency or for work that may be temporary in nature. Such status shall last no longer than (6) six months except that this time period may be extended for additional periods of not more than (3) three months. Temporary employees are ineligible for any non-salary benefits, except holidays.

Temporary employees who are retained longer than (6) six months, except that this time period may be extended for additional periods of not more than (3) three months, shall be deemed to have become regular employees and their period of temporary employment will be counted as their probationary period.

Section B - Change in Position

The following are the procedures for handling an employee request for a change in position:

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Within certain job classifications there are a specified number of positions of each type (regular, casual). Requests for a change in position shall be submitted in writing to the General Manager. Employees in those classifications may not change position without approval and then only when it has been determined that there is an opening within that position in that locale. Frequent changes in position will not be permitted. In case of a competing request, the Supervisor, Operations Manager and General Manager will determine the change in position, with seniority, reliability, and performance all considered in their determination.

The number of positions available shall be reviewed occasionally and if additional positions can be added, management will notify the employees through a job posting notice.

When an employee requests a change of position and should that request be approved, such change in position will be effective at the beginning of the next sign up or when a position becomes available.

ARTICLE 6 - PERSONNEL FILES

Section A - Confidentiality

The MTA and the Union agree that personnel records are confidential and shall not be subject to public inspection, except as required by law, or as authorized in writing by the employee.

Section B - Employee Access

Employees may inspect their own personnel records and may copy, but not remove, documents in the file. Such an inspection must be requested to the Personnel Department and will be scheduled at a mutually convenient time. All inspections must be conducted in the presence of a designated member of the Personnel Department. Employees shall be given access to the file within a reasonable period of time, but in no event more than ten (10) calendar days. Files are available for review during normal business hours (M-F, 8:00 A.M. to 5:00 P.M.). The employee may be accompanied by the union business agent and/or job steward. A copy of the employee's file will be provided upon request once (1) per year at no charge. Additional copies will be provided at the cost of \$.10 per page copied.

Section C - Right to Review Comments

No employee shall have any comment adverse to the employee's interest entered in the

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employee's permanent personnel records, or any other record used for any official personnel purposes by the MTA, without the employee having first received a copy or read and signed the document containing the adverse comment, except that such entry may be made if, after reading the document, the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on the document and signed or initialed by the employee or a witness. All personnel records are and remain the property of the MTA. At the employee's request, the employee shall be provided one copy of any document placed in the employee's file, except as provided in Labor Code 1198.5. Refusal by an employee to sign a document shall not be grounds for disciplinary action.

ARTICLE 7 - MANAGEMENTS RIGHTS

Except to the extent expressly abridged by a specific provision of this agreement, the Union agrees that MTA has the right to unilaterally make decisions on all subjects that are outside the scope of collective bargaining and this agreement. Included as Management Rights although by no means a wholly inclusive list thereof, are the following: to determine and to modify levels of service to the public; to decide all machines, tools and equipment to be used; to improve efficiency; to hire, transfer and promote employees; to decide to lay off employees; to determine the qualifications of employees; to determine the starting and ending time of shifts; to establish the number of shifts; to determine the number of hours to be worked, including the determination or necessity for overtime work; to establish customer service and public relations policies; to determine the business hours and location of its offices and facilities; to establish or continue policies or procedures for the conduct of the business, and from time to time, change or abolish such policies or procedures. Failure of the MTA to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights or of the MTA's right to exercise said rights in some other manner not in conflict with the terms of this agreement, whether or not such rights have been exercised by the MTA in the past.

The MTA's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this agreement.

ARTICLE 8 - UNION RIGHTS

Section A - Business Agents

Union business agents shall have access to the premises during work hours for the purpose of seeing that the provisions of the agreement are being adhered to, provided prior notification is given to management. Said visits shall not interfere with the normal conduct of work. Whenever a meeting with management representatives is necessary, the

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Union understands management may not be immediately available but will make themselves available as soon as practical.

Section B - Stewards

The MTA will recognize five (5) stewards, with at least one (1) coming from the maintenance department, and one (1) from each of the various yards. The Union shall designate the stewards and shall keep the MTA notified as to who the authorized stewards are.

The duties of steward shall be to: endeavor to resolve grievances in the work-place, report to the Union any and all grievances which may arise, and which cannot be adjusted on the job, monitor and maintain the Union bulletin board, and to otherwise facilitate communication among bargaining unit members. Any employee who receives a verbal or written warning shall be advised that the presence of a Union Steward may be requested.

Stewards shall be permitted to leave their work for the purpose of attending grievance and/or discipline meetings to the extent that it does not interfere with scheduled work. Such work shall not include investigation, nor shall stewards be compensated for such work outside of the regular scheduled shift.

Section C - Communications

The MTA agrees to provide space for a bulletin board for Union use in the work-place that shall be at a mutually agreeable place that will afford access by all employees. It is understood and agreed that the space provided on bulletin boards for Union use shall be only for the posting of formal notices of meetings, elections, names of representatives and officers of the Union and recreational and social events of the Union and other items of general Union business.

The Union or its duly authorized representative shall have the responsibility for the prompt removal of notices from the bulletin board after they have served their purpose or two weeks after their posting.

The MTA agrees that individual employees shall have access to the "mailbox" system for the purpose of forwarding personal written messages to individual co-workers, and that the Union shall be allowed to distribute written communications to bargaining unit members via the "mailbox" system. The parties agree that all communications via the "mailbox" system shall be characterized by the spirit of mutual responsibility and respect as stated in the PURPOSE of this agreement. Such communications shall not contain derogatory or satirical comments regarding any employee, member of the management staff, or the MTA, nor shall it contain discussion of disciplinary actions taken in regard to any employee.

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Section D - Picket Lines

Refusal of employees to cross a lawful primary picket line sanctioned by Teamsters Local 665 and Joint Council of Teamsters No. 7 shall not be cause for disciplinary action. Employees who fail to pass through a picket line at another facility that is not a part of the MTA's facility which is established by employees of another employer shall be in violation of this agreement and shall subject the employee to discipline.

ARTICLE 9 - UNION SECURITY

Section A - Membership

~~All employees covered by this agreement who have been so employed upon ratification of this agreement shall be or become members of the Union and shall remain members in good standing, or shall pay to the Union an agency fee in the amount equal to 85% (eighty-five percent) of regular periodic dues and continue making payment of the agency fee to the Union at the times and in the manner hereinafter prescribed.~~

~~Employees hired after the effective date of ratification of this agreement shall within thirty (30) days after employment be or become members of the Union and shall remain members in good standing or shall pay to the Union an agency fee in the amount equal to 85% (eighty-five percent) of regular periodic dues, general assessments and an amount equal to 85% (eighty-five percent) of the regular initiation fees and continue making payment of the agency fee to the Union at the times and in the manner hereinafter prescribed. The fees herein described shall be in an amount determined by the Union. Monthly dues for employees will be calculated at 2.5 times the hourly earnings. Monthly dues for employees who earn no more than eleven dollars (\$11.00) per hour shall be calculated at 2 times the hourly rate. Initiation fees are currently calculated at twelve (12) times the monthly dues formula established by the union as previously noted.~~

~~Casual employees and newly hired employees during training shall be exempt from initiation fees and monthly dues.~~

Deductions and Authorizations: Employees may exercise their right to join the Union. An employee may at any time execute a payroll deduction authorization form or forms as furnished by the Union.

The Union will be the custodian of records of such deduction authorization and will provide the MTA with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The union shall not be required to provide the MTA with a copy of the employee's authorization unless a dispute arises about the existence of the terms of the authorization. However, the Union will provide the MTA with a certification document for each employee with sufficient information to allow the MTA to identify the

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appropriate level of deductions, including the timing (monthly versus biweekly) deductions.

The MTA shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written certification of authorization from the Union. The MTA shall transmit such payments to the Union through electronic payment no later than thirty (30) days after the deduction from the employee's earnings occurs.

Deductions are to be revoked only pursuant to the terms of the employee's written authorization. The MTA shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for an employee were properly canceled or changed. However, the parties agree that the MTA shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

Section B - ~~Payment of Dues~~Orientation Process

~~Membership in the Union or payment of the agency fee described in the above paragraph shall be a condition precedent to continued employment with the MTA. Employees shall make payment through a written payroll deduction authorization. The appropriate sum shall be deducted bi-weekly by the MTA and paid to the Union bi-weekly as such payments are deducted from employees.~~

1. A video presentation provided by the Union will be made available to new employees prior to their first day of work as part of the MTA's onboarding process. New employees will be expected to review the video prior to their first day of work.
2. As part of each new employee's in-person onboarding, the Union shall be permitted one-half (1/2) hour to meet with each employee or group of employees in person. The MTA representatives shall not be present for the Union's orientation session. Employees will participate without loss of compensation.
3. The Union's designee(s) including but not limited to the Union's representative, officers, stewards and members shall conduct the sessions covered under this agreement. The MTA member who conduct the orientation session will do so without loss of compensation.
4. The MTA shall notify the Union at least ten (10) days prior to an onboarding meeting. However, if an onboarding meeting is scheduled less than ten (10) days in advance, the MTA will notify the Union the same business day it notifies the new employee of the onboarding meeting. The MTA will provide the Union with a list of new employees scheduled to attend the meeting at least forty-eight (48) hours in advance of an onboarding meeting.

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5. In the event the Union is unable to send a representative to an onboarding meeting, the MTA will work with the Union to schedule a make-up session, either at the next onboarding meeting or at another mutually agreeable time. Wherever possible, the make-up session will occur within thirty (30) days of the original onboarding meeting.

Section C -- Qualified Charitable Contribution

~~Notwithstanding Section A & B of this Article, any employee who demonstrates in a manner satisfactory to the Union that he or she is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying an agency fee to the Union, if such employee shall make a Qualified Charitable Contribution at the time and manner hereinafter prescribed:~~

- ~~1. The Qualified Charitable Contribution shall be the payment of a sum equal to the initiation fee, agency fee, and general assessments and shall be paid in the amounts and at the times said fees and/or assessments would otherwise be due and payable if the employee were not exempt under this Section.~~
- ~~2. The Qualified Charitable Contributions shall be paid to one or more of the following qualified charities so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:
 - a. American Cancer Society;
 - b. American Heart Association;
 - c. Muscular Dystrophy Foundation;
 - d. Other Qualified Charitable Organization~~
- ~~3. Payment of Qualified Charitable Contributions by persons and at the times and manner described in Section C, shall be a condition precedent to continued employment. Employees shall make payment through a payroll deduction authorization. The appropriate sum shall be deducted bi-weekly by the MTA and paid to the Union bi-weekly as such payments are deducted from employees. The employee shall supply the MTA and Union with an acknowledgment of receipt from the qualified charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.~~
- ~~4. Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of Qualified Charitable Contributions shall, at the request of the Union or affected employee, be first referred to State Mediation for attempted resolution or if not resolved shall thereafter be decided by final and binding arbitration under the rules of the American Arbitration Association. The employee and Union shall each bear one-half of the cost of said arbitration, including: the fee of the American Arbitration~~

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~~Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting same.~~

Section ~~D~~-C - Failure to make Payments

In the event an employee fails to make payments as required by this Article, the Union may give written notice of such fact to the MTA and the employee. In the event such notice is given, a representative of the Union, and the affected employee shall, within three (3) workdays of such notice (excluding Saturdays, Sundays and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the Union.

~~If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the Union, the Union shall request in writing that the employee's employment be terminated. Upon receipt of such request, the MTA shall terminate said employee within thirty (30) days of receipt of said notice. Terminations for violation of this Article shall not be subject to any grievance procedure.~~

Section ~~E~~-D - Records

The Union agrees to keep an adequate itemized record of its financial transactions. Within sixty (60) days after the end of its fiscal year, the Union will make available to the MTA an operating statement in the form and manner prescribed by Government Code Section 3502.5, covering all periods during which the substantive provisions set forth, above, are in effect.

Section ~~F~~-E - Notifications

Within ten (10) days of the end of each quarter and to the extent that such information is in the MTA's possession, the MTA shall provide the Union with electronic notification in malleable electronic format of the following information: name, job title, hire date, department, work division, work and personal phone numbers, home address, and work e-mail addresses of all bargaining unit members. When the MTA updates its payroll system, the parties will meet to update the fields in the monthly report.

~~The Union and the MTA acknowledge the provisions of Section 3502.5 of the California Government Code and agree that nothing contained in this Article shall act to supersede or waive any of the employee's rights contained therein.~~

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Section G-F - Indemnification

~~Consistent with State law, the Union shall The Union agrees to~~ indemnify and hold harmless the MTA, ~~its officers and employees, for (1) any claims made by an employee for deductions made in reliance on the Union's certifications regarding dues deduction authorization and (2) for any claims made by a member for deductions made in reliance on information provided by the Union regarding changes or cancellations t the deduction authorization. for any loss or damage sustained which arises from the operation of this Article.~~

ARTICLE 10 - FULL PERFORMANCE

Teamsters Local 665 and the employees agree not to engage in any job actions during the term of this contract, including, but not limited to, work stoppages, strikes, "sick-outs", or similar concerted activity against the MTA. Any employee who violates this Article will be subject to discipline up to and including discharge.

The MTA agrees that so long as this Agreement is in effect there shall not be lockouts. The curtailing of any operations for business reasons shall not be construed as a lockout.

ARTICLE 11 - CLASSIFICATIONS AND WORK ASSIGNMENTS

Section A - TRANSIT OPERATORS

Section 1 - Definition

Transit Operators are defined as individuals employed on a continuing basis to operate fixed-route, paratransit or general public dial-a-ride vehicles in revenue service. All current Transit Operators will be trained and prepared to secure the proper and required license.

Section 2 - Labor/Management Shift Bid Committee

A Labor/Management Shift Bid Committee comprised of bargaining unit employees and management representatives will be formed to jointly produce transit operator shifts that: maximize straight shifts, minimize split shift intervals, assign all work to shifts, minimize scheduled overtime while maximizing the number of shifts with between 32-40 hours per week and maximizing the number of shifts with a one-half hour duty free lunch. Bargaining unit member of this Labor/Management Committee shall be compensated for time spent in meetings. The Operations Manager will chair the Committee as deemed appropriate. The committee will function by majority vote of the committee within reason. Management reserves the right to determine the number of operation hours.

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The Committees shall be as follows:

Ukiah/Willits: Willits Shop Steward, Ukiah Shop Steward and 1 additional designee, Operations Manager and 1 Inland Supervisor
North Coast: Shop Steward and 1 additional designee, Operations Manager, NC Sup.
South Coast: Shop Steward and 1 additional designee, Operations Manager, SC Sup.

Section 3 - Sign-Ups

All shifts shall be posted for signup by seniority by each classification/locale at least four (4) times each calendar year. MTA may post a signup more frequently as changes in service require and additional posting may be held by mutual consent of MTA and the Union. Available shifts shall be posted for review at least six (6) days prior to the beginning of the selection process. For signup purposes each Transit Vehicle Operator will be assigned a signup time. Operators are required to report in person or call in at their appointed time. Operators will be allowed 15 minutes for the signup; if after that appointed time they have not reported in or called in, the sign-up will continue without such operator. Operators who are passed by will be allowed to sign up when they report to work after the person signing up. Operators will not be allowed to bump anyone who signed up ahead of them. This will apply to both driving and vacation sign-ups. If operators are out driving, dispatch will get the operator in as soon as possible and the operator will not lose their spot.

For informational purposes, a list of operators and their present shifts will be posted alongside each new signup.

Employees off for medical reasons, may leave a list of shift choices with the Supervisor providing that within 30 days of the effective date of the sign-up the employee obtains a doctor's certified return to work on the effective date of sign-up. If none of these choices are available, it will be the employee's responsibility to contact the Supervisor or Operations Manager giving additional choices. If an employee does not return to work as indicated on their medical release, they will be assigned to the extraboard until the next sign-up. An employee failing to sign up will be assigned to the extraboard for the duration of the sign-up.

Section 4 - Shifts and Change in Schedule

- (1) All Transit Operators shall bid for work assignments (as developed by the Labor/Management shift Bid Committee) in seniority order by locale at least four (4) times per year.
- (2) Transit Operators wishing to avail themselves of work in addition to their bid shift piece, may sign-up for the "Willing to Work" list and the "Overtime Willing to Work" list at the beginning of each signup.
- (3) Transit Operators are not allowed to swap shifts or daily work assignments.

Section 5 - Extraboard Operators

- (1) All open driving shifts shall be assigned to the Extraboard for the duration of a signup.

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- (2) Operators who bid Extraboard shifts will be assigned work on a daily basis as per the MTA Extraboard Work Rules.
- (3) In lieu of the 40 hour per pay period minimum pay guarantee, Extraboard Operators may be assigned to non-driving work; including but not limited to, distribution of bus schedules, bus cleaning or time checks. At such times, they will report, in uniform, ready for duty.
- (4) Extraboard operators are required to check for work assignments daily. Refusal to work assigned shifts may result in disciplinary action.

Section 6 - Changes in Schedules

- (1) Employees requesting a change of work schedule after all shifts are covered, shall submit their request in writing and shall be accommodated, if practical.
- (2) In the event of the permanent elimination of any shift or groups of shifts a move up will be held.
- (3) MTA may, with the employee's consent, reduce an assigned employee's existing shifts. If no employee has chosen to cover these shifts, employees may be assigned such shifts in reverse seniority order.

Section 7 - Move Up

Should a regularly scheduled work assignment become vacant between signups and should that vacancy be anticipated to be duration of thirty (30) calendar days or more, any Transit Operator may request a move up.

The move up will be offered to each operator next in line from the vacant work assignment until the vacating employee returns or a new employee is hired or the next signup. If no Transit Operator chooses the vacant shift, it will be assigned in inverse order of seniority.

Section 8 - Charters and Special Services

Charters and Special Services work will be posted in advance.

Such work will be offered by seniority. Any operator choosing to work the charter piece of work will surrender their bid piece of work to the Extraboard.

Section B - DISPATCHERS

Section 1 - Definition

"Dispatchers" shall mean all Employees in the Dispatcher classification.

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Section 2 - Work Assignments

A. All work assignments will be picked by seniority unless otherwise covered by this AGREEMENT. All work assignments will be created by the EMPLOYER and will be bid a minimum of four times a year, or as mutually agreed by the EMPLOYER and the UNION, to match the bidding cycle of all other classifications. Dispatchers wishing to avail themselves to the absentee bid must contact the Shop Steward and specify their choices. The Shop Steward will attempt to accommodate the Dispatcher's request, but at no time will the Shop Steward guarantee the assignment, nor will the Dispatcher be allowed to grieve the selection for this specific task.

B. All Open Dispatch shifts (remaining open shifts following the bidding process) will be assigned as per Dispatch work rules, as follows:

- 1) All vacant Dispatch work will be offered to Dispatchers under a revolving system, regardless of RDO. (Regular Day Off)
- 2) At each new bid, Dispatchers will be placed on a rotation list in order of seniority.
- 3) For each assignment accepted or refused, the Dispatcher's name will move to the bottom of the list.
- 4) If a piece of work is still vacant, the work will be offered to Relief Dispatchers.
- 5) If after Rule 1 has been followed and a piece of work is still vacant, the shift will be split and offered to the next Dispatcher by hour assignment of greatest to least.
- 6) If a piece of work is still vacant at this point, the work may be split and offered to Relief Dispatchers.
- 7) If after rules 1 – 6 have been followed and a piece of work is still vacant, the work will be assigned to Dispatchers in inverse order of seniority. If a piece of work is still vacant the work will be assigned to an available Relief Dispatcher. The Relief Dispatcher will not be penalized monetarily for being assigned a Dispatch shift over their regular Driver shift.
- 8) In an emergency, defined as any time situation where the on-duty Dispatcher has less than two (2) hours to respond to that situation, work may be assigned to any available dispatcher.

C. It is recognized that as part of their responsibilities, Dispatchers will be required to report Transit Operators for failure to comply with published rules and policies.

D. Dispatchers will be afforded thirty (30) minutes of unpaid lunch per shift and breaks as required by California labor code.

Section C - RELIEF DISPATCHERS

Section 1 - Definition

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“Relief Dispatchers” shall mean all Employees qualified and selected to perform the dispatch function whose primary classification of employment within the Agency is not Dispatcher.

Section 2 - Determination of Pay Rate

Relief Dispatchers will earn a pay rate equal to the Dispatch base pay rate multiplied by their current regular classification pay step percentage.

Section 3 - Work Assignments

Open dispatch work will be assigned as per dispatch work rules

Section 4 - Duties

- A. It is recognized that as part of their responsibilities, Relief Dispatchers will be required to report Transit Operators for failure to comply with published rules and policies.
- B. Relief Dispatchers will be afforded thirty (30) minutes of unpaid paid lunch per shift.

ARTICLE 12 - WORKWEEK & OVERTIME

Section A - Application

The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to any employee of any specified number of hours of work, either per day or per week.

The normal work week commences at 12:01 A.M. Sunday and continues until 12:00 midnight the following Saturday.

Pay periods for employees covered by this Agreement shall be of fourteen (14) days each.

Upon request, a representative of the MTA will explain an employee's pay stub to an employee.

Section B - Call-In Pay

Employees who are called into work shall be paid a minimum of two (2) hours call-in pay.

Section C - Overtime

Time and one-half (1 ½) shall be paid for:

- All hours in excess of forty (40) hours per week.

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Hours paid for sick leave and vacation but not worked shall be counted as hours worked for the purpose of computing overtime.

Section D - Split Shift Assignment

If an employee has been assigned a split shift and the time off between shifts is 2 (two) hours or greater, the employee will be paid an additional \$1.00 per hour for each hour worked for the additional shift/s.

ARTICLE 13 - WAGE RATES

Section A - Wages

The wage rates and job classifications for all employees shall be as set forth in Appendix "A" attached hereto, and by reference herein, is made a part hereof.

Effective Date	July 1, 2016 <u>2019</u>	July 1, 2017 <u>2020</u>	July 1, 2018 <u>2021</u>
Percentage increase	53.5 <u>53.5</u> %	63.0 <u>63.0</u> %	73.0 <u>73.0</u> %

60 days prior to July 1, 2022 MTA agrees to reopen Wage Rate - Section A only, for negotiation.

Establish "Lead Mechanic" classification with a wage rate at ten percent (10%) over the highest mechanic wage rate.

Section B - Group Bonus

MTA may offer group performance bonus awards pursuant to the attached Letter of Understanding.

NOTE: Retain current COLA language

Section B - Longevity Pay

(1) All Employees shall receive an hour longevity bonus as follows:

- o Beginning of the 10th year, \$.25/hour
- o Beginning of the 15th year, \$.25/hour
- o Beginning of the 20th year, \$.50/hour
- o Beginning of the 25th year, \$.50/hour
- o Beginning of the 30th year, \$.50/hour

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- (2) The anniversary date for all Employees for determining longevity pay shall be the Employees' first date of employment in a regular position. Longevity pay is based upon service from the date of employment, less any layoff or a leave of absence of thirty (30) or more consecutive calendar days.
- (3) Suspension from employment and re-employment more than thirty (30) days later shall establish the anniversary date based upon the date of re-employment except in the event of layoff as outlined in this AGREEMENT.

ARTICLE 14 - HEALTH AND WELFARE

This article expresses the understanding of the parties concerning health insurance coverage during the term of this Agreement. The parties also agree that they shall meet and confer and provide for a less costly health insurance program for employees covered by this Agreement should the cost of the current plan, described below, increase and exceed what MTA considers a reasonable amount during the term of this Agreement.

Section A - ~~÷~~ Health Insurance, Premiums and Payment

The MTA will provide throughout the term of this Agreement, and will pay 95% of the composite rate, for employees only, for a Platinum Full PPO OffEX Medical Plan~~for a \$150 deductible Preferred Provider Option Medical Plan~~, dental, vision and life insurance. Employees will pay 5% of the composite rate for the duration of this Agreement, which is adjusted on an annual basis based on published premium rates. ~~Employees~~ Employees have the option to purchase medical coverage for their dependents at the age-based rate. If during the term of this Agreement, MTA finds a competitive plan offering the same or similar benefits or a more advantageous medical plan, MTA will notice the union and substitute that plan for the Platinum Full PPO OffEX plan.

~~The Composite Rate for the above coverage, currently (insert current amount) per month for each qualified employee. The Composite rate will be recalculated annually whenever the MTA receives new rates.~~

The MTA will maintain the current level of benefits for the term of this agreement.

~~Eligibility for~~ All employees hired prior to November 1, 2016 shall be eligible for full Health Insurance benefits and will continued to be guaranteed to employees who work or sign up for thirty-two (32) or more hours. Whenever an employee's schedule is reduced to less than thirty-two hours by the MTA, although they have worked or requested thirty-two (32) or more hours, they shall be guaranteed the full benefits package. Employees who voluntarily sign up for less than thirty-two (32) hours and employees who work more than twenty (20) hours are subject to ~~and, pro-rata payments for part time employees, will be maintainted~~ as provided in MTA Personnel Policies.

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Section B - Other Health Insurance Benefits

The current benefit of providing cash-in-lieu of health insurance for qualified employees will be maintained as provided in MTA Personnel Policies. The current benefit of providing \$600 per year per qualified employee to cover the higher “out-of-pocket” medical costs will be maintained as provided in MTA Personnel Policies.

Air Ambulance Services (REACH) shall be provided by the MTA during the term of this agreement.

An optional supplemental Disability/Cancer Life Insurance Plan through AFLAC will be available and paid for by the employee.

Eligibility for all Health Insurance benefits, and pro-rata payments for part-time employees, will be maintained as provided in MTA Personnel Policies.

ARTICLE 15 - RETIREMENT

As provided in MTA Personnel Policies, the MTA will maintain the existing 2% at 60 CalPERS retirement program on behalf of all qualified employees, and will continue to make required employer payments. Employees will continue to make required employee payments on a pre-taxed payroll deduction basis, throughout the term of this Agreement.

MTA will match an employee’s contribution up to a maximum of ~~3%~~4.5% to the 457 Deferred Compensation Program offered by CalPERS.

ARTICLE 16 - VACATION

The purpose of vacation is to allow employees time away from their work environment to relax and refresh. MTA encourages all employees to take their accrued vacation.

- (1) All employees covered by this agreement shall be eligible to take vacation according to the following schedule:
 - a) All employees, after six months of continuous employment, shall be entitled to a vacation based upon the accrual rate of one hour for every 26.00 paid hours (10 days per year).
 - b) All employees, after four years of continuous employment, shall be entitled to a vacation based upon an accrual rate of one hour for every 17.33 paid hours (15 days per year).

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- c) All employees, after seven years of continuous employment, shall be entitled to vacation based upon an accrual of one hour for every 13.00 paid hours (20 days per year).
- (2) Vacation accrual begins on the date of hire.
- (3) Transit Vehicle Operators and Dispatchers shall sign-up for vacation in order of Seniority at the same time as the shifts sign up. Vacation time off will be granted in daily or weekly increments. Vacation time off requests outside the sign-up period may be granted provided the request is made at least seven (7) days in advance. MTA will make every effort to accommodate employees' request made less than seven (7) days in advance. Vacation schedules must be approved in advance by the immediate supervisor. Supervisors must respond to a vacation request no later than two (2) working days from the receipt of a request.
- (4) Requests to hold advanced vacation slots may be permitted. Employees planning a major trip and needing to make reservations in advance must check with the Transportation Supervisor about the availability of such time off prior to booking the vacation. Such time off may be reserved by providing a copy of the reservations and/or other verification of the major trip.
- (5) Employees cannot accrue more than 240 hours of vacation and may be required to take accrued vacation.
- (6) Employees may receive pay in lieu of vacation time off (cash out) up to ~~one week~~ two weeks (80 hours) of vacation per fiscal year, provided MTA is notified two weeks in advance.
- (7) Vacation time may not be used or paid in lieu of time off unless sufficient hours will have been accrued by the end of the pay period in which it is to be used or paid in lieu of time off.
- (8) Upon termination of employment from MTA, for any reason, the employee will be paid any accrued Vacation Leave in their final paycheck.
- (9) Any approved vacation cancelled by the company will be paid-out, at the employee's choice, regardless of any cash out cap.

ARTICLE 17 - HOLIDAYS

- (1) Pursuant to the provisions of Appendix B of the MTA Policy, employees shall receive pay for the following recognized holidays:

New Year's Day
Martin Luther King's Birthday
President's Day

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Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving – Saturday and Sunday Service Schedule
Christmas

(2) Saturday Service Schedule shall consist of 6 drivers and 1 dispatcher as follows:
Inland: Three (3) Fixed Route, one (1) Dial-A-Ride, one (1) Dispatcher;
North Coast: one (1) Dial-A-Ride, one (1) Fixed Route;
Sunday service schedule shall consist of one (1) Route 65 and one (1) Route 95.

~~(2)~~3 Holiday pay is employees' regular rate of pay for normally scheduled hours. Employees normally scheduled to work on the recognized holidays may have these days off and shall receive holiday pay. An employee who works on a holiday shall be paid Holiday pay plus regular wages for working the Holiday. If an employee works a shift for a minimum of two weeks, which they are not signed up for, they will be eligible to receive holiday pay as specified above.

~~(3)~~4 The MTA may schedule a double holiday if a holiday falls on a Saturday or Sunday and is observed on Friday or Monday. An employee can only be paid holiday pay for one day of the double holiday even if he/she is scheduled to work on both days. If an employee is scheduled to work on both days, he/she will be paid holiday pay for the actual day of the holiday, not the day in which it is observed.

Example: Independence Day falls on Sunday and is observed on Monday. An employee scheduled to work on both Sunday and Monday will be paid holiday pay for their scheduled hours on Sunday only in addition to regular wages for hours worked. An employee scheduled to work on only one of the two days, either Sunday or Monday, will be paid holiday pay for the hours scheduled on that day in addition to regular wages for any hours worked.

Example: July 4 Sunday
July 5 Monday Observed)

	Scheduled Hours		Holiday
	<u>Sunday</u>	<u>Monday</u>	<u>Pay</u>
a)	8	0	8
b)	0	8	8
c)	8	8	8 (Sunday)
d)	3	8	3 (Sunday)

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- (45) Floating Holiday: In addition to the recognized holidays above, employees shall receive pay for one floating holiday. Floating holidays may be taken concurrent with an employee's vacation. All employees are entitled to one day off each fiscal year at their regular rate of pay for their regularly scheduled shift. If not used during the fiscal year the floating holiday will be lost unless an employee's holiday is scheduled, and they are forced to work. Employees who are required to work on a scheduled floating holiday shall receive holiday pay for such work. Employees shall be eligible to use their floating holiday after six months of employment. The floating holiday must be approved in advance by their immediate supervisor
- (5)(6) Employees who are not scheduled to work on any day that is observed as a holiday shall receive holiday pay. Holiday pay shall be computed at their normal rate of pay multiplied by one-fifth of the number of hours per week they are regularly scheduled to work.
- (67) In order to qualify for holiday pay, employees must be in paid status, including sick or vacation leave, on their regularly scheduled work day immediately prior to and after the observed holiday.

ARTICLE 18 SICK LEAVE

- (1) The purpose of sick leave is to provide short term and long term pay for the times when illnesses make it difficult to work, or when it is in the interest of fellow employees or the public safety not to work or when it is necessary to have doctor's appointments. Sick leave accumulation also provides for paid leave if a serious long-term illness or accident should occur.
- (2) Employees shall be eligible to use accrued sick leave after three months of employment.
- (3) Employees shall accrue sick leave, from the date of hire, at the rate of one hour for each twenty hours worked (13 days per year). There shall be no limit on accrual of unused sick leave.
- (4) Any accrued Sick Leave (in excess of 96 hours) may be converted to vacation leave at one-fourth (1/4) of the accrued hours and added to employee's accrued vacation leave or, at the option of the employee, paid in cash at one-fourth (1/4) of the accrued hours. Two weeks' notice is required for converted vacation leave paid in cash.
- (5) If an employee fails to give two week's termination notice, unused sick leave shall not be compensated.

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- (6) Employees are eligible to use up to one-half of their annual sick leave to attend to the illness of a child, parent or spouse.
- (7) Abuse of the sick leave benefit is grounds for disciplinary action. Employees suspected of abusing the sick leave benefit may be required to provide a doctor's certification to substantiate illness. Sick leave shall be paid from the first day of absence unless a doctor's certificate is requested but not provided or disciplinary action is taken.
- (8) Upon termination of employment from the MTA an employee may be eligible to receive 25% of Accrued Sick Leave in their final paycheck, subject to the notice provisions of subsection (5) above.

ARTICLE 19 - LEAVE OF ABSENCE

Section A - Bereavement Leave

- (1) In the event of a death of a traditional or non-traditional family member an employee shall be entitled to a maximum Bereavement Leave of three (3) days with pay (or five (5) days in the event of an out-of-state travel of more than 1,000 miles). The compensable day or days must fall within the employee's regular scheduled work week. Bereavement leaves shall be paid upon receipt of satisfactory proof provided by the employee, such proof including, if so required, a notarized statement that such death of a family member occurred. Employees must notify their immediate supervisor prior to the start of their work shift if Bereavement Leave is needed.
- (2) Bereavement leave may be deducted from either employee's sick leave or vacation leave at the employee's request.

Section B - Jury Duty

If an employee is summoned for jury duty, the employee will receive, for a maximum of two weeks, his/her regular hourly rate-of-pay for each day of Jury Duty, providing the Jury Duty occurs on a regularly scheduled work day. Jury Duty fees paid to employee by the Court cannot be waived by the employee and shall be reimbursed to MTA.

Section C - Leaves of Absence – Unpaid- General Rules

- (1) The MTA will comply with the provisions of the federal Family and Medical Leave Act ("FMLA"). Appendix H of the MTA policy outlines

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the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the MTA's obligations.

- (2) Employees generally are eligible for leaves of absence if they have completed at least one year of service, or as specified by law. The granting and duration of each leave of absence will be determined by the MTA in conjunction with applicable federal and state law.
- (3) When possible, requests for a leave of absence or any extension of a leave should be submitted in writing to the General Manager thirty days prior to commencement of the leave period, or as far in advance as practicable. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the supervisor or Transportation Manager.
- (4) If group insurance/core benefits are paid, as noted below, they are paid on a pro rata basis as specified in section 7.7. of the MTA policies. The method for determination of hours worked will be to average the hours worked prior to commencement of the Leave for six pay periods or another period as deemed representative.
- (5) Employees who are on approved leave may not perform work for any other employer during that leave unless authorized in advance by the General Manager.
- (6) Employees on leave status remain employees of the MTA and are subject to the same standards of conduct and grounds for disciplinary action as other off duty employees.
- (7) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, as required by law. If the same job or one of equivalent status and pay is not available as a result of a reduction in the work force, the employee will be treated in the same manner as though he/she were not on leave at the time of reduction in work force.
- (8) Upon returning to work MTA will return the employee to their work schedule prior to the Leave, unless a sign-up has taken place, provided two weeks notification of the return has been given. Employees returning to work having missed a sign-up will be considered substitute/on-call until the next sign-up.
- (9) Violation of the terms of granted leave will be grounds for disciplinary action. Employees not immediately reporting for work at the conclusion of their leave will be considered to have voluntarily resigned without notice.

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Section D - Pregnancy and Childbirth Leave of Absence

- (1) Pregnant employees are eligible for a leave of up to 16 weeks. While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. Accrued sick and vacation time shall be used during the leave in that order. The employee has the option of retaining up to forty (40) hours of vacation.
- (2) Female employees are eligible for up to 12 weeks of FMLA leave (See Appendix H of the MTA policy for a summary of the applicable requirements of the FMLA) for care of the newborn child. While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. Accrued vacation time shall be used during the leave. The employee has the option of retaining up to forty (40) hours of vacation.

Section E - Military Leave of Absence

- (1) Employees who are active members in the military reserves or in the National Guard may be granted one unpaid leave of up to thirty days per year for time actually spent in the annual training. Employees must present a copy of their written orders for such duty when applying for military leave.
- (2) While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, seniority will continue to accrue, and accrued vacation may be used.
- (3) Any employee entering military service of the United States Government will be protected by the Uniformed Service Employment and Re-employment Rights Act (USERRA) of 1994, as amended. Such employee shall retain and accumulate seniority while on military leave of absence.

Section F - Personal Leave of Absence

- (1) Employees having compelling personal cause may request Personal Leave (leave without pay), for a nonrenewable maximum of six months. The written request must include the reason for, and duration of the leave needed. It must be delivered to the person's immediate supervisor, if possible, at least thirty days prior to the commencement of the leave. The

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request will be evaluated by the immediate supervisor in terms of the impact on the operation and ultimately approved or denied by the General Manager. In most cases, leave requests will not be granted to try other jobs or if a new employee will have to be hired to replace the employee on leave.

- (2) Seniority remains unbroken but does not accrue further during such leave. All employee benefits are suspended until the employee returns to work. However, if an employee is eligible for group insurance/core benefits, they may continue them throughout the term of their leave at their own expense. Accrued vacation time shall be used during the leave. The employee has the option of retaining up to forty (40) hours of vacation.
- (3) Personal leave may be canceled at any time for emergencies by the General Manager. If cancelled, the employee must be notified, by certified mail at their last known address with a copy to the local union that such leave has been cancelled and they have seventy-two (72) hours in which to respond.

Section G - Medical Leave of Absence

- (1) Employees who are unable to work because of a serious health condition or disability, and who receive disability benefits from Worker's Compensation or State Disability Insurance, shall be eligible for unpaid Medical Leave. If the employee does not receive disability benefits or Workers Compensation, he/she may be eligible for up to 12 weeks of FMLA leave.
- (2) While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. Accrued sick time and vacation time shall be used during the leave. The employee has the option of retaining up to forty (40) hours of vacation.
- (3) Medical Leave is effective on the date that disability benefits begin. It is the responsibility of such employees to provide MTA with satisfactory proof of receipt of disability benefits.
- (4) Once disability benefits begin, the employee's scheduled hours may be suspended and reassigned.
- (5) It is the responsibility of the employee to provide MTA with a doctor's certification of their inability to return to work. A doctor's certification of the employee's ability to return to work may be required.

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- (6) If the disability is determined to be permanent, such that the employee will not be able to return to work, the employee may be terminated. If the employee remains disabled after one year, the employee may be terminated. Decisions regarding termination shall comply with all applicable federal and state laws and regulations.
- (7) If a particular Medical Leave falls under the provisions of the FMLA, the time of the Medical Leave will be counted as FMLA leave.

Section H - Family Care Leave of Absence

- (1) Employees may be granted family care leave of absence for up to 12 weeks for the purpose of caring for a child, domestic partner, or parent who has a serious health condition. The MTA requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.
- (2) Employees on Family Care Leave of Absence in excess of seven (7) days shall apply for paid Family Leave through State Disability Insurance.
- (3) While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. Accrued vacation and sick time shall be used during the leave in conjunction with State Disability.
- (4) See Appendix H of the MTA Personnel Policies for a summary of the applicable requirements of the FMLA.

Section I - Parental Leave of Absence

- (1) Employees, when not disabled by pregnancy or childbirth may be granted an unpaid parental leave of absence for up to 12 weeks to care for a child upon birth or upon placement for adoption or foster care.
- (2) While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. Accrued vacation time shall be used during the leave.
- (3) See Appendix H of the MTA Personnel Policies for a summary of the applicable requirements of the FMLA.

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Section J - Rehabilitation Leave

- (1) Employees who test positive in any drug or alcohol test, for the first time, are eligible for rehabilitation leave for up to 6 months upon the completion of a re-entry contract as specified in section 8.10. of the MTA Personnel Policies.
- (2) While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. Accrued sick and vacation time shall be used during the leave.
- (3) It is the responsibility of the employee to pay for all costs of rehabilitation not covered by insurance.
- (4) If the employee violates any of the terms of the re-entry contract the employee will be discharged.

Section K - Catastrophic Leave

Catastrophic Leave is a paid leave of absence due to verifiable, long-term illness or injury and is designed to help employees who have exhausted all of their available leave.

Section 1 - Donation of Hours

Leave Bank Program: Under the Leave Bank Program, employees may make a contribution of vacation or sick leave to MTA's Leave Bank. The contribution may be made to the General Bank, or to a specific recipient. To make a donation, an employee must submit a request to the Finance and Personnel Manager that the specified number of hours of his/her accrued sick or vacation leave be transferred to the leave bank or to an individual. Employees donating vacation or sick leave must donate in increments of whole hours. Employees must leave a balance of not less than ninety-six (96) hours of sick and forty (40) hours of vacation time after donating to the leave bank. Donation of hours are limited to 50% of the employee's sick or vacation accrual for the current year. If donated hours exceed 1040 to an individual recipient, the excess hours will be transferred to the Leave Bank Program for distribution to other employees in need. Catastrophic leave hours may not be used unless sufficient hours have been accrued in the Leave Bank Program.

Donated hours under the Leave Bank Program are irrevocable. Participation is strictly voluntary.

Section 2 - Eligibility

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All permanent employees who have successfully completed twelve months in a paid status, shall be eligible for such leave due to their own serious illness or injury.

To be eligible to use the Catastrophic Leave, all of the employee's accrued sick leave, vacation leave, and compensatory time must be exhausted before qualifying for the catastrophic leave.

Section 3 - Approval of Catastrophic Leave

An employee wishing to receive leave under this program shall apply for State Disability Insurance and must submit a written application to the General Manager describing the reasons why the leave is needed. Certification from their physician may be required to provide justification.

Leave may be approved initially up to a maximum of two hundred and forty (240) donated hours. If the catastrophic illness or injury continues, increments of 240 donated hours may be approved by the General Manager as necessary, not to exceed a total of 1040 hours.

The Finance and Personnel Manager shall account for the donation and disbursement of catastrophic leave hours.

Section 4 - Usage of Donated Hours

An employee who receives and uses donated leave continues to be paid at his or her pay rate as if in work status. While on leave, MTA will continue to pay for group insurance/core benefits the same as before the leave, and seniority will continue to accrue. When the medical emergency ends, any unused transferred hours in excess of forty (40) are restored to the leave bank for future needs.

While an employee is on Catastrophic Leave using donated hours, the employee shall not accrue any vacation or sick leave. The employee will not be eligible to sell (cash out) any donated vacation or sick leave hours.

An employee shall use Catastrophic Leave to augment State Disability Benefits not to exceed their regularly scheduled hours.

Transferred leave under this program is not a tax deduction for the donor, but its dollar value is taxable to the recipient when it is used.

ARTICLE 20 - SENIORITY

Section A - Determination

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An Employee's date of hire will determine the Employee's agency seniority. If two or more individuals begin work on the same day, their individual seniority shall be determined by lot on the first day of hire. Seniority ranking (highest first) is used to determine the order of sign-ups for work schedules and for vacations. Reverse seniority is used for layoffs, i.e. person with the least seniority will be laid off first.

If a locale (yard) is closed or in the event of a position in any locale (yard), affected employees may opt to utilize their agency seniority to fill a vacancy in any other locale (yard), notwithstanding Section 8 of this article.

Section B - Posting of Revisions

The Employer shall post a copy of the seniority list as soon as possible upon revision due to personnel changes.

Section C - Assignment Selection

Inland Transit Vehicle Operator
Willits Transit Vehicle Operator
South Coast Transit Vehicle Operator
North Coast Transit Vehicle Operator
Ukiah Dispatcher
Ukiah Relief Dispatcher
Lead Mechanic
Mechanic
Mechanics Helper
Shelter Maintenance Cleaner
Cleaner

Section D - Seniority within a Classification

Seniority within a classification shall be determined by the date of hire, transfer or promotion into that classification, notwithstanding section 8 of this article.

Section E - Termination of Seniority

Seniority shall be broken, and seniority lost for the following reasons:

- a. The employee fails to comply with the recall procedures outlined in Article 21 of this agreement and/or does not return from a recall within seven (7) days. The seven (7) days may be extended by mutual written agreement between the MTA and the Union.

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- b. The employee is absent due to layoff or disability for a period of one (1) year or a period of time equal to his length of service at the beginning of the layoff or disability, if less than one (1) year.
- c. The employee is absent two consecutive (2) work days without notification to the MTA.
- d. An employee does not complete the entry probationary period.
- e. The employee voluntarily resigns
- f. The employee is terminated.

Section F – Seniority Accrual

Employees accrue seniority when they are on paid leave or unpaid leave except for personal leave of absence. Seniority is frozen during personal leave and/or layoff.

Section G – Location

Employees temporarily assigned to another locale shall continue to accrue seniority in their locale in accordance with their sign up.

Section H - Transferability

Seniority is not transferable from one locale to another; except in cases of service reduction for Ukiah or Willits. In such cases, seniority may be transferred to either locale.

ARTICLE 21 - LAYOFF AND RECALL

Section A - Layoffs

Layoffs are reduction in forces due to lack of work resulting in reduction in the number of employees required to provide MTA services. When layoffs are required for any given classification, probationary employees with the lowest performance evaluation shall be laid off first. After that, employees shall be laid off in reverse seniority order, i.e. the person with the least seniority shall be laid off first. A laid off employee may exercise his seniority to displace the least senior employee in an equal or lower paid classification in which they have previously served a successful probationary period.

Section B - Recall

Recall shall be in reverse order of layoff. Laid off employees shall be offered reinstatement if/when rehiring begins, without going through the hiring/screening

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process, if such rehiring begins within (6) six months of the individual's layoff. Recall from layoff shall be in writing, via certified return receipt mail. Employees must respond to the recall notice within ten (10) days from the date of mailing of the recall notice or they forfeit their right to recall.

Whenever a layoff of any employee exceeds (6) months and additional employees are needed during the next twelve (12) month period; employees who remain on layoff shall be offered, in previous seniority order, the right to re-apply for employment.

Laid off employees who are re-employed will retain vacation accrual rate, seniority, pay step as prior to lay-off and are eligible for group insurance/core benefits as governed by the terms of each benefit plan. Employees who are rehired will serve a three (3) month probationary period. Employees who are not re-employed or terminated during the three (3) month probationary period have the right to file a grievance.

Individuals who are laid off have the responsibility to provide the MTA with a current address in order to be eligible for recall. Failure to provide an address which would allow for written communication to be received from MTA in a timely fashion shall waive the individual's recall and seniority rights.

ARTICLE 22 - DISCIPLINE & DISCHARGE

Section A - General

In the interest of safety, economy of operation and for the protection of persons and property, the Union recognizes the rights of the MTA to discipline, suspend, or discharge employees for just cause. The MTA agrees to observe a policy of progressive corrective discipline, and that the objective of such policy shall be to correct instances of improper conduct. To that end, any disciplinary action taken shall be effective for no longer than eighteen (18) months. Employees who are continual offenders and/or have multiple warnings will be judged by total performance. Periods of absence, in excess of four weeks, shall not be considered part of the rolling eighteen (18) month period.

Employees who are continual offenders and/or have multiple warnings will be judged by total performance. Periods of absence, in excess of four weeks, shall not be considered part of the rolling eighteen-month period.

Section B - Forms of Discipline

While the MTA regards most cases of improper conduct as correctable, it is understood that there are offenses of such serious nature as to provide cause for immediate discharge without notice. The steps for discipline may include one or more of the following:

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1. Verbal Warning-Documented in writing, placed in personnel file and copy given to the employee.
2. Written Warning- Written warning to employee with date and details of infraction.
3. Suspension from Duty

(As an alternative to an unpaid suspension, employees have the option of taking a reduction in accrued vacation in lieu of suspension. The disciplinary action will still stand as a suspension, but the employee will not be forced to take unpaid time off.)

4. Dismissal/Discharge from Service

Disciplinary actions when final shall be documented in writing and given to the employee with a copy placed in the employee's personnel file and a copy sent to the Local Union, except verbal warnings.

A formal warning must be issued within ten (10) working days of an infraction, and/or knowledge thereof; except in the case of an accident, in which case the warning will come not more than five (5) working days after the joint Safety Committee makes a decision.

The following, but not limited to, may be cause for immediate dismissal without formal warning: dishonesty, being under the influence of alcohol, drugs or narcotics while on MTA property or operating equipment; unauthorized use of any cellular device while driving; recklessness or carelessness resulting in an accident while on duty; failure to report an accident by radio or nearest telephone immediately from the scene when physically able, or failure to make a written report upon completion of shift; threatening or intimidating MTA employees or passengers; insubordination; falsifying time or revenue records, accident reports or original applications.

Employees who receive a citation for a major driving violation in any vehicle may be suspended from all driving duties until convicted or the citation is dismissed. Conviction of a major violation will result in disciplinary actions, up to, and including, termination.

An employee whose license is expired or suspended, or whose medical certificate is invalid, shall be suspended until the employee obtains a valid license or certificate, unless the suspension is for a "major" violation, in which case, employment may be terminated.

Section C - Appeal

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1. Before suspension or discharge for an accumulation of infractions, the Employee shall have received at least one (1) written warning notice and shall be entitled to a Skelly hearing with their supervisor(s) and Union representatives.
2. Employees who contend they have been discharged or suspended without "just cause" within the meaning of this Article may have their case reviewed through the Grievance Procedures of this Agreement. Whenever a verbal or written warning notice is protested in a timely manner, such protest shall not be entitled to processing under the grievance procedure unless the discipline proceeds to suspension and/or discharge.

ARTICLE 23 - TERMINATION

An individual's employment at MTA may be terminated by the employee (through resignation) or by MTA (through layoff or as result of disciplinary action).

Termination by the Employee: Employees are requested to give written notice of their intent to resign. Failure to give at least two weeks written notice will result in forfeiture of pay for 25 % of accrued sick leave (see Article 18 (8)) and ineligibility for re-employment.

Termination by MTA: When an employee is terminated through layoff, management at its discretion shall give two weeks' notice or two weeks' pay in lieu of notice. When an employee is terminated for reasons other than layoff, notice will be given only as appropriate.

ARTICLE 24 - GRIEVANCE AND ARBITRATION

Section A - Grievance Policy

MTA employees shall have an opportunity to present their work-related complaints and appeal management decisions related to this Agreement through a dispute resolution or grievance procedure.

The MTA agrees to meet with and deal with the duly accredited representative of the Union on all questions arising between the MTA and Union regarding the interpretation of this Agreement, including disciplinary action and discharge.

Information concerning an employee grievance is to be held in strict confidence. Individuals who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background or factual information.

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Section B - Definition

A grievance is defined as an employee's expressed feeling of dissatisfaction concerning any interpretation or application of this Agreement, including disciplinary action and discharge, or a work-related matter by management, supervisors, or other employees. Examples of matters which may be causes of grievances under this policy include; but are not limited to:

- a) A belief that MTA policies, practices, rules, regulations, or procedures have been applied in an inconsistent manner;
- b) Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
- c) Alleged unlawful discrimination because of race, color, sex, age, religion, national origin, marital status, disability, sexual orientation, ancestry or medical condition; and
- d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary or seniority.

Employees must file grievances in a timely fashion as outlined in the following procedure:

Section C - Procedure

1. Grievances shall first be brought to the attention of the immediate supervisor in writing. A grievance may be presented to any supervisor if the grievance pertains to an employee's immediate supervisor. This notification shall be made within ten (10) working days of the occurrence or knowledge of the event; except in cases of suspension and discharge, notification shall be made within five (5) days of the event. The employee and supervisor will meet within ten (10) days of the notice to discuss the grievance and make every effort to resolve the issue at this step.
2. Should the matter not be satisfactorily resolved at step one, it shall then be referred, in writing, stating the specific clause of the Labor Agreement or MTA policy being violated, within ten (10) working days of the step one decision by the individual affected or through his accredited union representative, to his immediate supervisor. The immediate supervisor shall respond, in writing, within ten (10) days.
3. If the employee is not satisfied with the response at step two, they may appeal the decision, in writing, to the General Manager or designee, within ten (10) days of the receipt of the written response from the immediate supervisor.

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Within ten (10) days of the receipt of the appeal the General Manager or designee shall meet with the employee to discuss the grievance. The General Manager shall give a decision, in writing, within ten (10) days of the meeting.

4. (a) In the event Step 3 fails to settle the grievance, either party may, within ten (10) days of the Step 3 grievance meeting decision, request to refer the matter to a Board of Adjustment. A Board of Adjustment will be scheduled only by mutual agreement. If a Board of Adjustment is scheduled, it shall be composed of four (4) members: two (2) representing the Union and two (2) representing the Employer. Neither the MTA's nor the Union's appointees shall be employees of MTA nor the Local Union. A majority decision by the Board of Adjustment shall be binding on all parties. The Board of Adjustment shall not be empowered to amend, modify or change the terms of this Agreement. If the Board is unable to reach a majority agreement, the parties will have the right to proceed to the next step, non-binding mediation or Arbitration. The Board shall meet on a mutually agreeable date, not to exceed fifteen (15) days from the Step 3 grievance meeting decision.
- (b) Either party may, within ten (10) days of the Step 3 grievance meeting decision, refer the matter to non-binding mediation for a recommendation prior to proceeding to Arbitration.
5. In the interest of expediting the grievance process, the MTA or the Union may elect to proceed to Arbitration within ten (10) days of the decision of the Board of Adjustment or non-binding mediation. The Arbitrator shall be appointed by mutual consent of the MTA and the Union or from a panel of arbitrators selected from the Federal or State Mediation and Conciliation Service. Selection of the arbitrator shall be made within ten (10) days following receipt of said list from the FMCS. The cost of the arbitrator and court reporter shall be borne by the losing party. Each party shall be responsible for the cost of presenting their case to arbitration. The finding of the arbitrator shall be final and binding on both parties hereto. The arbitrator cannot alter, add to, or take away from, or in any way disregard the terms of this Agreement.

Section D - General Terms

Grievances may be resolved at any step in the process. Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and right of appeal no longer exists.

For the purpose of this Article, a day shall mean weekday, Monday through Friday. Time limits specified in each step of the procedure shall be strictly observed and may only be

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extended by mutual agreement of the parties in writing. Failure of either party to observe a time limit shall terminate the grievance process and result in an automatic decision in favor of the timely party. Any step of the grievance procedure may be waived in writing by mutual agreement of the parties.

The employee, if desired, may have the job steward and/or union representative present at any step of the grievance procedure, provided such representatives are available.

Establish a hiring committee which includes a bargaining unit employee selected by the Union.

ARTICLE 25 - MISCELLANEOUS

Section A - Performance Review

Job performance is reviewed periodically and at least annually for permanent employees and at least twice during the probationary period for probationary employees or as required by management to insure the safety, consistency and quality of service to the public; for transit vehicle operators, dispatchers, mechanics, mechanic helpers and cleaners. This will consist of a road test as well as other factors. Appraisals are rated on knowledge of job, safety, dependability, quantity and/or quality of work, passenger relations and adaptability as well as other factors.

All evaluations shall be in writing, shall be discussed with the employee and signed by the employee, and a copy shall be given to the employee. Additionally, all employees shall be provided an opportunity to comment on that evaluation with such comments attached to or incorporated within such evaluation. The evaluation and employee comments thereon shall become part of the employee's permanent record. Probationary and permanent employees may be evaluated periodically at the discretion of their supervisor. All evaluations shall be forwarded to the Personnel Department for filing.

Section B - Uniforms – Transit Vehicle Operators

The MTA agrees to provide transit vehicle operators with an initial issue of uniforms upon their successful completion of the training period, this shall include:

- Five shirts, any combination of short and/or long sleeve; cotton available upon request.
- One (1) jacket with liner
- One rain jacket
- One sweater
- One vest (or two of either sweaters or vests)

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- MTA will also provide optional clothing such as:
 - Up to three (3) pants, shorts, or skirts (any combination)
- Driver Bag supplied by MTA and/or Teamsters 665 Duffel

After the initial purchase of uniforms, uniform items shall be replaced at no charge to the employee, upon the presentation to the Transportation Superintendent of the worn-out item. Should the uniform become damaged or excessively worn or stained due to acts or conditions not associated with work (such as spills or tears) the employee will be responsible for replacing the damaged uniform part.

Uniforms must be clean and neat. Uniforms may be worn to and from work and while participating in any other activities. Uniforms will be worn in a respectful manner at all times. Wearing of uniforms in other activities or to other establishments may subject the employee to disciplinary action.

Badges, pins and/or patches are to be worn at the prescribed place on the uniform. Employees shall be permitted to wear an official Teamsters Local ~~624~~ **665** union button or patch on their uniforms.

Shoes that have adequate arch support are permitted. Sandals are permitted if they have a heel strap and straps no less than $\frac{3}{4}$ inch that secure the shoe to the foot.

Socks must be white or a solid color matching the clothing being worn.

Employees on duty who are out of uniform or in unclean or otherwise unpresentable uniforms will be subject to disciplinary action.

Section C - Uniforms – Maintenance

All mechanics, mechanic helpers and cleaners shall be supplied with a clothing allowance in the amount of twenty-five (\$25) dollars per pay period by the MTA. Cleaning of said clothing shall be the responsibility of the mechanics, mechanic helpers and cleaners.

Clothing damaged through carelessness are to be replaced at the employee's expense.

Mechanics and mechanic helpers shall be allowed to take uniforms home with them, if desired. Mechanics and mechanic helpers must be in uniform, ready to work, when reporting to work to begin their shift. Should a mechanic or mechanic helper lose or damage any uniform items at home, he will be responsible for the cost of replacement or repair.

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Section D - Tool Insurance / Boot and Tool Allowance

The MTA agrees to provide, the mechanics and mechanic helpers with tool insurance against complete loss by fire, vandalism and documented theft at replacement value. Coverage does not include breakage, gradual deterioration, unexplained loss or mysterious disappearance.

Employees must have a current and complete tool inventory on file with the Maintenance Manager. Thefts must be reported immediately by the employee. Claim forms must be accompanied by a police report and a copy of the employee's tool inventory.

An annual tool allowance in the amount of \$500 and annual boot allowance in the amount of \$100 per year shall be provided to each mechanic. An annual tool allowance in the amount of \$250 and annual boot allowance in the amount of \$100 per year shall be provided to each mechanic helper. An annual boot allowance of \$100 shall be provided to the cleaner. Such amount shall be used exclusively for the purchase of tools and shoes to be used in the performance of required maintenance duties. Such allowance cannot be carried over from year to year. The MTA shall provide a list of minimum required tools by classification. The allowance shall be paid on a bi-weekly basis.

ARTICLE 26 - PHYSICAL EXAMINATIONS

Section A - General

Physical, mental or other examinations required by State or Federal law shall be promptly complied with by all employees. The MTA may, at its own expense, require physical examinations of an employee to determine the physical fitness of said employee for continued employment. Such examinations shall be given by licensed medical professionals of the MTA's choice. The right to require physical examinations shall be exercised neither arbitrarily nor capriciously.

Section B - Appeal

The employee may, if he believes an injustice has been done, be re-examined by the employee's licensed medical physician. The MTA shall not be responsible for costs of re-examination. If the two physicians disagree, they shall mutually agree upon a third board certified physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the MTA and the Union.

Section C - Worker's Compensation

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Rules of Worker's Compensation shall apply in cases of occupational injuries and illness.

ARTICLE 27 - FULL UNDERSTANDING, MODIFICATIONS & WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

The terms and conditions set forth in this agreement represent the full and complete understanding between MTA and the Union. The parties agree that during the negotiations which culminated in this agreement, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this agreement.

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its rights to and releases the MTA from any obligation to meet and confer on any subject or matter contained herein. The Union acknowledges that the MTA has fulfilled its obligations to bargain in good faith on the matters contained herein for the term of this Agreement.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto.

The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28 - SEPARABILITY

If any provision or part thereof of this Agreement is in conflict with any applicable federal or state law or regulation, such provision shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

ARTICLE 29 - CONTRACTING OUT

For the purpose of preserving work for the employees covered by this Agreement, the MTA will not contract with outside businesses or agencies to perform work presently done by bargaining unit employees except as detailed below. The MTA may not, however, contract work, of any job classification covered by this agreement in an attempt

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to circumvent any provisions of this agreement. MTA will comply with federal labor protection requirements and specific directives of the Department of Labor.

Section A - Maintenance

MTA may contract with outside businesses or agencies when sufficient skills or equipment are not available or when the urgency and volume of work exceeds MTA's capabilities.

Section B - Existing Senior Center Contracts

MTA may continue to contract with private non-profit Senior Centers to provide specialized services primarily for Senior and Disabled riders, provided bargaining unit employees performing such work are not placed on layoff status.

Section C - New or Expanded Services

When a new service is proposed that would not meet adopted performance standards (e.g. lifeline service in extremely rural areas of Mendocino County), MTA may contract with an outside business or agency if such a contract would meet those standards, provided bargaining unit employees performing such work are not placed on layoff status.

When a new service is proposed that would provide added capacity on a temporary, seasonal or occasional basis, MTA may contract with an outside business or agency to operate that service, provided bargaining unit employees performing such work are not placed on layoff status.

When expansion of service is proposed that is different from the type presently provided, MTA agrees to meet and confer with the Union to determine the best approach to implement the service.

When the MTA determines that it is in the best interest of MTA to contract for portions of the existing service, the MTA agrees to meet and confer with the Union.

When expansion of service is proposed that is of the kind, nature or type presently provided, MTA will expand the workforce of bargaining unit employees as needed.

ARTICLE 30 - SUCCESSOR

The provisions of this Agreement shall be binding upon the MTA and its successors and the assigns and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the

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MTA or any or all of its property, or affected or changed in any respect by any changes in legal status, ownership or management of the MTA.

ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall become effective on the first day of July 2016, and shall remain in full force and effect until midnight of the 30th day of June 2019. It shall automatically renew itself from year to year thereafter, unless either party notifies the other by giving written notice ninety (90) days in advance of the expiration date, by certified mail, of a desire to modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives as of the date and year written below.

FOR THE MTA

General Manager Date

Chair, Board of Directors Date

FOR THE UNION

North Bay Director Date

Business Agent Date

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						Effective 07/01/2019		
Mendocino Transit Authority								
2019/20 WAGE & STAFFING TABLE								
APPENDIX A - REPRESENTED								
Job Title	Step A	Step B	Step C	Step D	Step E	Step F		
MAINTENANCE								
Mechanic	26.43	27.75	29.14	30.59	32.13	33.73		
Lead Mechanic	29.07	30.53	32.05	33.66	35.33	37.12		
Mechanics Helper	20.42	21.46	22.51	23.64	24.83	26.07		
Shelter Maintenance Cleaner	17.57	18.45	19.36	20.35	21.36	22.43		
Cleaner	15.29	16.53	17.77	19.01	20.25	21.51		
Job Title	Step A	Step B	Step C	Step D	Step E	Step F		
OPERATIONS								
Dispatchers	19.78	21.93	22.95	24.01	25.14	26.32		
Dispatchers - Bilingual	22.18	23.23	24.32	25.47	26.67	27.95		
Job Title	Step A	Step B	Step C	Step D	Step E	Step F		
DRIVERS								
Transit Vehicle Operators	18.49	19.41	20.38	21.39	22.47	23.59		
Driver Trainer	20.30	21.31	22.38	23.50	24.67	25.91		
Driver in Training	\$15.00 per hour until solo							



Meeting Date: August 28, 2019

Agenda Item: #12

AGENDA SUMMARY REPORT

SUBJECT:

Formation of MTA Contracted Transportation Services Ad Hoc Committee and Appointment of 3 Directors to Newly Formed Committee.

SUMMARY:

In the 1980's MTA began sub-contracting with Senior Centers for transportation services. The primary policy goal of providing TDA funding to the Senior Centers was originally to provide door through door transportation with assistance and to fill a gap in services that MTA did not or could not provide at the time.

With the ending of many of the federally funded senior programs of the 1980's and 1990's the Senior Center demand response programs have expanded beyond door through door transportation, as it helps to attract "general public seniors" to fill the seats, improve productivity, increase fare revenues and meet the MCOG performance standards. Essentially, the Senior Center transportation programs have evolved into duplicating the same service provided by MTA.

In the last three MTA Triennial Reports (12 years) and in the Five-Year Short-Range Plans, MTA as the Consolidated Transportation Service Agency (CTSA) the strategic question of how to best meet the needs of the senior and disabled populations in its service area with high quality service and in the most cost-effective manner possible be reviewed.

STAFF RECOMMENDATION:

Staff is requesting that the MTA Board of Directors convene an Ad Hoc Sub-Committee to assist MTA management staff in its review of this service.

ATTACHMENTS:

N/A