# Board of Directors
# Regular Meeting Agenda

September 25, 2019 1:30 p.m.

**Fort Bragg**
Diana Stuart Fort Bragg Division
190 East Spruce
Conference Room

*Video-Conference with:*
**Ukiah**
Ukiah Valley Conference Center
200 South School Street

---

**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 August 30, 2019 Board Meeting**

**4. Board Meeting Calendar 2019-2020**

**5. Service Performance Report**

**6. Financial Statements – Balance Sheet and Statement of Revenues and Expenses for July 2019**

**ACTION & DISCUSSION**

**7. Unmet Needs**
**Action:** Solicit Public Input

**8. Discussion and Possible Approval of Amendment to MTA Policy Section 3.7 Nepotism**

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

**10. Discussion and Possible Approval of MTA Travel Reimbursement Policy Section 7.6**

**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, 2023**

**COMMITTEE REPORT**

**12. September 13, 2019 - Ad Hoc Contracted Transportation Services Committee Meeting Report**

**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

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

DRAFT

## AGENDA ITEMS

### 1. Call to Order

Chair Rodriguez called the meeting to order at 1:30 p.m. and requested Vice Chair Tarbell chair the meeting because he was in attendance in Point Arena.

| | |
|---|---|
| Directors Present in Point Arena: | Richard, Tarbell, Cross |
| Directors Present by Teleconference in Willits: | Rodriguez, Gjerde |
| Directors Absent: | Albin-Smith, Mulheren |

| | |
|---|---|
| Staff Present in Point Arena: | Carla Meyer, MTA General Manager<br>Bob Butler, MTA Maintenance Manger<br>Mark Harvey, MTA CFO<br>Jacob King, MTA Operations Manager<br>Heather Lindsteadt, Recording Secretary |
| Also Present in Willits: | Loretta Ellard, MCOG |

### 2. Public Comment

No public comment in Willits.

Diana Clarke, Executive Director of the Ukiah Senior Center and MCOG TPC Senior Center Representative expressed appreciation of the collaborative relationship with MTA for over 30 years. She requested the Board reconsider adoption of Resolution No. 2019-13 in order to provide the Board an opportunity to review the impacts that increasing MTA's service area and reducing fares will have on the Ukiah Senior Center and also requested the Board postpone the date of implementation.

Diana Clark reported that the Senior Center vehicles do not carry more than 10 people, including the driver, and therefore can be operated by drivers with a Class C license. She provided documentation outlining the requirements for Senior Center drivers which is hereby made part of these minutes by reference.

**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**

Director **Richard** requested that items #5 and #6 be pulled for further discussion.

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

The Board directed staff to provide the Service Performance Reports quarterly and requested staff only include quarterly with previous year comparison information rather than month-to-month. Director **Richard** asked that the reports be provided in larger print as well.

**Upon Motion** by Director **Richard**, seconded by Director **Cross**, Consent Calendar items # 5 and # 6 were approved with direction given to staff by roll call vote. **AYES**: Gjerde, Tarbell, Cross, Richard, Rodriguez **NOES**: 0 **ABSTAIN**: 0 **ABSENT**: Mulheren, Albin-Smith

**ACTION & DISCUSSION**

**7. Unmet Needs**
**Action:** Solicit Public Input

Item added to Unmet Needs:

1. Round trip service - City of Ten Thousand Buddhas

**8. Discussion Only GASB 68 Report**

Discussion only. No action taken.

**9. Discussion and Possible Approval of Amendment to MTA Policy Section 3.7 Nepotism.**

The Board directed staff to remove paragraph 8 as it is duplicative. The Board also directed staff to add wording to the policy which would include a Personnel Review Committee to ensure the policy is followed if there is a candidate that could be considered high-risk in accordance with the Nepotism Policy.



DRAFT

Chair **Rodriguez** confirmed the goal is to have a review of any employee hired if there is the possibility of the appearance of nepotism. She also requested creation of a Personnel Committee when the Nepotism Policy is approved.

Chair **Rodriguez** requested that staff contact legal counsel for a review of the policy and incorporation of Board direction.

Direction given. No action taken.

**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.**

Staff was directed to amend the staff report memo to reflect the maximum 5310 grant award amount is $400,000 not $450,000.

**Upon Motion** by Director **Cross**, seconded by Director **Rodriguez**, the Board adopted 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 by roll call vote. **AYES**: Gjerde, Tarbell, Cross, Richard, Rodriguez **NOES**: 0, **ABSTAIN**: 0, **ABSENT**: Mulheren, Albin-Smith

**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.**

Item was tabled to the September 25, 2019 Board meeting.

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

Public Comment on Item #12:

Diana Clarke, Executive Director of the Ukiah Senior Center and MCOG TPC Senior Center Representative expressed concern stating that the Senior Centers are unsure if they can directly apply for TDA funding. She also stated decisions made by the MTA Ad Hoc Committee could have unintended negative consequences for the Senior Centers if all stakeholders are not included in the discussions.

The Board formed the MTA Contracted Transportation Services Ad Hoc Committee and Chair Rodriguez appointed Directors Tarbell, Gjerde, and Rodriguez to the Committee. The Board directed staff to adhere to all Brown Act public noticing requirements to ensure stakeholder participation.

**13. Matters from Management**

Jacob King, MTA Operations Supervisor updated the Board on the recent Dispatcher training associated to the new Dial-A-Ride service area and fare structure changes.



DRAFT

Bob Butler, MTA Maintenance Manager updated the Board on installation of the generator for administration building.

Mark Harvey, MTA CFO reported that the P&L for July 2019 will be presented at the September Board meeting and he said MTA will be ready for the annual financial audit once MCOG selects the audit team.

General Manager Meyer asked the Board to provide direction related to a letter dated August 21, 2019 which was sent to the Board by Diana Clarke requesting reconsideration of Resolution No 2019-13 or delay the implementation date of September 1, 2019. Letter is hereby made part of these minutes by reference. Chair Rodriguez directed staff to not agendize recension of Resolution 2019-13 at this time.

General Manager Meyer reported that she will bring back an MTA Travel Policy, which will include a section related to Director participation in training and transit related events, for Board approval because she received a request from a Director to attend an event and she is unsure which types of Director travel expenses are paid for by MTA.

General Manager Meyer handed out a report entitled FTA Mendocino Transit Authority (MTA) DBE Program Compliance Review, Final Report March 2016. The report is hereby made part of these minutes by reference. She reported that she was unaware of the FTA report and is unsure if the Corrective Actions and Schedules were addressed. She reported she will meet with FTA representatives to discuss the report.

Director Gjerde requested a meeting of the MTA Finance Committee to discuss MTA's CalPERS contribution rate and Unfunded Liability. He requested that Mark Harvey invite Mary Beth at Bartell Associates, LLC to explain MTA's options

**14. Matters from Directors** Unfunded Liability and rate of return.

**ADJOURN**

Vice Chair Tarbell adjourned the meeting at 2:40 p.m.

DRAFT

**September 25, 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~~ | ~~1:30~~ | ~~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<br>Initial 2020/21 Budget Discussion |
| March 25 | 1:30 | Ukiah | Fort Bragg | 2019/20 Transit Needs: Ukiah<br>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 |
| June 24 | 1:30 | Ukiah | Fort Bragg | General Manager Contract<br>FINAL 2020/21 Budget |

Agenda Item # 5
September 25, 2019

# FY 19-20 RIDERSHIP PERFORMANCE BY ROUTE

| | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | 2019-20 YTD | 2018-19 YTD | # Change | % Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 - Willits Local | 1031 | 1166 | | | | | | | | | | | 2197 | *1727* | 470 | 27% |
| 03 - Ukiah - DAR | 1669 | 1611 | | | | | | | | | | | 3280 | *2509* | 771 | 31% |
| 04 - Fort Bragg - DAR | 1308 | 1281 | | | | | | | | | | | 2589 | *2484* | 105 | 4% |
| 05 - BraggAbout | 1237 | 1287 | | | | | | | | | | | 2524 | *2811* | (287) | -10% |
| 07 - Jitney | 200 | 186 | | | | | | | | | | | 386 | *561* | (175) | -31% |
| 08 - Ukiah Evening | 1278 | 1081 | | | | | | | | | | | 2359 | *1815* | 544 | 30% |
| 09 - Ukiah Local | 9938 | 10421 | | | | | | | | | | | 20359 | *19576* | 783 | 4% |
| 20 - Willits - Ukiah | 2424 | 2775 | | | | | | | | | | | 5199 | *4700* | 499 | 11% |
| 60 - Coaster | 738 | 840 | | | | | | | | | | | 1578 | *1758* | (180) | -10% |
| 64 - Ukiah to Fort Bragg | 358 | 427 | | | | | | | | | | | 785 | *924* | (139) | -15% |
| 65 - CC Rider | 1054 | 1243 | | | | | | | | | | | 2297 | *2046* | 251 | 12% |
| 65A - New Route 65 | 493 | 514 | | | | | | | | | | | 1007 | *1481* | (474) | -32% |
| 74 - Saturday Gualala-Ukiah | 78 | 107 | | | | | | | | | | | 185 | *177* | 8 | 5% |
| 75 - M-F Gualala to Ukiah | 547 | 714 | | | | | | | | | | | 1261 | *1417* | (156) | -11% |
| 95 - Pt. Arena to Santa Rosa | 384 | 442 | | | | | | | | | | | 826 | *1171* | (345) | -29% |
| 97 - Redwood Coast Regional | 276 | 237 | | | | | | | | | | | 513 | *558* | (45) | -8% |
| ***Monthly Totals*** | ***23013*** | ***24332*** | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** | ***0*** | ***47345*** | ***45715*** | 1,630 | 4% |

# FY 18-19 RIDERSHIP PERFORMANCE BY ROUTE

| | 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% |

***Meeting Date:*** ***September 25, 2019***

***Agenda Item:*** ***# 6***

# *AGENDA SUMMARY REPORT*

***SUBJECT:***

Unaudited Financial Statements July 2019

***SUMMARY:***

Draft Unaudited Financial Reports for the first month of 2019-2020 from MTA's QuickBooks accounting system including the Balance Sheet and Statement of Revenues and Expenses.

***STAFF RECOMMENDATION:***

Accept Unaudited Financial Statements for July 2019

***ATTACHMENTS:***

Balance Sheet as of July 31, 2019
Statement of Revenues and Expenses July, 2019

# Mendocino Transit Authority
## Balance Sheet
### As of July 31, 2019



| | Jul 31, 19 |
|---|---|
| ASSETS | |
| Current Assets | |
| Checking/Savings | 1,341,573.34 |
| Accounts Receivable | 104,961.96 |
| Other Current Assets | |
| Receivables Other | 690,805.59 |
| Grants Receivable Total | 696,482.00 |
| 103.990 · Inventory | 114,870.37 |
| 104.199 · Prepaid Expenses Total | 89,775.37 |
| 104.200 · Undeposited Funds | 7,434.49 |
| Total Other Current Assets | 1,599,367.82 |
| Total Current Assets | 3,045,903.12 |
| Fixed Assets | |
| Fixed Assets | 20,678,486.88 |
| Accumulated Depreciation | -10,379,549.29 |
| Intangible Total | 15,000.00 |
| Accum Amortization Total | -15,000.00 |
| Total Fixed Assets | 10,298,937.59 |
| Other Assets | |
| Deferred Outflows of Resource | 705,833.00 |
| Total Other Assets | 705,833.00 |
| TOTAL ASSETS | **14,050,673.71** |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| 201.100 · Accounts Payable | 240,862.68 |
| 201.300 · Umpqua Credit Card | 8,700.51 |
| Other Current Liabilities | |
| CalPERS Loan Repayments | 20.38 |
| 205.700 · Uncashed Checks | 6,491.04 |
| 205.900 · Accruals Total | |
| 202.100 · Deferred Revenue | 620,628.57 |
| 203.100 · Federal Payroll Tax Payable | 9,820.20 |
| 203.110 · Medicare Payroll Tax Payable | 2,939.11 |
| 203.120 · State Income Tax Payable | 2,928.23 |
| 203.130 · State Disability Payable | 1,079.58 |
| 203.140 · Misc Deductions | 1,508.49 |
| 203.150 · Garnishments Payable | -21.27 |
| 205.200 · Accrued Payroll | -7,201.91 |
| 205.300 · Accrued Retirement | 14,202.94 |
| 205.400 · Accrued Deferred Comp | -363.45 |
| 205.500 · Accrued Vacation | 143,519.60 |
| 205.600 · Accrued Sick Leave | 62,446.62 |
| 205.900 · Accruals Total - Other | 15,292.67 |
| Total 205.900 · Accruals Total | 866,779.38 |

# Mendocino Transit Authority
# Balance Sheet
## As of July 31, 2019



| | Jul 31, 19 |
|---|---|
| Total Other Current Liabilities | 873,290.80 |
| Total Current Liabilities | 1,122,853.99 |
| Long Term Liabilities | |
| 231.900 · Prov-Restricted Funds | |
| 231.100 · Provision for Liability | 9,514.26 |
| 231.200 · Provision for Vehicle Damage | 10,266.60 |
| 231.300 · Provision for Unemployment | 151,849.49 |
| 231.400 · Provision for Cafeteria Plan | 16,974.64 |
| 231.500 · Provision for Worker's Comp | 18,858.76 |
| Total 231.900 · Prov-Restricted Funds | 207,463.75 |
| 235.300 · Deferred Inflows of Resource | 148,130.00 |
| 231.101 · Net Pension Liability | 1,557,570.26 |
| Total Long Term Liabilities | 1,913,164.01 |
| Total Liabilities | 3,036,018.00 |
| Equity | |
| 32000 · Unrestricted Net Assets | -2,319,049.41 |
| 399.900 · Equity | |
| 304.100 · Equity-Contributed Capital | 15,890,100.96 |
| 304.500 · Accum Depr-Contributed Capital | -3,568,956.72 |
| 304.600 · Equity Capital | 512,349.13 |
| 305.100 · Retained Earnings | 619,658.84 |
| Total 399.900 · Equity | 13,453,152.21 |
| Net Income | -119,447.09 |
| Total Equity | 11,014,655.71 |
| TOTAL LIABILITIES & EQUITY | **14,050,673.71** |

| Cash & Fund Balances | MTA | MCOG | TOTAL |
|---|---|---|---|
| Operating Cash | $ (145,794.00) | | $ (145,794.00) |
| Operating Reserve | $ 100,088.87 | | $ 100,088.87 |
| PTIMSEA | $ 577,360.24 | | $ 577,360.24 |
| LCTOP | $ 180,250.86 | | $ 180,250.86 |
| CAL OES | $ 100,680.24 | | $ 100,680.24 |
| CAPITAL #4100 | $ 528,987.13 | | $ 528,987.13 |
| STA | | $ 681,819.11 | $ 681,819.11 |
| 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 | $ 1,341,573.34 | $ 1,481,126.06 | $ 2,822,699.40 |

# Mendocino Transit Authority
## Statement of Revenues, Expenses
### July 2019



| | Jul 19 | Budget | % of Budget |
|---|---|---|---|
| Ordinary Income/Expense | 8.33% of Year | 100% of Year | |
| Income | | | |
| 411.000 · OPERATING REVENUE. | | | |
| 411.105 · Fixed Route Farebox Revenue | 46,422.42 | 690,000.00 | 6.73% |
| 413.000 · Redwood Coast Regional Center | 5,431.25 | 65,000.00 | 8.36% |
| 414.000 · Sonoma County Contract | 14,350.00 | 172,000.00 | 8.34% |
| Total 411.000 · OPERATING REVENUE. | 66,203.67 | 927,000.00 | 7.14% |
| 420.000 · REVENUES FROM OTHER SOURCES | | | |
| 421.000 · Local Transportation Fund (LTF) | 249,427.00 | 3,025,911.00 | 8.24% |
| 421.500 · State Transit Assistance | 78,848.25 | 946,179.00 | 8.33% |
| 422.000 · 5310 Operating Assistance | 0.00 | 225,000.00 | 0.0% |
| 423.000 · 5311 Operating Assistance | 0.00 | 484,742.00 | 0.0% |
| 424.000 · 5311(f) Operating Assistance | 0.00 | 300,000.00 | 0.0% |
| 424.250 · LCTOP Cap & Trade | 0.00 | 110,000.00 | 0.0% |
| 425.000 · Advertising Contract | 7,075.37 | 120,000.00 | 5.9% |
| 426.000 · Ag Van Leases | 0.00 | 20,000.00 | 0.0% |
| 426.500 · Maintenance Labor Revenue | 3,307.51 | 25,000.00 | 13.23% |
| 428.000 · RTAP | 0.00 | 2,000.00 | 0.0% |
| 429.000 · Investment(Interest) Income | 552.81 | 15,000.00 | 3.69% |
| 440.000 · Other - Fuel Rebates, Etc. | 299.05 | 800.00 | 37.38% |
| Total 420.000 · REVENUES FROM OTHER SOURCES | 339,509.99 | 5,274,632.00 | 6.44% |
| Total Income | 405,713.66 | 6,201,632.00 | 6.54% |
| Gross Profit | 405,713.66 | 6,201,632.00 | 6.54% |
| Expense | | | |
| 501.100 · WAGES | | | |
| Total 501.100 · WAGES | 194,112.47 | 2,710,682.00 | 7.16% |
| 510.000 · BENEFITS | | | |
| Total 510.000 · BENEFITS | 106,923.66 | 1,262,000.00 | 8.47% |
| 520.000 · SERVICE/USER FEES | | | |
| 521.000 · Vehiclel Technical Services | 0.00 | 2,700.00 | 0.0% |
| 521.250 · Towing | 750.00 | 2,700.00 | 27.78% |
| 521.500 · Property Maintenance Services | 343.19 | 4,500.00 | 7.63% |
| 521.700 · Contract IT Services | 2,250.00 | 32,500.00 | 6.92% |
| 522.500 · Legal Counsel | 330.00 | 21,000.00 | 1.57% |
| 522.750 · Purch. Trans (Willits DAR) | 255.00 | 900.00 | 28.33% |
| 523.000 · Marketing | 2,153.28 | 32,000.00 | 6.73% |
| 523.250 · Advertising, Legal Notices | 1,824.73 | 35,000.00 | 5.21% |
| 524.000 · Software Maintenance Fees | 0.00 | 3,250.00 | 0.0% |
| 524.200 · Drug & Alcohol Services | 351.50 | 12,000.00 | 2.93% |
| 525.000 · Facility Security System | 0.00 | 7,200.00 | 0.0% |
| 525.500 · Accident / Incident Payables | 0.00 | 12,000.00 | 0.0% |
| 526.000 · Professional & Technical Svcs | 4,039.50 | 65,000.00 | 6.22% |
| Total 520.000 · SERVICE/USER FEES | 12,297.20 | 230,750.00 | 5.33% |
| 530.000 · MATERIALS & SUPPLIES | | | |
| 531.000 · Fuel | 50,886.95 | 450,000.00 | 11.31% |
| 531.500 · Tires | 4,655.66 | 30,000.00 | 15.52% |
| 532.000 · Lubrication | 30.68 | 11,000.00 | 0.28% |

# Mendocino Transit Authority
## Statement of Revenues, Expenses
### July 2019



| | Jul 19 | Budget | % of Budget |
|---|---|---|---|
| Ordinary Income/Expense | 8.33% of Year | 100% of Year | |
| 532.500 · Tools | 0.00 | 3,500.00 | 0.0% |
| 533.000 · Vehicle Maint & Repair Parts | 6,502.71 | 53,000.00 | 12.27% |
| 533.250 · Parts | 233.28 | 3,100.00 | 7.53% |
| 533.500 · Shop Supplies | 690.20 | 7,250.00 | 9.52% |
| 534.000 · Vehicle Accessories | 0.00 | 1,200.00 | 0.0% |
| 534.500 · Facilities,Maint & Repair Parts | 3,914.83 | 25,000.00 | 15.66% |
| 535.500 · Office Supplies | 4,631.14 | 21,000.00 | 22.05% |
| 536.500 · Printing (Schedules,brochures) | 3,662.53 | 17,500.00 | 20.93% |
| 536.700 · Computer Programs & Supplies | 0.00 | 12,000.00 | 0.0% |
| 537.000 · Safety & Emergency Supplies | 0.00 | 2,500.00 | 0.0% |
| 537.500 · Other Materials & Supplies | 75.00 | 8,500.00 | 0.88% |
| Total 530.000 · MATERIALS & SUPPLIES | 75,282.98 | 645,550.00 | 11.66% |
| 540.000 · UTILITIES. | | | |
| Total 540.000 · UTILITIES. | 13,846.80 | 76,000.00 | 18.22% |
| 560.000 · VEHICLE,CASUALTY & LIABILITY | | | |
| 561.000 · Premiums - Liab & Prop Dam Ins | 24,462.47 | 370,000.00 | 6.61% |
| Total 560.000 · VEHICLE,CASUALTY & LIABILITY | 24,462.47 | 370,000.00 | 6.61% |
| 570.000 · TAXES | | | |
| 571.000 · Taxes-State Bd of Equalization | 0.00 | 36,575.00 | 0.0% |
| 573.000 · Other Licensing & Fees | 0.00 | 5,225.00 | 0.0% |
| Total 570.000 · TAXES | 0.00 | 41,800.00 | 0.0% |
| 580.000 · MISCELLANEOUS | | | |
| 580.500 · Dues & Subscriptions | 1,250.95 | 7,300.00 | 17.14% |
| 582.000 · Travel | 2,886.49 | 7,500.00 | 38.49% |
| 582.250 · Board Expenses | 300.00 | 7,300.00 | 4.11% |
| 583.000 · Safety Program | 0.00 | 6,500.00 | 0.0% |
| 584.000 · Training | 10.00 | 5,250.00 | 0.19% |
| 584.500 · CDL & DOT Physical Expenses | 0.00 | 4,500.00 | 0.0% |
| 586.000 · Other Miscellaneous | 0.00 | 7,500.00 | 0.0% |
| Total 580.000 · MISCELLANEOUS | 4,447.44 | 45,850.00 | 9.7% |
| 590.000 · LEASES & RENTALS | | | |
| 591.000 · Leases & Rentals | 628.73 | 19,000.00 | 3.31% |
| Total 590.000 · LEASES & RENTALS | 628.73 | 19,000.00 | 3.31% |
| 592.000 · RESERVE ACCOUNTS | | | |
| 592.250 · Operating Reserve | 0.00 | 500,000.00 | 0.0% |
| 592.500 · CalPERS Liability Reserve | 0.00 | 300,000.00 | 0.0% |
| Total 592.000 · RESERVE ACCOUNTS | 0.00 | 800,000.00 | 0.0% |
| Total Expense | 432,001.75 | 6,201,632.00 | 6.97% |
| Net Ordinary Income | -26,288.09 | 0.00 | 100.0% |
| **Net Income Before Depreciation** | **-26,288.09** | **0.00** | **100.0%** |
| Depreciation Expense | **93,159.00** | | |
| Net Income After Depreciation | (119,447.09) | | |

# 2019-2020 UNMET NEEDS REQUESTS

| Date | City | Requestor | Service Requested |
|---|---|---|---|
| 7/31/2019 | Willits | Public Comment | Additional northbound stops in Willits |
| 8/2/2019 | Via: Telephone | Community Member | Brooktrails |
| 8/2/2019 | Via: Telephone | Community Member | Connection with Humboldt Transit |
| 8/2/2019 | Via: Telephone | Community Member | Add Service to Covelo, Leggett, Laytonville |
| 8/28/2019 | Via: Telephone | Community Member | Roundtrip to City of 10,000 Buddahs Temple |
| | | | |
| | | | |
| | | |

# 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<br>Albin-Smith | Meeting | Increased weekend roundtrips between Santa Rosa and Fort Bragg |
| 4/24/2019 | Fort Bragg<br>Albin-Smith | Meeting | Increased service along Hwy 1 to and from Fort Bragg |
| 4/24/2019 | Fort Bragg<br>Albin-Smith | Meeting | Increased service between Willits and Fort Bragg and Fort Bragg and Mendocino |
| 5/29/2019 | Marianne Brannan<br>Richard Hubacek | Meeting | Provide service to The Woods Retirement Community either fixed route or as needed |
| 5/29/2019 | Maureen Mulheren<br>Ukiah | Meeting | Provide summer service to Todd Grove Park |

**Meeting Date:** **September 25, 2019**

**Agenda Item:** **# 8**

# AGENDA SUMMARY REPORT

**SUBJECT:**

Amended Nepotism Policy – MTA Policy Section 3.7 – Second 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.

At the August 2019 Board meeting the Board directed staff to remove paragraph 8 for redundancy and the Board directed staff to add wording to the policy which would include a Personnel Review Committee to ensure the policy is followed if there is a candidate that could be considered 'high risk' in accordance with the Nepotism Policy. Chair Rodriguez confirmed the goal is to have a review of any employee hired if there is the possibility or appearance of nepotism. She also requested the creation of a Personnel Committee when the Nepotism Policy is approved. It was also requested that staff contact legal counsel for incorporation of Board direction.

Sloan, Sakai, Yeung & Wong, MTA's legal team advised that appointment of a standing Personnel Committee is subject to Brown Act. This would require a 72-hour posting of an agenda. As part of the Brown Act, any discussion involving personnel is a closed session discussion. This would significantly delay hiring process and could become problematic regarding a public meeting when only a closed session is agenized. They recommend either the approval be done by the Chair only or legal counsel. Legal Counsel also advised to retain paragraph 8.

**STAFF RECOMMENDATION:**

Utilize legal counsel as an objective review of potential nepotism candidates for hire.

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 October.

***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) Members of an employee's immediate family will be considered for employment by the MTA, provided the applicant possesses all the qualifications for employment in the same manner as other, non-family member applicants. An immediate family member will not be hired into a position if such employment would:***

***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 Assignment 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.***

***(4) Supervisory Procedures***

***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.***

***(9) In all cases of potential nepotism, MTA staff will complete the check sheet and send to legal counsel for review and recommendation of candidate hire.***

Draft

# 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:**

**Meeting Date:** **September 25, 2019**

**Agenda Item:** **# 9**

# AGENDA SUMMARY REPORT

**SUBJECT:**

Review and Possible Approval of MTA Customer Complaint Policy – First Draft

**SUMMARY:**

The purpose of the MTA Complaint Policy is to protect the customer's rights, including the right to comment and complain; provide an efficient and fair process for resolving customer complaints; and to monitor complaints in an effort to improve the quality of operations and services the MTA provides.

This policy will provide MTA an opportunity to provide service to dissatisfied customers; ensure a consistent method of management; monitoring and reporting of complaints; and identify areas that need improvement.

**STAFF RECOMMENDATION:**

Approve Mendocino Transit Authority Customer Complaint Policy

**ATTACHMENTS:**

Customer Complaint Policy – First Draft

# CUSTOMER COMPLAINT POLICY

Mendocino Transit Authority (MTA) receives complaints from customers and/or their representatives regarding employee behavior, equipment issues, customer service, Title VI and Americans with Disabilities Act (ADA) compliance.

A complaint is a record of dissatisfaction about any aspect of the service and may be submitted by anyone. Customers who file a complaint will be protected from retaliation and, when appropriate or necessary, will be guaranteed confidentiality.

The following policy outlines MTA's process for recording, investigating, responding to, and maintaining complaints.

## *A. OBJECTIVES*

1. Provide an opportunity for MTA customers to report any policies, procedures, or actions by MTA they believe violate any regulations.

2. Document and investigate the allegations in a timely and thorough manner.

3. Respond to complaints in a timely manner and provide the outcome of any investigation.

## *B. SUBMISSION OF COMPLAINTS*

A customer or their representative can submit a complaint via telephone 707-234-6456, USPS (address shown below), email at gm@mendocinotransit.org, on the MTA website at https://www.mendocinotransit.org, on MTA social media (Facebook & Twitter) or in person at:

Mendocino Transit Authority
241 Plant Road
Ukiah, CA 95482

## *C. COMPLAINT INTAKE PROCESS*

1. MTA drivers are prohibited from accepting complaints from customers and instructed to inform customers of MTA's complaint policy.

2. Complaints are taken up to one hundred eighty (180) days past the date of the incident. Beyond that time period, complaints will be classified as comments.

3. The complaint is entered into MTA's Customer Service Database by MTA's Administrative Office Representative upon receipt and forwarded to the appropriate department head or the General Manager if it is deemed "high-priority" and/or related to ADA and Title VI compliance.

4. Any complaint that alleges discrimination based on Title VI or ADA compliance should be labeled "Title VI or ADA Complaint" and sent to:

General Manager
241 Plant Road
Ukiah, CA 95482
gm@mendocinotransit.org

DRAFT

## *D. CUSTOMER COMPLAINT INVESTIGATION AND CUSTOMER FOLLOW-UP*

1. MTA maintains a separation of authority for the complaint investigation and resolution process.

2. For a complaint to be fully investigated, the customer or their representative must provide an address, telephone number, or email address. Complaints without contact information will be classified as comments.

3. The appropriate department head or General Manager will review the complaint for completeness and accuracy and contact the customer and/or their representative if additional details are needed for the investigation.

4. For all general complaints, remedial action (if any) is made within 10 (ten) business days. For all ADA and Title VI complaints, remedial action (if any) is made no later than 1 (one) business day from receipt of the complaint.

5. The customer and/or their representative will receive a response or determination related to their complaint in the mode they selected (phone, email, written letter) within 20 (twenty) days of the date of the complaint. If a customer chooses not to be contacted this is noted in the Customer Service Database.

6. If a customer disagrees with the determination made by MTA, the customer can appeal the decision in writing within thirty (30) days from the date of the determination notification. The appeal letter should state the reason(s) the customer believes the decision was in error. The appeal letter should be sent to:

General Manager
241 Plant Road
Ukiah, CA 95482
gm@mendocinotransit.org

## *E. COMPLAINT TRACKING AND RECORD RETENTION*

MTA Administrative Office will maintain a summary log of all customer complaints. In addition, all complaint documents and materials gathered during the investigation will be maintained for no less than five (5) years.

DRAFT

**Meeting Date:** **September 25, 2019**

**Agenda Item:** **# 10**

# AGENDA SUMMARY REPORT

**SUBJECT:**

MTA Travel Policy – First Draft

**SUMMARY:**

MTA allows travel for business and training purposes that benefit the employees of MTA.

A comprehensive travel policy is a useful tool to ensure that expenses incurred while on MTA business are reasonable and a prudent use of public funds.

This policy provides the purpose, scope, authorization of travel, advances for travel expenses, eligible reimbursements and final review, approval and payment process.

The MTA Travel Policy has been reviewed and approved by legal counsel.

**STAFF RECOMMENDATION:**

1. Approve Travel Policy as presented.
   or
2. Approve Travel Policy with modifications.
   or
3. Provide direction to staff and request final Travel Policy be presented to the Board in October.

MENDOCINO TRANSIT AUTHORITY

# TRAVEL AND BUSINESS EXPENSE POLICY

***As approved by the Board of Directors:***

DRAFT

Purpose

To establish a uniform policy for MTA Board Members and employees for travel and business expenses. Expenses incurred in connection with the following type of activities generally constitute authorized expenses as long as the other requirements of this policy are met:

1. Communicating with representatives of regional, state, and national government on MTA-adopted policy and/or program positions.
2. Attending educational seminars designed to improve employees' skill and knowledge related to their position within MTA.
3. Participating in local, regional, state, and national organizations whose activities affect the MTA's interest.
4. Attending MTA-sponsored events.
5. Implementing an MTA-approved strategy for attracting or retaining businesses to the MTA.
6. Other meetings as required to further the MTA's interest.

General Provisions

It is the policy of the Mendocino Transit Authority that all travel expenses and business expenses incurred meet the following criteria:

1. The expense incurred is of direct benefit to MTA.
2. The amount of the expense is reasonable in terms of the event or activity involved.
3. The expenses incurred are within the department's budget and are approved by General Manager. The General Manager or designee will approve travel and business expenses incurred by employees for all out of state and international travel only regardless of the funding source or reimbursement from an outside agency.

Responsibilities

Every employee who travels on official business on behalf of the MTA is responsible for knowing and complying with the Travel and Business Expense Policy. The General Manager or his or her designee, is responsible for reviewing and approving or denying all travel requests for compliance with this Policy.

General Business Travel Guidelines

When an employee is traveling for training, meetings, workshops, or conferences, the MTA's Training, Education or Conference Approval form shall be used and approved prior to traveling or incurring any associated expenses. Event brochures/agendas are required documentation to accompany the form. The form shall include the following advisory:

> All expenses reported on this form must comply with the MTA's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the MTA's policies may include, but are not limited to, the loss of reimbursement privileges, restitution, civil and criminal penalties, additional tax liability and employment disciplinary action (if applicable), up to and including termination of employment.

DRAFT

After travel is completed, employees must fill out the General Business Travel Expense form for all training/travel expenses incurred. In addition, the MTA's Training, Education or Conference Approval form must be updated to reflect actual costs. These two forms shall be included with every request for payment and separate forms must be used for individual employees. Detailed, itemized receipts for expenses shall be attached to the General Business Travel Expense form for reimbursement purposes (note: receipts that are not itemized are not acceptable). Receipts are not required for per diem meal and incidental expenses. The General Business Travel Expense form shall reflect all travel-related costs. If reimbursement is necessary, the form must be signed by the employee, their direct supervisor and the General Manager.

Meals

1. During travel, meal and incidental expenses are paid on a per diem basis. The MTA's per diem rate for Meals and Incidental Expenses (M&IE) shall be equal to the U.S. General Services Administration's (GSA) M&IE rates (https://www.gsa.gov/). For international travel, M&IE rates are set by the U.S. Department of State https://aoprals.state.gov/content.asp?content_id=184&menu_id=78.

2. For the first and last day of travel, an employee is limited to 75% of the applicable per diem rate for M&IE. If the employee leaves prior to 9:00 am or the employee returns after 6:00 pm on the first and last day, the employee is eligible for 100% of the per diem for those days.

3. When meals are included as part of the event (included in the registration fee), employees will not be provided per diem for these meals. When the employee can justify a legitimate business or personal, or medical reason and there are no accommodations available to not participate in the provided meal, the employee must submit written justification to receive per diem for that meal.

4. Employees will not be reimbursed for any purchase of alcoholic beverages.

Lodging

1. It is the MTA's policy to provide adequate lodging for its employees while they are out of town on MTA business. Out of town is defined as a location greater than one and one half (1.5) hours' drive of normal commute time from MTA. Lodging is an allowable expense for the evening preceding a training, meeting, or conference only when the employee would have to leave his/her residence before 7:00 a.m. on the day of the event to arrive at his/her destination at the designated time. Lodging is an allowable expense for the evening subsequent to an event when travel would result in the employee arriving at his/her residence after 9:00 p.m. Employees must submit an itemized hotel check-out receipts to obtain reimbursement. Booking receipts are not acceptable forms of documentation.

2. Lodging charges are based on single occupancy rates. The MTA will not reimburse employees for lodging expenses incurred by family members when an employee's family accompanies him/her, or for any charges above the single occupancy rate if the hotel charges more for additional guests in the same room.

DRAFT

3. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, or the rate for government employees on official business, if such rates are available at the time of booking. If the group or government rate is not available, lodging at accommodations at comparable rates to the group rate, which do not substantially increase transportation costs or interfere with an employee's duties, are presumed to be reasonable and reimbursable.

4. If an employee chooses to extend his or her stay for personal business, the employee is responsible for all associated costs.

Reimbursable Travel Expenses

1. Rail, bus, taxi, ridesharing or airfare expenses will be reimbursed at actual cost. Only economy or coach airfare will be authorized. When possible, travel arrangements should be made in advance by MTA. If there is not a pre-paid arrangement for travel, receipts are required for reimbursement.

2. Rental vehicles are only allowed for business reasons in the situation when the hotel location is not within walking distance of the event location and a shuttle service or other means of ground transportation is not available, impractical or too costly. Rental vehicles are only allowed as a business necessity, not for personal convenience. All rental car requests must have prior approval from General Manager. Rental car expenses without prior approval from the General Manager will not be reimbursed. Rental vehicle agreements should be limited to no more than a full-size model. If a portion of the trip includes personal business (i.e., staying over a weekend), then the employee shall pay the pro-rata cost of the rental car during the personal business time. Vans and other large vehicles may be rented if there is a group of employees and/or officials traveling together.

3. Garage, toll, taxis, rideshares, shuttles and hired vehicle fares, and parking expenses will be reimbursed at actual cost. It is recommended that employees obtain receipts for expenses and attach receipts to the General Business Travel Expense form. Reimbursement for airport parking will be at the long-term airport parking rate for travel exceeding 24 hours, with employee paying the difference, if any.

   Mileage expenses will be reimbursed at the actual miles traveled times the Federal mileage rate. Travel by private vehicle is authorized when additional time away from the job is previously approved in lieu of flying when it does not necessitate more time away from the job. The total travel cost shall be computed on direct route distances, but in no case shall exceed the round trip by air. Employees who receive a monthly auto allowance, or use an MTA vehicle are not eligible for mileage reimbursement.

4. Baggage charges, tips and gratuities are eligible for reimbursement as long as charges are reasonable. Airline early check-in fees are not eligible for reimbursement.

5. Telecommunication expenses related to MTA business are reimbursable (i.e., cell phone calls on personal cell phones or internet costs at a hotel). Personal phone calls are not eligible for reimbursement.

6. Personal expenses including entertainment expenses are not eligible for

DRAFT

reimbursement. Moving violations, parking tickets or other fines are not reimbursable.

7. Detailed receipts are required if any MTA issued charge, debit or gasoline card is used for business travel.

8. If an employee changes a fight after it is booked and incurs a cost, the additional cost shall be borne by the employee, unless the change was required by business of the MTA.

9. For airfare expenses, if an employee chooses to extend his or her stay for personal purposes, any additional costs resulting from this extension is the responsibility of the employee and documentation (flight print-outs at time of booking) must be submitted to ensure compliance with this policy.

Approval of Business Travel Expenses

General Business Travel Expense forms without authorized signatures will not be accepted for processing payments.

The Finance Department will retain completed reports, documentation, and records pertaining to travel and business expenses.

Conferences, Meetings, and Training Expenses

The MTA encourages employee's participation in special training and educational activities that are directly job related. Reimbursement for tuition and cost of materials is available from the MTA of approved training courses. Receipts are required for registration fees, books, and supplies related to approved conferences, meetings and/or trainings.

All training and educational activities require prior approval of the General Manager or designee.

The guidelines for general business travel apply to the lodging, meals, and transportation costs associated with training, conferences, workshops, and meetings. Employees seeking to attend a meeting, training or conference for professional development, or to make a presentation, or to accept an award, and who have not been assigned to attend under the preceding paragraph, may, at the discretion of the General Manager, attend such meeting or conference on MTA time up to three calendar days, and be reimbursed for part or all of any registration costs, if it deemed that the resulting education or information derived will be of benefit to the MTA, but such employee will be required to pay for all other out-of-pocket costs such as food, transportation, and lodging.

Cash Advances

Generally, the MTA will pay in advance for registration, hotels, and airfares. All other expenses will be reimbursed after the MTA's General Business Travel Expense form is submitted to reflect actual costs incurred. Detailed, itemized receipts for expenses must be attached to the General Business Travel Expense form for reimbursement purposes.

Out of State Travel

The General Manager or designee must approve, in advance, all out of state and international

DRAFT

travel requests. The General Manager's travel out of state and international travel requests must be approved by the Board of Directors.

Employees may travel out of state if assigned by their department head with prior General Manager or designee approval to: (a) attend training on systems, equipment or procedures used by the MTA, where such training is either not offered in California, or is offered at lesser cost than comparable training in California; or (b) conduct interviews or gather information related to a law enforcement, economic development or other MTA operation or project, where such access to individuals or information is not available in California. An exception is made and no General Manager or designee approval is required for travel associated with ongoing criminal investigations.

DRAFT

# TRAINING, EDUCATION OR CONFERENCE REQUEST

**TO BE COMPLETED BY THE EMPLOYEE** Date_____

Employee Name_____ Supervisor_____

Name of Program _____

Program Date(s) / Time(s)_____

Location _____

Describe how this is directly related to your job (justification): _____

If it is necessary to take time off from scheduled work, please list the time and dates _____

Employee Signature_____ Date_____

(Attach a copy of brochure/program announcement, if applicable or available.)

**TO BE COMPLETED BY SUPERVISOR AND/OR MANAGER**

Employee eligible: Yes No (If no, see justification below.)

Approximate cost:

$_____ Transportation

$_____ Lodging

$_____ Meals

$_____ Related Expenses

$_____ TOTAL

Supervisor and Manager Signature_____ Date

**TO BE COMPLETED BY DIRECTOR AND/OR DESIGNEE**

Approved _____ Disapproved _____

Justification for denial: _____

Director's Signature_____ Date_____

**Note:** If an overnight stay and/or commercial transportation is required, a Travel Authorization form must be completed prior to the trip. If not, appropriate expenses can be reimbursed on a Petty Cash Voucher (under $100) or Department Purchase Order (over $100). See department accountant.

# Mendocino Transit Advance Travel Request Form

**NAME:** _____ **EE NUMBER:** _____ **COUNTY:** _____

**PURPOSE:** _____ **DATE SUBMITTED:** _____

| Date | Description | Miles | Mileage Rate .55 | Lodging | Travel (Airfare/Rental Car) | Meals (B,L,D, IE) | *Misc. (Explain in Notes) | Total |
|---|---|---|---|---|---|---|---|---|
| | | | $ - | | | | | |
| | | | $ - | | | | | |
| | | | $ - | | | | | |
| | | | $ - | | | | | |
| | | | $ - | | | | | |
| | | | $ - | | | | | |
| | | | | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | | $ - | | | | | $ - |
| | | 0 | $ - | $ - | $ - | $ - | $ - | |
| | | | | | | | **Total** | $ - |

**APPROVED BY:** _____

***NOTES:** _____

I hereby certify under penalty of perjury, that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account. All receipts and other pertinent information are attached as needed.

**SIGNATURE:**

# MTA BUSINESS TRAVEL EXPENSE FORM

| Pay Period | |
|---|---|
| From: | |
| To: | |

Purpose: _____
Statement #: _____

Name: _____ Department: _____
Employee ID: _____ Manager: _____

| Date | Description | Air & Trans. | Lodging | Fuel / Mileage | Phone | Meals & Tips | Other | Total |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| | | |
|---|---|---|
| Subtotal | $ | - |
| Advances | | |
| otal Reimbursement | **$** | **-** |

*** Don't forget to attach receipts ***

*Itemized Expenses or Description for "Other"*

| Date | Description | Amount |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Authorized By** Date

*For Office Use Only*

**Meeting Date:** **September 25, 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
Resolution No. 2019-15

**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

# COLLECTIVE BARGAINING AGREEMENT

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

# Contents

PREAMBLE ..... 8
PURPOSE ..... 8
ARTICLE 1 - SCOPE OF AGREEMENT ..... 8
ARTICLE 2 - NON-DISCRIMINATION ..... 8
ARTICLE 3 - RECOGNITION ..... 9
ARTICLE 4 - SAFETY ..... 9
Section A - General ..... 9
Section B - Safety Meetings ..... 9
Section C - Safety Committee ..... 9
Section D - Defects ..... 10
Section E - Safety Savings Plan ..... 10
ARTICLE 5 - EMPLOYEE DEFINITIONS ..... 10
Section A - Positions ..... 10
1. Probationary ..... 11
2. Regular ..... 11
3. Casual ..... 11
4. Temporary ..... 11
Section B - Change in Position ..... 11
ARTICLE 6 - PERSONNEL FILES ..... 12
Section A - Confidentiality ..... 12
Section B - Employee Access ..... 12
Section C - Right to Review Comments ..... 12
ARTICLE 7 - MANAGEMENTS RIGHTS ..... 13
ARTICLE 8 - UNION RIGHTS ..... 13
Section A - Business Agents ..... 13
Section B - Stewards ..... 14
Section C - Communications ..... 14
Section D - Picket Lines ..... 15

ARTICLE 9 - UNION SECURITY ..... 15
Section A - Membership ..... 15
Section B - Orientation Process ..... 16
Section C - Failure to make Payments ..... 18
Section D - Records ..... 18
Section E - Notifications ..... 18
Section F - Indemnification ..... 19
ARTICLE 10 - FULL PERFORMANCE ..... 19
ARTICLE 11 - CLASSIFICATIONS AND WORK ASSIGNMENTS ..... 19
Section A - TRANSIT OPERATORS ..... 19
Section 1 - Definition ..... 19
Section 2 - Labor/Management Shift Bid Committee ..... 19
Section 3 - Sign-Ups ..... 20
Section 4 - Shifts and Change in Schedule ..... 20
Section 5 - Extraboard Operators ..... 20
Section 6 - Changes in Schedules ..... 21
Section 7 - Move Up ..... 21
Section 8 - Charters and Special Services ..... 21
Section B - DISPATCHERS ..... 21
Section 1 - Definition ..... 21
Section 2 - Work Assignments ..... 22
Section C - RELIEF DISPATCHERS ..... 22
Section 1 - Definition ..... 22
Section 2 - Determination of Pay Rate ..... 23
Section 3 - Work Assignments ..... 23
Section 4 - Duties ..... 23
ARTICLE 12 - WORKWEEK & OVERTIME ..... 23
Section A- Application ..... 23
Section B - Call-In Pay ..... 23
Section C - Overtime ..... 23
Section D - Split Shift Assignment ..... 24

ARTICLE 13 - WAGE RATES ..... 24
Section A - Wages ..... 24
Section B – Longevity Pay ..... 24
ARTICLE 14 - HEALTH AND WELFARE ..... 25
Section A - Health Insurance, Premiums and Payment ..... 25
Section B - Other Health Insurance Benefits ..... 26
ARTICLE 15 - RETIREMENT ..... 26
ARTICLE 16 - VACATION ..... 26
ARTICLE 17 - HOLIDAYS ..... 27
ARTICLE 19 - LEAVE OF ABSENCE ..... 30
Section A - Bereavement Leave ..... 30
Section B - Jury Duty ..... 30
Section C - Leaves of Absence – Unpaid- General Rules ..... 30
Section D - Pregnancy and Childbirth Leave of Absence ..... 32
Section E - Military Leave of Absence ..... 32
Section F - Personal Leave of Absence ..... 32
Section G - Medical Leave of Absence ..... 33
Section H - Family Care Leave of Absence ..... 34
Section I - Parental Leave of Absence ..... 34
Section J - Rehabilitation Leave ..... 35
Section K - Catastrophic Leave ..... 35
Section 1 - Donation of Hours ..... 35
Section 2 - Eligibility ..... 35
Section 3 - Approval of Catastrophic Leave ..... 36
Section 4 - Usage of Donated Hours ..... 36
ARTICLE 20 - SENIORITY ..... 36
Section A - Determination ..... 36
Section B - Posting of Revision ..... 37
Section C - Assignment Selection ..... 37
Section D - Seniority within a Classification ..... 37
Section E - Termination of Seniority ..... 37

Section F – Seniority Accrual ..... 38
Section G – Location ..... 38
Section H - Transferability ..... 38
ARTICLE 21 - LAYOFF AND RECALL ..... 38
Section A - Layoffs ..... 38
Section B - Recall ..... 38
ARTICLE 22 - DISCIPLINE & DISCHARGE ..... 39
Section A - General ..... 39
Section B - Forms of Discipline ..... 39
Section C - Appeal ..... 40
ARTICLE 23 - TERMINATION ..... 41
ARTICLE 24 - GRIEVANCE AND ARBITRATION ..... 41
Section A - Grievance Policy ..... 41
Section B - Definition ..... 42
Section C - Procedure ..... 42
Section D - General Terms ..... 43
ARTICLE 25 - MISCELLANEOUS ..... 44
Section A - Performance Review ..... 44
Section B - Uniforms – Transit Vehicle Operators ..... 44
Section C - Uniforms – Maintenance ..... 45
Section D - Tool Insurance / Boot and Tool Allowance ..... 46
ARTICLE 26 - PHYSICAL EXAMINATIONS ..... 46
Section A - General ..... 46
Section B - Appeal ..... 46
Section C - Worker's Compensation ..... 46
ARTICLE 27 - FULL UNDERSTANDING, MODIFICATIONS & WAIVER ..... 47
ARTICLE 28 - SEPARABILITY ..... 47
ARTICLE 29 - CONTRACTING OUT ..... 47
Section A - Maintenance ..... 48
Section B - Existing Senior Center Contracts ..... 48
Section C - New or Expanded Services ..... 48

ARTICLE 30 - SUCCESSOR ..... 48
ARTICLE 31 - TERM OF AGREEMENT ..... 49

# 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.

# 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

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

### 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:

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

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

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.

## 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

appropriate level of deductions, i8ncuding 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.

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~~

~~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.~~

## 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.

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.

(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.

### 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

"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.

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~~ 2019 | July 1, ~~2017~~2020 | July 1, ~~2018~~2021 |
|---|---|---|---|
| Percentage increase | ~~5~~3.5% | ~~6~~3.0% | ~~7~~3.0% |

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:

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

(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.

## 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).

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

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 |
|---|---|---|---|
| | Sunday | Monday | Pay |
| a) | 8 | 0 | 8 |
| b) | 0 | 8 | 8 |
| c) | 8 | 8 | 8 (Sunday) |
| d) | 3 | 8 | 3 (Sunday) |

(~~4~~5) 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.

(~~6~~7) 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 (¼) 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 (¼) 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.

(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

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.

## 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

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**.**

(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.

## 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

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

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.

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

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:

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

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.

## 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 maybe 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 to 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.

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

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)

- 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 ¾ 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.

## 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

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

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

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** | | **FOR THE UNION** | |
|---|---|---|---|
| General Manager | Date | North Bay Director | Date |
| Chair, Board of Directors | Date | Business Agent | Date |

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 | | | | | |