



## RTA BOARD AGENDA

**Wednesday, May 3, 2023 at 9:00 AM  
BOARD OF SUPERVISORS' CHAMBERS  
COUNTY GOVERNMENT CENTER  
1055 Monterey Street, San Luis Obispo, California 93401**

The AGENDA is available/posted at: <http://www.slorta.org>

**President: Debbie Arnold**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Dawn Ortiz-Legg (Third District – SLO County)  
Jimmy Paulding (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Jim Guthrie (Arroyo Grande)

**Vice President: Andy Pease**

Heather Moreno (Atascadero)  
Daniel Rushing (Grover Beach)  
Carla Wixom (Morro Bay)  
Fred Strong (Paso Robles)  
Ed Waage (Pismo Beach)  
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency) by contacting the RTA offices at (805)541-2228 x4833. Please note that 48 hours advance notice will be necessary to honor a request.

RTA, de acuerdo con la Ley de Estadounidenses con Discapacidades (ADA), acomodará a las personas que requieran una modificación de la adaptación para participar en esta reunión. RTA también se compromete a ayudar a las personas con dominio limitado del inglés a acceder a los servicios públicos esenciales de la agencia y a la información pública en español. Para solicitar una adaptación, por favor llame al (805)541-2228 x4833. Requerimos al menos 48 horas de anticipación para proporcionar adaptaciones razonables.

### **CALL MEETING TO ORDER, ROLL CALL**

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

### **CLOSED SESSION ITEMS:**

Conference with Labor Negotiators (Gov. Code § 54957.6)  
Agency designated representatives: Geoff Straw, Executive Director  
Employee organization: Teamsters Local 986

**A. CONSENT AGENDA:**

- A-1 Executive Committee Meeting Minutes of February 8, 2023 (Information)
- A-2 RTA Board Meeting Minutes of March 1, 2023 (Approve)
- A-3 Declare Vehicles Surplus (Approve)
- A-4 Strategic Business Plan Results (Receive)
- A-5 Procurement of Third-Party Services for RTA Facilities, Vehicle Fueling and Engine Replacements (Approve)
- A-6 Award Purchase Order to Gillig for one Heavy-Duty Diesel-Powered Bus (Approve)
- A-7 Contract Renewal - AGP Video Production of Board Meetings (Approve)
- A-8 Revision to Job Descriptions & Minor Reorganization (Approve)
- A-9 Agreement for County Auditor/Controller Services (Approve)
- A-10 Procurement of Joint SRTP Professional Services (Approve)
- A-11 Cal-OES Designation of Applicant's Authorized Agents Resolution (Approve)

**B. INFORMATION AGENDA:**

- B-1 Executive Director's Report (Receive)

**C. ACTION AGENDA:**

- C-1 Agreement between the RTA and Teamsters Local 986 (Approve)
- C-2 Fiscal Year 2023-24 Operating and Capital Budget (Approve)

**D. BOARD MEMBER COMMENTS**

The next regularly-scheduled RTA Board meeting is scheduled for July 12, 2023. *This meeting may be cancelled, in which case the next RTA Board meeting will take place on September 6, 2023.*



## San Luis Obispo Regional Transit Authority

### Executive Committee Meeting

Minutes 02/08/2023

A-1

Members Present: Debbie Arnold, District 5 Supervisor, **President**  
Andy Pease, City of San Luis Obispo, **Vice President**  
Ed Waage, City of Pismo Beach, **Past President**

Members Absent: None

Staff Present: Geoff Straw, Executive Director  
Tania Arnold, Deputy Director/CFO  
Luzion Campitelli, Administrative Assistant  
Jon Ansolabehere, RTA Counsel  
Pete Rodgers, SLOCOG Executive Director

1. **Call to Order and Roll Call:** **President Debbie Arnold** called the meeting to order at 11:49 a.m. and roll call was taken. A quorum was present.
2. **Public Comment:**  
**Eric Greening** mentioned the Short-Range Transit Plan and asked when the next meeting will be to start the process.  
**Louise Justice** introduced herself and mentioned she was a member of the Commission on Aging.
3. **Closed Session:** Moved to the end of the meeting.
4. **Consent Items**  
A-1 Executive Committee Meeting Minutes of October 19 13, 2022 (Approve)  
**President Debbie Arnold** made a motion to approve consent agenda item A-1 and **Past President Waage** seconded the motion. The motion passed unanimously via voice vote.

<b><u>BOARD MEMBER</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>ABSENT</u></b>
DEBBIE ARNOLD	X		
ANDY PEASE	X		
ED WAAGE	X		

5. **Information Items:**

B-1 Executive Director's Report (Verbal, Receive)

**Mr. Geoff Straw** noted every three years we are required to complete a TDA triennial performance audit, and will have the auditors on-site review tomorrow. The draft update is intended to be presented at the SLOCOG Board Meeting in April. He noted it is the first time we are doing it with South County Transit combined into the RTA.

**Mr. Straw** noted that the incentive plan for the weekend is anticipated to end at the end of February. We currently have two Bus Operators going through the background process and one going through training with the incentives applied. A long time Operations Supervisor, Darla Nassif, has recently retired. A current Bus Operator will most likely be promoted to fill her vacancy. B

**Mr. Straw** discussed the new fast-charge equipment for the buses has been delivered and is installed beneath the canopies. They are scheduled to be commissioned on February 27<sup>th</sup>. We test the system using vehicles from SLO Transit and Santa Maria Transit. We will provide an update at the March Board meeting.

**Mr. Straw** noted that there has been a delay in beginning the SRTP until the City of SLO's Transit Innovation Study is completed. Hoping for the draft scope to be finished and presented in the May Board meeting. This is a joint project with SLO Transit and RTA.

**Ms. Andy Pease** asked if RTA has been involved with the Transit Innovation Study and **Mr. Straw** replied that he provided comments on the scope of work and looks forward to providing comments on the interim documents.

Public Comment: None

Item was received and filed by the Committee.

6. **Action Items:**

C-1 Fiscal Year 2023-24 Budget Assumptions (Approve)

**Ms. Tania Arnold** discussed the budget planning process. We are moving forward with the original budget plan of a 2-year operating budget and a 5-year capital budget. The first year will be fiscally constrained and the following years being advisory only.

Key items that will be addressed are:

1. Uncertainties with liability costs, Runabout costs and staffing retention. Keeping an eye on demand as we emerge from the COVID-19 pandemic.
2. Implementing zero emission vehicles, with our first two arriving by the end of the summer and our infrastructure being installed and ready to go upon their arrival.
3. State Transit Assistance (STA) funds to remain conservative.
4. Local Transportation Funds (LTF) is still an unknown but we will continue to maximize all funding sources before we apply LTF to our budget.
5. Federal funding apportionments are higher than what we had planned, which is a huge win and good news that we will now be able to adjust earlier projections upward.

6. Fuel prices remain volatile. Projection as of now is \$5.10/gallon for diesel. We will continue to monitor.
7. Delay in the SRTP, but it remains on the priority list and once we discuss with SLO Transit, the procurement process will begin.

**Ms. Tania Arnold** stated the goal is maintaining and eventually resorting service levels. Cal-ITP Program to be pursued to make for easier transactions and provide benefits. **Mr. Straw** added in that this is a cashless program and helps a lot of folks who may not be able to afford the full cost of a discounted multi-ride pass upfront but will still get the opportunity to ride the bus and incrementally pay toward a discounted 31-Day pass.

**Ms. Tania Arnold** continued to add that this program will really create a lot of value for the riders. We will continue to look for regionwide efficiencies. There is concern that the farebox ratio requirement moratorium goes through the end of this current fiscal year. The penalty could kick in at the beginning of FY23-24, and we are not currently meeting that requirement. This is part of the legislative platform that SLOCOG and other planning agencies are working to address.

**Ms. Tania Arnold** noted that we are continuing to work on the 5-year capital improvement program. We are taking a hard look as we move toward using electric buses, which do cost more and although we have been successful with grants, it is still a tricky process. Runabout demand is going up but it hasn't gone up to pre-COVID levels so we will continue to keep the Board apprised. We have concerns that the higher the cost of buses, the more the property damage coverage costs will go up. Worker Compensation costs have increased but that is mainly due to rising wage levels. Fortunately, we have been very successful with reducing our Work Comp claims. Property insurance has gone up and we will have to get flood insurance for that property since it is federally funded. Inflation came in at an increase of 4.9%, which will impact those employees' wages that are not covered by the CBA. The budget will also assume an increase for the SLO County Pension Trust which was adopted by the Board, July 2023 totaling 2.38%. The Budget Calendar will be presented for Board for approval in April and presented at the May Board meeting. **Ms. Tania Arnold** concluded her report.

Public Comment:

**Mr. Greening** mentioned the flammability of the electric vehicles and the precautions for that. **Mr. Straw** assured that staff is watching it very closely and discussed all of the monitoring systems that are on the buses themselves.

**Past President Waage** made a motion to approve action item C-1 and **Vice President Pease** seconded the motion. The motion passed unanimously via voice vote.

7. **Mr. Straw** discussed the agenda for the March 1<sup>st</sup> Board meeting, informing that item D-2 will be removed since it is no longer needed.

Public Comment: None

8. **Closed session**

9. **Adjournment**

The meeting was adjourned at 2:09 p.m.

Next RTA Executive Committee Meeting:

**April 12, 2023**

Respectfully Submitted,

Acknowledged by,

---

Tania Arnold  
Deputy Director/CFO

---

Debbie Arnold  
RTA Board President 2023

**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**BOARD MEETING MINUTES OF MARCH 1, 2023**  
**A-2**

**BOARD MEMBERS PRESENT:**

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO (President)  
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO  
JIM GUTHRIE, CITY OF ARROYO GRANDE  
HEATHER MORENO, CITY OF ATASCADERO  
JIMMY PAULDING, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
ANDY PEASE, CITY OF SAN LUIS OBISPO (Vice President)  
DANIEL RUSHING, CITY OF GROVER BEACH  
FRED STRONG, CITY OF PASO ROBLES  
ED WAAGE, CITY OF PISMO BEACH  
ZARA LANDRUM, CITY OF MORRO BAY (Alternate)

**BOARD MEMBERS ABSENT:**

JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)  
DAWN ORTIZ-LEGG, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO

**STAFF PRESENT:**

GEOFF STRAW, EXECUTIVE DIRECTOR  
TANIA ARNOLD, DEPUTY DIRECTOR  
OMAR MCPHERSON, OPERATIONS MANAGER  
LUZION CAMPITELLI, ADMINISTRATIVE ASSISTANT  
GISELA BARRY, BUS OPERATOR  
JON ANSOLABEHERE, SAN LUIS OBISPO COUNTY COUNSEL

**CALL MEETING TO ORDER, ROLL CALL:** President Debbie Arnold called the meeting to order at 9:00 AM and roll call was taken. A quorum was present.

**PUBLIC COMMENT:**

**Mr. Eric Greening** expressed how grateful he is for the service provided and thankful that he did not have to travel during the weather. Moving on to the Executive Directors Report, Mr. Greening asked how the RTA communicates with passengers when buses are delayed, for example when the Route 9, on the grade, is not permanently closed but essentially gridlocked.

**A. CONSENT AGENDA:**

- A-1 Executive Committee Meeting Minutes of December 16, 2022 (Information)
- A-2 Joint SLOCOG and RTA Board Meeting Minutes of January 11, 2023 (Approve)
- A-3 RTA Board Meeting Minutes of January 11, 2023 (Approve)
- A-4 2023 Summer Youth Ride Free Program (Approve)
- A-5 Procure Heavy Duty Diesel-Powered Bus & Vehicle Surplus/Disposal (Approve)
- A-6 Caltrans DRMT Section 5311 ARPA Funds (Approve)
- A-7 Updates to the Public Transportation Agency Safety Plan (Approve)
- A-8 Procure Support Vehicle and Vehicle Surplus/Disposal (Approve)
- A-9 Employment Agreement with Executive Director (Approve)

Public Comment:

**Mr. Greening** complimented the minutes and how thorough everything was, including the safety plan. Referenced the safety plan not covering hazardous weather or evacuations. Asked what kind of training is provided to the drivers when it comes to knowing the safety of the weather and conditions. Pointed out that Diablo Canyon mobilizes a safety plan for evacuation, and that it should also be provided in our safety plan.

**Vice President Andy Pease** followed up with Mr. Greening's statements and questions and asked if there is a set safety plan or type of coverage that is implemented and gone over.

**Mr. Geoff Straw** confirmed that the RTA is part of the County's emergency operations training, and our Supervisors are invited to Diablo Canyon for on-site training. There is a protocol to follow, and our staff takes it very seriously. As far as weather and training during bad weather, Dispatchers are always on call and on top of any schedule or route changes. The phone number is posted at every bus stop and our website also provides any updates or changes.

**Vice President Pease** made a motion to approve the consent agenda, and **Board Member Ed Waage** seconded the motion. The motion passed unanimously via roll call vote as follows:

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
DEBBIE ARNOLD (President)	X		
BRUCE GIBSON	X		
JIM GUTHRIE	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING	X		
ANDY PEASE (Vice President)	X		
JOHN PESCHONG (Past President)			X
DANIEL RUSHING	X		
FRED STRONG	X		
ED WAAGE	X		
ZARA LANDRUM	X		

**B. INFORMATION AGENDA:**

B-1 Executive Director's Report (Receive)

**Mr. Straw** informed the Board that staff is commissioning the fast chargers today and working with our partners in Santa Maria to test the system using one of their electric buses. We want to test the handshake between the bus and the charger to see if it is working properly.

**Mr. Straw** introduced Greg Rowan, our previous Employee of the Quarter, who unfortunately could not be present. Gisela Barry was also introduced as the current Employee of the Quarter.

**Mr. Omar McPherson** noted his appreciation for the amazing work that the Bus Operators do. Greg Rowan's work is greatly appreciated. Gisela Barry has been an amazing Bus Operator for the RTA. She goes out of her way and takes great care of each of her passengers. He thanked Gisela for her service.

**Ms. Gisela Barry** expressed that she loves working with RTA and she does her job well because this is the best company she's worked for. RTA really cares and treats their employees like humans. She loves her coworkers and the people she transports.



**Mr. Straw** mentioned that one of our long-time Operations Supervisors, Darla Nassif, has retired, leaving the position open. There are four potential candidates who applied and have been interviewed to fill this position. The successful candidate will be announced next week.

**Mr. Straw** mentioned that staff has worked with our consultants to design a new brand for the two battery-electric buses that are scheduled to arrive in the late summer / early fall timeframe. He mentioned that we posted the drafts around the office, and asked employees to provide comments. The final design will be shared at the next Board meeting. The Paso Express brand is finally coming to an end and new RTA brand signs are being installed along the Paso Express Routes A and B. **Ms. Mary Gardner** conducted a pop-up event at the Cuesta College campuses in San Luis Obispo and Paso Robles. Students and riders were lining up to learn how to ride the busses and read the schedules, and they were excited to learn that students can ride fare-free.

**Mr. Straw** updated that staff is implementing new functions included in our Learn How to Ride outreach program. All the maps and schedules for RTA Routes 9, 10 and 12, are currently being updated, along with restoring some of the Express trips that were suspended during the pandemic. Everything will be on our website and easy to access.

**Mr. Straw** shared that the RTA hosted the annual Central Coast Transit Consortium meeting on January 31<sup>st</sup>. It included staff from Monterey-Salinas Transit, Santa Cruz METRO and Santa Barbara MTD. We developed seven tracks, where group attendees shared accomplishments and everyone got a chance to see how different agencies run things.

**Mr. Straw** shared that the Volkswagen Environmental Mitigation Trust funds that were awarded to help provide the match for the first Battery-Electric Buses cannot be “stacked” with other funds the RTA had already secured. Staff will review the upcoming order of the additional five electric buses and determine if the VW funds can be shifted to that procurement since HVIP funds have not yet been locked down. The RTA fixed-route ridership increased 11.9% over last year and the Runabout ridership increased 26%, which are trends that are being monitored closely.

**Mr. Straw** went over the operating costs for the fiscal year to date. Costs are slightly below budget at 53.3% for non-capital expenses through 58.3% of the fiscal year. This is due to slightly lower service levels than budgeted. Two Bus Operator candidates are in background check as of right now, with the goal to get them hired and trained soon. Fuel prices continue to be extremely volatile resulting in the line item being \$120,000 over budget.

**Board Member Heather Moreno** asked ridership still being below pre-pandemic levels. Is there data to explain why that is? Are riders working from home still, carpooling, what are the passengers doing? **Mr. Straw** noted that people are still working from home and some do not want to work a customer-facing job. A lot of employers across the county are having a hard time hiring people ever since the pandemic.

Public Comment: None.

**Board Member Fred Strong** made a motion to receive and file item B-1 from the information agenda, and **Vice President Andy Pease** seconded the motion. The motion passed unanimously via voice vote.

### **C. ACTION AGENDA:**

#### **C-1     Fiscal Year 2023-24 Budget Assumptions (Adopt)**

**Ms. Tania Arnold** discussed the budget planning process and the 2-year operating budget and a 5-year capital budget. The first year will be fiscally constrained and the following years being advisory only.

Key items that will be addressed are:

1. Uncertainties with liability costs, Runabout costs and staffing retention. Keeping an eye on demand as we emerge from the COVID-19 pandemic.
2. Implementing zero emission vehicles, with our first two arriving by the end of the summer and our infrastructure being installed and ready to go upon their arrival.
3. State Transit Assistance (STA) funds to remain conservative.
4. Local Transportation Funds (LTF) is still an unknown but we will continue to maximize all funding sources before we apply LTF to our budget.
5. Federal funding apportionments are higher than what we had planned, which is a huge win and good news that we will now be able to adjust earlier projections upward.
6. Fuel prices remain volatile. Projection as of now is \$5.10/gallon for diesel. We will continue to monitor.
7. Delay in the SRTP, but it remains on the priority list and once we discuss with SLO Transit, the procurement process will begin.

**Ms. Tania Arnold** mentioned the surveys from the passengers and the public that provide a lot of good information. It helps ensure we operate within adopted standards and that we are providing satisfaction to the passengers. Fare structures have not been changed since December 2017, so that is something that the upcoming Short-Range Transit Plan can review as well as the Cal ITP program which is a tap-on/tap-off service that will have a lot of benefits to the riders. This is a really great program for those passengers that can't afford the full price of a discounted multi-ride bus pass.

**Ms. Tania Arnold** noted that we are continuing to work on the 5-year capital improvement program. We are taking a hard look as we move toward using electric buses, which do cost more and although we have been successful with grants, it is still a tricky process. Runabout demand is going up but it hasn't gone up to pre-COVID levels so we will continue to keep the Board apprised. We have concerns that the higher the cost of electric buses, the more the property damage coverage costs will go up. Worker Compensation costs have increased but that is mainly due to rising wage levels. Fortunately, we have been very successful with reducing our Work Comp claims. Property insurance has gone up and we will have to get flood insurance for that property since it is federally funded. Inflation came in at an increase of 4.9%, which will impact those employees' wages that are not covered by the CBA. The budget will also assume an increase for the SLO County Pension Trust which was adopted by the Board, July 2023 totaling 2.38%. The Budget Calendar will be presented for Board for approval in April and presented at the May Board meeting. **Ms. Tania Arnold** concluded her report.

Public Comment:

**Mr. Eric Greening** discussed the financial dilemma of transitioning to electric vehicles. Even though it is pro-green, there can also be some harm considering that they will take longer to charge and the unknown range from a single charge.

**Board Member Strong** made a motion to approve action agenda item C-1 and **Board Member Jimmy Paulding** seconded the motion. The motion passed unanimously via roll call vote as follows:

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
DEBBIE ARNOLD (President)	X		
BRUCE GIBSON	X		
JIM GUTHRIE	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING	X		

ANDY PEASE (Vice President)	X	
JOHN PESCHONG (Past President)		X
DANIEL RUSHING	X	
FRED STRONG	X	
ED WAAGE	X	
ZARA LANDRUM	X	

**C-2     Innovative Clean Transit (ICT) Zero-Emissions Bus Rollout Plan and Related FTA Zero-Emission Transition Plan (Adopt)**

**Mr. Geoff Straw** discussed the ICT and noted the California Air Resources Board (CARB) requires public transit agencies in the state of California to transition to zero emissions buses (ZEB), either battery-electric buses or hydrogen fuel cell electric buses. By 2029, only ZEBs can be purchased, and the entire fleet must use ZEBs by 2040. The draft ITC plan was presented to the Board in January and staff is now asking the Board to adopt the plan. There are a number of documents that the Board has considered at prior meetings that have supported the plan include:

- RTA Zero-Emission Vehicle Purchase Policy adopted March 2019
- RTA Electrification Readiness Plan presented April 2019
- SLOCOG Regional Zero-Emissions Bus plan adopted August 2020
- FTA Zero-Emission Transition plan published December 2021

Public Comment: None

**Vice President Pease** made a motion to approve action agenda item C-2 and **Board Member Strong** seconded the motion. The motion passed unanimously via roll call vote as follows:

<b><u>BOARD MEMBER</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>ABSENT</u></b>
DEBBIE ARNOLD (President)	X		
BRUCE GIBSON	X		
JIM GUTHRIE	X		
HEATHER MORENO	X		
DAWN ORTIZ-LEGG			X
JIMMY PAULDING	X		
ANDY PEASE (Vice President)	X		
JOHN PESCHONG (Past President)			X
DANIEL RUSHING	X		
FRED STRONG	X		
ED WAAGE	X		
ZARA LANDRUM	X		

**D. CLOSED SESSION ITEMS:**

**D-1     Conference with Labor Negotiators (Gov. Code § 54957.6) Agency designated representatives: Geoff Straw, Executive Director Employee organization: Teamsters Local 986**

Public Comment: None

The Board went into closed session at 10:10 AM and returned to open session at 10:44 AM

**Mr. Jon Ansolabehere** stated there was no reportable action from closed session.

**E. BOARD MEMBER COMMENTS:** None

The meeting was adjourned at 10:46 AM.

Next regularly-scheduled RTA Board meeting is **May 3, 2023**

Respectfully Submitted,

Acknowledged by,

---

Luzion Campitelli, Admin Assistant

---

Debbie Arnold, RTA President 2023

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-3

**TOPIC:** Declare Vehicles Surplus and Dispose of through Transfer, Auction or Salvage

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Declare Vehicles Surplus, and Authorize the Executive Director to Transfer Vehicles to Local Transportation Providers or Dispose Through Auction or Salvage

**BACKGROUND/DISCUSSION:**

In Fiscal Year 2014, the Federal Transportation Administration (FTA) authorized Section 5339 and 5307 grant funding to replace two support vehicles for South County Transit (SCT). On April 23, 2014, the SCT Board authorized the purchase of two Dodge Caravan minivan vehicles to provide non-revenue support services in the SCT service area. At its January 11, 2023 meeting, the RTA Board authorized staff to surplus one of the two vehicles (fleet #517) due to a transmission failure, and the remaining Dodge Caravan minivan (fleet #516) is starting to experience costly mechanic failures as a result of its advanced age and mileage.

In addition, the RTA is taking delivery of six (6) replacement ADA minivans for use in Runabout service in the coming weeks. Staff has assessed the current fleet condition and determined that there are five (5) model year 2015 support vehicles that are in need of immediate retirement as well as the need to replace one (1) Runabout vehicle\* for which the Board previously authorized removal from service and disposal. Staff is seeking the Board's direction on transferring and/or disposing of the six vehicles being replaced.

In total, staff is recommending transfer or disposal of the seven (7) surplus vehicles presented in Table 1, since these vehicles have met and/or exceeded the FTA defined useful life and the SLO County Air Pollution Control District (APCD) useful life standards for minivans with four years and/or 100,000 miles.

Table 1: Vehicle Surplus

Vehicle ID#	Mfr	Model	Year	Service	Miles (3/31/23)	VIN	Plate
516	Dodge	Grand Caravan	2014	SCT – Support Vehicle	122,438	2C7WDGBG4ER427019	1452359
1601	Dodge	Braun Minivan	2015	SCT - Support Vehicle	95,385	2C7WDGBG8FR642808	1474113
1602	Dodge	Braun Minivan	2015	RTA - Support Vehicle	108,742	2C7WDGBG6FR652138	1474115
1603	Dodge	Braun Minivan	2015	RTA - Support Vehicle	117,756	2C7WDGBG6FR652141	1474089
1604	Dodge	Braun Minivan	2015	RTA - Support Vehicle	117,518	2C7WDGBG7FR652150	1474090
1607	Dodge	Braun Minivan	2016	RTA - Support Vehicle	121,567	2C7WDGBG8FR642792	1474114
1702*	Dodge	Braun Minivan	2017	RTA - Runabout	77,220	2C7WDGBG7GR396500	1517174

\* Removed from Service Sept 2021

Staff recommends shifting the most reliable of the recently replaced 2017 minivans from revenue service to a support service role. For the remaining vehicles, staff will seek out other local transportation providers to determine if there is a need for these vehicles.

The RTA Purchasing Policy permits the RTA to transfer surplus demand-response vehicles to other transportation providers in SLO County in the following order of priority:

1. Local governmental entities;
2. Local 501(c)3 non-profit transportation providers; and
3. Private for-profit transportation providers.

Should no local transportation provider opt to receive this vehicle, staff then recommends the vehicles remaining be sold through our contract with Ken Porter Auctions or be salvaged if the auction company refuses to accept it.

The RTA Purchasing Policy requires staff to determine if surplus equipment has a per-unit fair market value greater than \$5,000. Should the vehicle have a greater value than \$5,000 and it was originally purchased using federal funds, staff is directed to obtain pre-approval from the FTA and to determine the remaining federal value to be returned to the FTA. A fair market value assessment of these vehicles indicates their current market value to be less than \$5,000.

### Staff Recommendation

Declare vehicles surplus, and authorize the Executive Director to transfer vehicles to local transportation providers or dispose through auction or salvage.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-4

**TOPIC:** FY22-23 Strategic Business Plan Results as of December 2022

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Receive and File the Attached SBP Results through December 31, 2022

**BACKGROUND/DISCUSSION:**

In October 2008, the RTA Board, RTA staff, SLOCOG staff and members of the general public met in a day-long workshop to craft the elements of the first *RTA Strategic Plan*. The result of this workshop was a draft outline that contained the major sections and components of the plan. During the development of the FY09-10 Operating and Capital Program, staff developed the four key sections of the plan and this was approved by the Board during the budget process. The major components of the plan are the RTA Vision, Vision Elements, Mission of the Organization, and Strategies in achieving the Mission.

The 2012-14 Strategic Business Plan (SBP) was subsequently adopted in October 2011, and it incorporated goals and objectives developed as part of the *2010 RTA Short Range Transit Plan*. Staff used the measurable standards in the SBP to help guide the organization toward meeting the agency's goals and objectives. The subsequent 2015-2017 SBP was adopted in July 2014, and the most recent 2018-20 SBP was adopted in March 2018.

The 2018-20 SBP incorporated both new and revised standards developed in the 2016 *RTA Short Range Transit Plan*, as well as information gleaned from a customer perception survey completed in October 2017. Finally, the 2018-20 SBP examined real-time data gleaned from our comprehensive GPS-based Intelligent Transportation System (ITS), which helped determine appropriate performance standards.

As noted during the presentation at the March 2021 Board meeting, because the COVID-19 pandemic has drastically altered ridership patterns, and the RTA was seeking outside funding to update our 5-year Short Range Transit Plan, and staff recommended that the update to the 2018-20 SBP be postponed. Staff has since secured the funding for moving forward with the SRTP starting in the fall of 2023. The administrative draft scope of work includes a request for the consultant to help us determine new/interim standards that we can use to measure progress toward full ridership recovery. In the meantime, staff continues to provide bi-annual reports to the

Board on our results in comparison the current objective and subjective performance standards.

It should be noted that two sections of the SBP include ridership-based metrics that will impossible to meet due to the drastic reduction in demand caused by the COVID-19 pandemic. These currently unattainable standards include:

1. **Standards of Excellence Section 1: Service Quality and Efficiency** – We will deliver dependable, customer focused and efficient transit services to the communities that we serve. Further, we will look for opportunities to deploy innovative new service within budgetary constraints.

**Standard 1:** The Productivity (passengers per vehicle service hour) standards are presented below for regularly-scheduled / year-round services:

- A. Regional intercity fixed-route (RTA Routes 9, 10, 12 & 14) services shall be 22 or greater.
- B. Local fixed-route (Paso Express Routes A & B, and SoCo Transit Routes 21, 24, 27 & 28) shall be 17 or greater.
- C. Runabout and other demand response services will be 2.0 or greater.
- D. Route deviation services (such as RTA Route 15) will be 8.0 or greater.

Any recommended changes to seasonal or lifeline services (i.e., Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding.

2. **Standards of Excellence Section 2: Revenue and Resources** – While providing excellent service to our customers and communities, we will do so within the financial resources available to us. The financial health of the organization will not be compromised, and we will work to deliver good value for the taxpayers' investment in the RTA.

**Standard 2:** The Farebox Recovery Ratio for all regularly scheduled / year-round services shall be 20% greater than the minimum standard required by SLOCOG to meet TDA requirements. Measurement: Objective.

Staff plans to present updated SBP metrics over two Board meetings that coincide with planned Short-Range Transit Plan interim documents.

**Staff Recommendation:**

Receive and file the attached SBP results through December 31, 2022.



## RTA Strategic Business Plan Standards of Excellence

**Standards of Excellence Section 1: Service Quality and Efficiency** – We will deliver dependable, customer focused and efficient transit services to the communities that we serve. Further, we will look for opportunities to deploy innovative new service within budgetary constraints.

**Standard 1:** The Productivity (one-way passenger-boardings per vehicle service hour) standards are presented below for regularly-scheduled / year-round services:

- A. Regional intercity fixed-route (RTA Routes 9, 10, 12 & 14) services shall be 22 or greater.
- B. Route deviation services (such as RTA Route 15) will be 8.0 or greater.
- C. Local fixed-route (Paso Express Routes A & B, and SoCo Transit Routes 21, 24, 27 & 28) shall be 17 or greater.
- D. Runabout and other demand response services will be 2.0 or greater.

Any recommended changes to seasonal or lifeline services (i.e., Shandon Dial-A-Ride) will include target productivity standards that must be met in order to qualify for continued funding.

*Measurement:* Objective.

- Reviewed monthly by Operations Manager and reported by Executive Director at each Board meeting.

FY 21-22 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	10.0	11.0	12.1	11.7	12.0	13.8	10.5	11.6	12.1	12.7	12.4	11.9	11.6
Paso Express	13.3	16.0	21.1	19.2	16.6	15.0	18.3	20.7	21.1	18.2	22.1	18.1	17.5
Runabout	1.2	1.2	1.2	1.2	1.1	1.0	1.2	1.1	1.1	1.4	1.1	1.1	1.2
Paso DAR	1.5	1.5	1.8	1.8	1.9	1.6	1.5	1.6	1.6	1.6	1.5	1.8	1.7
Nipomo DAR	1.7	2.5	3.4	3.6	3.1	2.3	2.3	3.3	3.4	3.1	3.4	2.6	2.8

FY 22-23 Productivity													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA Fixed	11.3	14.1	14.3	14.0	13.5	10.8							13.0
Paso Express	16.7	20.0	24.7	22.9	19.4	15.3							19.8
Runabout	1.1	1.3	1.2	1.6	1.6	1.4							1.4
Paso DAR	1.8	1.9	1.9	2.1	1.9	1.8							1.9
Nipomo DAR	2.2	2.5	3.3	3.3	3.0	2.5							2.8

The tables above show that we did not meet the standards for RTA regional fixed-routes, Paso Dial-A-Ride, or Runabout. However, Paso Express and Nipomo DAR did meet the standards. Similar to national ridership trends, the COVID-19 pandemic and statewide stay at home orders beginning in March 2020 drastically reduced demand for public transit services, although productivity remained relatively high since service levels

were reduced at the outset of the pandemic to coincide with demand. Overall ridership is modestly trending upwards, and staff will continue to look at alternatives to improve results.

**Standard 2:** The Service Delivery rate for all regularly-scheduled / year-round services shall be 99% or greater.

*Measurement:* Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

As long as a scheduled fixed-route bus trip is delivered ahead of the next scheduled bus trip, then service is considered “delivered” (but that late trip will still be reported under the on-time performance measure discussed below). The service delivery goal is 99% or greater. The RTA delivers about 2,574 trips per month, and for FY22-23 so far we missed 16 trips, or a service delivery achievement of 99%. Paso Express delivers about 634 trips per month, and we missed 5 trips in FY22-23 so far, resulting in a service delivery achievement of 99%.

**Standard 3:** “On-time” is defined as no later than six minutes from any time point in the published schedule. We recognize that making scheduled transfers between buses is vitally important to riders, and staff will explore methods of regularly measuring missed transfers. The following On-Time Performance (OTP) standards shall apply to regularly-scheduled / year-round services:

- Regional intercity fixed-route and Express runs shall be 85% or greater.
- Local fixed-route shall be 90% or greater.
- Route deviation services shall be 70% or greater.

*Measurement:* Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

FY 2022													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	88%	90%	88%	90%	88%	87%	90%	87%	88%	86%	88%	88%	88%
Paso	92%	96%	84%	86%	87%	87%	88%	86%	88%	87%	86%	91%	88%
Rte 15	88%	80%	84%	85%	81%	84%	85%	79%	75%	79%	78%	88%	82%

FY 2023													
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
RTA	89%	88%	85%	83%	84%	81%							85%
Paso	90%	92%	88%	86%	90%	86%							89%
Rte 15	82%	79%	77%	81%	77%	73%							78%

- For FY21-22, RTA intercity and Route 15 are exceeding standards, while local Paso Express came in two percent short at 88%. Staff will continue to look for ways to improve this result.
- For FY22-23, RTA intercity and Route 15 are meeting standards thus far, while Paso Express is one percent short.

**Standard 4:** The On-Time Performance (OTP) for Runabout and other demand response services shall be 95% or greater.

*Measurement:* Objective.

- Reviewed quarterly by Operations, and reported by Executive Director bi-annually to the Board.

Runabout service is considered on-time if the van arrives within 30 minutes of the appointed pick-up time. The goal is 95% or greater, and Runabout surpassed this goal in each month of FY21-22 with a result of 98%. For FY22-23 Runabout service is currently meeting expectations with a 99% on time average. Staff will continue to monitor Runabout's OTP to ensure we continue to achieve this strong result.

**Standard 5:** The RTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions

*Measurement:* Subjective.

- Reported by the Executive Director and Division Heads annually.
  1. Schedule revisions and minor route alignment changes are evaluated routinely to improve service delivery.
  2. Staff monitors ridership and customer comments looking for system improvements.

**Standard 6:** The RTA will measure Overcrowding as the frequency of instances that the number of passengers on a bus exceeds the number of seats (i.e., 34 passengers on a 34-seat bus equates to a Load Factor of 1.00), as well as the duration of exceedances. The Overcrowding standards are as follows:

- A. The standard for regular fixed-route services is no more than 10% of the monthly total number of bus trips that exceed a Load Factor of 1.25 for greater than 20 minutes.
- B. The standard for Express services is no more than 10% of the monthly total number of bus trips exceeds a Load Factor of 1.00 for greater than 20 minutes.

If the Load Factor standards are exceeded, staff will assign a larger vehicle (if possible); otherwise, the Board will direct staff to evaluate adding scheduled bus trips to spread out the passenger loads.

*Measurement:* Objective.

- Reviewed quarterly by Operations Manager and reported by the Executive Director biannually to the Board.

For FY21-22 there is one trip on the Paso Express that is experiencing overcrowding and this is primarily due to school district no longer providing school bus service. Staff will continue to monitor the service for overcrowding as it relates to riders' comfort levels.

For FY22-23 thus far, there are two trips that are experiencing overcrowding, and that is the 8:33am northbound Route 12 from the Government Center. This is due to an increase in Cuesta College students' riding. The second is the Paso Robles Express Route A in the afternoon due to the large number of students riding, as well.

**Standards of Excellence Section 2: Revenue and Resources** – While providing excellent service to our customers and communities, we will do so within the financial resources available to us. The financial health of the organization will not be compromised, and we will work to deliver good value for the taxpayers' investment in the RTA.

**Standard 1:** The annual operating budget will be based upon projected revenue and the total operating cost will not exceed the budget adopted by the Board.

*Measurement:* Objective.

- Tracked monthly in financial statements and reported bimonthly to the RTA Board.

FY17-18 Result: Operating Costs were 94% of the adopted budget

FY18-19 Result: Operating Costs were 95% of the adopted budget

FY19-20 Result: Operating Costs were 94% of the adopted budget

FY20-21 Result: Operating Costs were 88% of the adopted budget

FY21-22 Result: Operating Costs were 95% of the adopted budget

FY22-23 Result: Operating Costs are 46% of the adopted budget through December 2022 (unaudited)

Budget versus actual expenses data is calculated and reviewed on a monthly basis by RTA staff. This information is reported to the Board at each meeting (typically every other month) to help inform decisions.

**Standard 2:** The Farebox Recovery Ratio for all regularly scheduled / year-round services shall be 20% greater than the minimum standard required by SLOCOG to meet TDA requirements.

*Measurement:* Objective.

- Tracked monthly and reported bimonthly to the RTA Board.

FY17-18 Result: 20.5% *(including Paso Express)*

FY18-19 Result: 18.2% *(including Paso Express)*

FY19-20 Result: 12.7% *(including Paso Express); prior to the COVID-19 pandemic (through January 2020), we achieved a result 18.0%.*

FY20-21 Result: 3.5% *(including Paso Express and South County Transit from January 1 – June 30, 2021) – COVID-19 pandemic limited fare period*

FY21-22 Result: 8.2% *(including Paso Express and South County Transit)*

FY22-23 Result: 8.9% *(including Paso Express and South County Transit) through December 2022 (unaudited)*

In recent years, the RTA has struggled to meet this standard, particularly as the pre-pandemic economy improved, gas prices remained relatively low, and private automobile ownership increased. Staff will continue to closely monitor our FRR performance, particularly in light of recent gas price increases.

**Standard 3:** No significant annual fiscal and compliance audit findings.

*Measurement:* Objective.

- Finance and Administration will report any negative audit findings to the RTA Board.

The RTA consistently achieves positive annual fiscal and compliance reports with no significant financial audit findings. Staff strives to improve transparency and continues to implement procedures that exceed the auditors' expectations.

**Standard 4:** Ensure that all capital procurements provide good value to our customers and our employees.

*Measurement:* Subjective.

- Evaluated through the Marketing Department's biannual Community Perception Survey, feedback from communities, and review of the annual 5-year capital program by the RTA Board.

The annual capital program is developed by staff and presented to the Board as part of the annual budget-making process. In addition, staff presents budget revision recommendations if conditions change.

**Standards of Excellence Section 3: Safety** – We recognize the tremendous importance of safety in the operation of RTA service to our customers and communities. Therefore, the safety of our customers and employees will be an organizational priority and we will be proactive in promoting system safety.

**Standard 1:** Rate of preventable vehicle collisions will not exceed 1.0 per 100,000 miles.

*Measurement:* Objective.

- Rate shall be tracked by the Safety and Training Manager, and reported annually to the RTA Board.

FY17-18 Result: 0.94

FY18-19 Result: 1.14

FY19-20 Result: 2.56

FY20-21 Result: 1.65 RTA-only, and 1.48 combined RTA/SoCo

FY22-23 Result: 1.82 Through December 31, 2022

Bus Operators are held to a higher safety standard than the general public. Staff will continue to track this KPI closely. We have put together a team to monitor causative factors, including trends by route, years of experience, location, type of collision, etc. New Bus Operators return for refresher training after three months after graduating from the training program.

**Standard 2:** Address all safety hazards identified by the Safety Resource Committee.

*Measurement:* Objective.

- List shall be compiled with action items and timelines by the Safety and Training Manager.

Employees are engaged in the Safety Resource and Employee Committee by submitting suggestions. Suggestions that are not directly related to the Committee's mission are forwarded to the appropriate department for resolution.

During FY22-23, the Safety Resource Committee closed two action items, with three open action items and two recurring items remaining. The action items involve painting parking stoppers yellow to reduce slips, trips, or falls, and having reflective tape on the sides of all bus/vehicle ramps in new purchased vehicles. RTA employees continue to demonstrate attentiveness and communication in mitigating hazards and engage in improving the quality of our work environment. We've been able to address trouble locations on the fixed route by having Supervisors make more appearances, and work with the cities to make certain bus stops more accessible.

During the beginning of 2023 we've continued to work with employees mitigating safety issues. We have monitored ergonomics in the seat with some drivers, replaced a worn out seat cushion, installed quality driver fans, and re-routed Runabout drivers to navigate around or away from hazards at problem locations.

**Standard 3:** Preventable workers compensation lost-time claims will not exceed six annually, and preventable medical-only claims will not exceed five annually.

*Measurement:* Objective.

- All work comp claims shall be duly investigated and immediately reported by Finance and Administration staff to our carrier.

FY17-18 Result: 0 lost-time claims, and 7 medical only

FY18-19 Result: 11 lost-time claims, and 5 medical only

FY19-20 Result: 7 lost-time claims (three are open as of January 31, 2023), and 14 first aid/incidents/medical only (all have closed)

FY20-21 Result: 4 lost-time claims (all have closed), and 14 first aid/incidents/medical only (all have closed)

FY21-22 Result: 3 lost-time claims (one is open and two are closed as of January 31, 2023) and 5 first aid/incidents/medical only (they are all closed)

FY22-23 Result: 2 lost-time claims (both are closed as of January 31, 2023), and 3 first aid/incidents/medical only (they are all closed as of January 31, 2023)

**Standard 4:** Customer and community perception of system safety will be at least 90%.

*Measurement:* Objective.

- As measured in biannual Community Perception Survey.

Based on the Customer Perceptions Survey conducted in March 2020 at the outset of the COVID-19 pandemic, customer perception of system safety was rated 3.6 out of 4, which equates to 90%. Staff strives to maintain and enhance satisfaction regarding this standard.

**Standard 5:** Total risk management costs shall not exceed industry norms. Staff will undertake alternating market surveys every four years for vehicle liability / physical damage coverage and for workers compensation coverage.

*Measurement:* Objective.

- Tracked monthly by Finance and Administration and reported bimonthly to the RTA Board.
- Reported monthly by Finance and Administration in financials and YTD budget reports.

FY17-18 Result: 13.2% of total operating costs

FY18-19 Result: 10.8% of total operating costs

FY19-20 Result: 10.9% of total operating costs

FY20-21 Result: 9.9% of total operating costs

FY21-22 Result: 7.6% of total operating costs

FY22-23 Result: 10.6% of total operating costs through December 2022 (unaudited)

Staff has worked hard to close claims opened in prior years. More importantly, our workers compensation premium rates declined for the first time in many years. Although this is good news, due to the tightening market in California, staff expects risk management costs to continue to escalate unless tort reform or other adjustments are made by the Legislature that could reduce transit agencies' exposure to frivolous lawsuits. If our exposure could be reduced, it would likely increase competition in the market and reduce our risk management costs. Staff is closely monitoring this issue and will report developments back to the Board as information is collected.

**Standards of Excellence Section 4: Human Resources** – Our employees are the foundation of the organization. We will support our employees in achieving excellence through training and development, teamwork, and continuous efforts at effective communication while treating each with integrity and dignity.

**Standard 1:** Recruit, promote and retain highly qualified employees to achieve our service standards.

*Measurement:* Subjective.

- Annual assessment by Executive Director and Department Heads.

The annual calendar year turnover rates for RTA are as follows:

2018 – 20%  
2019 – 18%  
2020 – 13%  
2021 – 19%  
2022 – 15.7%

**Standard 2:** Provide continuous development of skills and capabilities through ongoing training and development programs that foster personal and professional growth. Department Heads develop training plans as part of annual budget-making process, according the following minimum standards:

- A. Maintenance: 30 Hours per technician annually.
- B. Operations Supervisors: 24 Hours annually.
- C. Bus Operators: 8 Hours Annually.
- D. Finance and Administration: 16 Hours per employee annually.

*Measurement:* Objective.

- Department Heads evaluated annually for achievement of training objectives.

Staff appreciates the Board’s commitment to funding a relatively robust training budget. It should be noted that ongoing training is a major part of what staff does on a daily basis to help both the organization and staff grow professionally and enhance safe operations.

- Maintenance:
  - For FY22-23, our Technicians have averaged 5 hours per person through December 2022, including forklift training and implicit bias training. A significant amount of training will be conducted during the second half of the fiscal year to support the electric vehicles the RTA has on order with an anticipated delivery in the fall of 2023. The Utility and Parts Clerk staff have averaged over 10 hours per person through December 2022.
  - For FY21-22, our Technicians averaged nearly 30 hours per person, including training for Gillig multiplex systems, new facility equipment, and new vehicle orientation. The RTA has greatly benefited from membership in the Southern California Regional Transit Training Consortium, providing significant training resources albeit somewhat haltingly in a virtual world.
- Operations: In FY21-22, the average to date is **83** training hours per Supervisor; standard is 24 hours annually. The training staff has conducted 88 training hours with Operations Supervisors. COVID-19 provided the opportunity and requirement for more virtual training. These trainings included the following:
  - Mandatory two-hour Management Sexual Harassment Training every two years.
  - The Operations Manager attended the CalACT conference in the fall of 2022.



- Operations Supervisors and Training staff attended two 40-hour TSI training classes for *Transit Safety and Security*, and *Transit Accident Investigation*.
  - One of our training staff members completed the required courses to obtain his FTA Public Transportation Safety Program Certification.
  - All supervisors attended COVID-19 training required by CalOSHA.
  - *Mental Health First Aid National* developed by the Council for Behavioral Health.
  - *Navigating Difficult Situations* provided by CalTIP.
  - *Occurrence (Accident /Incident) Information Gathering for Supervisors*, two sessions in a single day. Totaling 90 combined training hours for Operations staff.
  - *Reducing the Hazards of Making Turns*, two training sessions in a single day. Totaling 53 combined training hours for Operations staff.
  - The FTA recently established a new *Individual Training Program (ITP)* in order to satisfy the requirements to obtain the *Public Transportation Safety Certification for Bus Operations*. Due to COVID travel restrictions, the RTA Transit Instructors were able to complete many of the courses via Zoom; on average each instructor was able to complete 111 hours of training. This new ITP was fully implemented during FY21-22.
  - Transitions Mental Health training conducted by SLO Sheriff and Emergency Responders, attended by Supervisors and Operation's Management, 37 hours of combined training.
  - Dale- Catalyst Consulting All supervisors, Operation's Management, 8-hours classroom training - 136 hours combined training hours
  - Two Supervisors attended two days of FTA Drug & Alcohol Training, 48 hours of combined training.
  - National Transit Institute 16- hour class; "Transitioning from Frontline Employee to Frontline Supervisor." Two supervisors completed the class for a combined total of 32 hours.
  - All supervisors attended ADA Runabout refresher training by a training staff member.
- Bus Operator training included:  
 Besides the required 8 hours of annual Verification of Transit Training, to date Bus Operators have received a combined total of 222.00 additional training hours conducted by our training department for topics listed below, but not limited to:
    - Three-month refresher training for new Bus Operators.
    - Focused and customized training designed specifically for Bus Operators on an as-needed basis (i.e., in response to a collision, customer complaint, or other incident).
    - Elks Lane Evacuation Procedures.
    - Bus Fleet Orientation and refresher training as needed

- Eight Bus Operators completed new hire training from July 1, 2022 to December 31, 2022. Two additional Bus Operators completed training from January 2023 to February 2023.
  - Three administrative employees completed new hire training. One Maintenance Accounting Technician, one Maintenance Parts Clerk and one Administrative Assistant.
  - August 2022, Safety and Training Manager attended DMV Examiners Refresher training 40 hours online and 16 hours of Hands-On.
  - April 2023, twelve, “Best of Best” bus drivers will attend an 8- hour Line Instructor class to mentor new Bus Operators for the first few days they are In-Revenue Service with customers.
- Finance and Administration: these training hours are used by each employee in various ways based on their responsibilities and in consultation with his or her direct supervisor. FY22-23, these included the CALPELRA Human Resources Conference, implicit bias training, Transit and Paratransit Management Certificate Program from the University of the Pacific, FTA Triennial Review Workshop and CalTIP Board of Directors meeting.

For FY21-22, these included the CALPELRA Human Resources Conference, National Transit Institute National Transit Database, information sessions on new leave and workers compensation requirements, training for on-site FTA Drug and Alcohol Testing, Human Resources virtual summits, CalTIP Board of Directors meetings, CalACT spring conference and various collaborations with other transit agencies. Staff also attended Cultural Intelligence training. It should be noted that we constructed one of the restrooms in the new Bus Maintenance Facility to allow on-site drug/alcohol testing. In the past, we sometimes struggled to get our third-party testing sites to complete post-collision, reasonable suspicion or random tests completed in a timely manner.

**Standard 3:** Enable our employees to achieve excellence in serving our customers by building teamwork and understanding effective communication within the organization.

*Measurement:* Subjective.

- Employees provided opportunity to provide feedback on organizational communication as part of the Executive Director’s annual evaluation.

We continually stress the tenets of *Verbal Defense and Influence*, which focuses on how to communicate more effectively with each other and our customers – particularly in difficult or threatening situations. Additionally, mandatory Cultural Intelligence training was held for all employees to enhance the awareness of staff and the impact that has on their communications. The Executive Director and the three RTA department heads meet weekly to ensure consistency in messaging and direction for the organization.

**Standard 4:** Employees will be evaluated annually in a fair and equitable way to judge performance and be provided a developmental plan for the next fiscal year.

*Measurement:* Objective.

- Employee merit evaluations will be provided to each employee annually with the evaluation grading measurement of attainment of department objectives developed during the budget process and achievement of RTA's Standards and RTA's KPIs.

The RTA currently completes formal annual evaluations for administration and management staff. For non-management staff not covered by the Collective Bargaining Agreement, we have implemented improved annual performance planning and appraisal documents to better reflect the role of each classification. Bus Operators, Technicians and Utility employees are evaluated based on the requirements of the Collective Bargaining Agreement (CBA) and to ensure the public's safety. Both Technicians and Bus Operators are also evaluated as part of the RTA Safety Awards program on their individual anniversary dates.

**Standards of Excellence Section 5: Fleet and Facility** – We will operate and maintain a modern and clean fleet and facilities that will be pleasing to our customers and a source of pride for our employees and our communities.

**Standard 1:** If funding permits, the RTA will match SLO Transit's standard of replacing revenue vehicles when they reach the FTA-defined useful life minimums in terms of service years or miles. If funding remains constrained, negotiate with SLO Transit to ensure neither agency's buses surpass 40% beyond the FTA standards.

*Measurement:* Objective.

- As tracked by Finance and Administration as part of grant-making efforts.

As of December 31, 2022 the average RTA fixed-route vehicle age is 8 years old and has accumulated 375,279 miles.

The average demand response vehicle age (including Runabout and other Dial-A-Ride vans) is 4 years and has accumulated 96,286 miles. The design life of a demand response van is 4-years/100,000 miles. We are currently within the RTA's standards for demand response vehicles.

Our capital program was updated as part of the 2016 SRTP update, which was adopted by the RTA Board in July 2016. In addition, a five-year capital program is included in each annual budget document.

**Standard 2:** Road calls will not exceed five per 100,000 vehicle service miles. A road call is defined as all mechanical or other vehicle-related failures that affect the completion of a scheduled revenue trip or the start of the next scheduled revenue trip, including failures during deadheading and layover.

*Measurement:* Objective.

- As tracked and reported by the Maintenance Department, and reported biannually to the RTA Board.

For FY22-23 (through December 2022), there were 11 major mechanical system failures and 34 other mechanical system failures. This equates to 4.9 failures per 100,000 vehicle revenue miles for fixed route and 0.6 for demand response. For FY21-22, there were 26 major mechanical system failures and 66 other mechanical system failures. This equates to 7.5 failures per 100,000 vehicle revenue miles for fixed route and 0.7 for demand response. In FY20-21 we experienced 6.5 failures per 100,000 vehicle revenue miles for fixed route and 1.2 for demand response. Staff is working to ensure reporting (“vehicle service mile” vs. “vehicle revenue mile”) matches the information reported to NTD and will be using vehicle revenue mile moving forward.

**Standard 3:** Maintain a clean, attractive fleet. Maintain our facilities so that they are safe and appealing to customers and employees.

*Measurement:* Subjective.

- As measured by employee and customer feedback.

Based on the results of the Customer Perception Survey that was conducted in March 2020 prior to the COVID-19 pandemic, two questions provide valuable information: “cleanliness of buses” and “bus exterior appearance,” which ranked at 3.4 and 3.5 out of four, respectively.

Employee surveys were conducted in October 2020, and we received 53 written responses regarding safety of the facilities, bus stops and buses for employees and passengers. The feedback was provided to the Maintenance and Utility team, as well as the Bus Stop Improvement Committee. This qualitative “direct feedback” procedure was selected as it provides specific information about what needs to be improved. We have been able to respond to many specific requests, including new outdoor seating at our Paso Robles park-out location, and a new approach on addressing the lighting needs of many stops is being addressed by the Bus Stop Improvement Committee.

**Standard 4:** Achieve an 80% favorable rating of bus stop appearance by customers and the communities that we serve.

*Measurement:* Objective.

- As measured in the biannual Community Perception Survey.

Bus stop appearance was included in the March 2020 customer perception survey, and we achieved a ranking of 3.2 out of 4, which equates to an 82% favorable rating. Although this meets the favorable standard, staff is developing a strategy to address this standard, including updating/replacing the bus stop signs for Paso Express and repair/enhancement of bus stop lighting. Staff also anticipates the remodel of the transit center downtown that was completed in May 2020 (after this survey was conducted) will favorably impact this ranking when the next survey is completed.

**Standard 5:** Achieve all federal- and state-mandated maintenance minimums, as well as vendor recommended maintenance schedules, for our fleet and facilities. The following standards apply:

- A. No negative CHP Annual Terminal Inspection, FTA Triennial Review or TDA Triennial Performance Audit findings.
- B. Preventative maintenance schedules for all equipment shall be done on a timely basis (3,000 mile intervals or as mandated by equipment OEM vendor).

*Measurement:* Objective.

- As tracked by the Maintenance Department, and reported annually to the RTA Board.

There were no negative findings in the 2019 TDA Triennial Performance Audit or in the 2019 FTA Triennial Review, nor in the most recent CHP Terminal Inspection. Preventive maintenance has been completed on a timely basis, with no CHP findings.

**Standards of Excellence Section 6: Leadership** – We will strive to be one of the nation’s leading small transit operators. We will work to maintain collaborative relationships within the industry, within our community, and with our stakeholders. We will develop future leaders from within our organization.

**Standard 1:** Maintain cooperative relationships with federal, state and local funding agencies.

*Measurement:* Subjective.

- Will be reviewed by staff and RTA Board.

Staff believes that we have fostered a strong relationship with our partners at the federal, state and local levels. If any issues arise (i.e., the recent flooding), it is brought to the Board leadership’s attention for direction so that staff can work with our cohorts in the region to provide a reasonably consistent response. The Executive Director serves on the CTA Small Operators Committee, and also was re-elected as the Chairperson for the CalTIP Board in April 2022. He also served on the County Department of Public Health COVID-19 Vaccination Task Force in 2020 through 2022.

**Standard 2:** Develop partnerships with stakeholders, community leaders and decision makers, while keeping them well informed of the integral role of RTA and contributions to the communities that we serve.

*Measurement:* Subjective.

- To be evaluated and monitored by RTA Board.

The agency’s partnership successes are formally discussed by the Board during the Executive Director’s annual evaluation. However, issues and ideas are also forwarded by community members to both the Board and staff throughout the year. As we emerge from the pandemic, the Executive Director is attending public meetings to participate in resolving issues in each community. Recent examples include participation at the Cal Poly Sustainability Charette on April 21, 2023. The Executive Director also actively participates as a member of Rotary SLO de Tolosa, including hosting members at the BMF on March 29<sup>th</sup> and providing a presentation to the club on public transportation in

the county on April 12<sup>th</sup>. The RTA also provided comments on the SLO Transit Innovations Plan technical memorandum in late April.

**Standard 3:** Promote effective internal communications and promote the values of the organization.

*Measure:* Subjective.

- To be evaluated by Executive Director.

Promoting effective internal communication is a task that always requires high- and mid-level nurturing, which is especially important as we move on from the pandemic. Senior staff members meet weekly to discuss effective communications and our organizational values, while a broader group meets monthly to strive to ensure messaging is consistent and useful. The Executive Director also informs the Board President of on-going efforts to improve communications and employee morale within our organization. While we believe we are making strides in improving internal communications, this is an area in which the work is never “done.”

**Standard 4:** Provide effective leadership for public transportation within the County.

*Measurement:* Subjective.

- To be evaluated by Executive Director and RTA Board.

Similar to the discussion on Standard 3 above, the Executive Director’s leadership is evaluated annually as part of his review. The Executive Director also discusses leadership successes and goals with his three department heads as part of their annual evaluation. Finally, the Executive Director and other senior RTA staff discuss direction with other transit agency staff during quarterly RTAC meetings and other transit-focused meetings (i.e., FTA 5307 planning, UZA MOU discussions, SSTAC, etc.) throughout the year. The Executive Director will serve on the SLO City hiring panel on May 2<sup>nd</sup> for its Mobility Services Business Manager, and he is looking forward to serving on the City’s Broadband Study Focus Group.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-5

**TOPIC:** Procurement of Third-Party Services for RTA Facilities, Vehicle Fueling and Engine Replacements

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize the RTA Executive Director to solicit proposals from qualified firms to provide: Third-Party Services for RTA Facilities, Vehicle Fueling, and Engine Replacements

**BACKGROUND/DISCUSSION:**

In January 2022, construction of the Bus Maintenance Facility located at 253 Elks Lane in San Luis Obispo was substantially completed. With over a year in operations, staff has identified five (5) third-party service agreements that will either need to be renewed or adjusted to accommodate the current needs of the RTA. Staff is seeking the Board's authorization to issue Request-for-Proposals (RFP) for the five services listed below in this staff report.

Upon the Board's approval, RFPs will be issued to solicit responses from interested firms that are experienced with providing these services through an online RFP/Bidding process (PlanetBids) that will be linked on the RTA's website at <http://www.slorta.org/about-rta/request-for-proposals/>. Prospective bidders will have the ability to register with the RTA to submit proposals for these services. Staff has determined that using the RFP method for these solicitations will provide the best value to the RTA by allowing for negotiation of both price and contract terms without sacrificing service quality.

The RTA remains dedicated to ensuring full and open competition in this proposal process and strives to include as many potential sources as possible in the procurement process. The RTA encourages local, small businesses and disadvantaged business enterprises (DBE) to register with the RTA. The RTA promotes DBE participation in our projects and has adopted a DBE Program Goal of 5.5% for federally funded projects awarded through September 30, 2023.

The project budgets for each of these services were developed using historical costs for these types of vendor-provided services, independent cost estimates from similar transit agencies, applying prevailing wage requirements (where applicable), and applying the December 2021 to December 2022 Consumer Price Index (CPI) of 4.9%. The overall

financial impact of these RFPs cannot yet be determined until each contract has been negotiated, but staff has identified a combined overall annual operating budget of \$1,525,300 for third-party maintenance services and repairs, and a one-time grant funded project budget of \$675,000 for engine replacements. All independent cost estimates are within existing budgets and no additional funding is needed to solicit proposal for services. Each solicitation will clearly delineate all local, State and Federal responsibilities and all insurance coverage limits. Successful bidders will be required to provide necessary liability coverage (including indemnifying the RTA) and required coverages for its own employees as well as abide by all FTA procurement regulations. Following the selection of the highest-rated bidders for the various services listed below and subsequent negotiations, staff will bring the draft agreements to the Board at its September 6, 2023 meeting for its consideration.

1. HVAC Maintenance Services – The RTA is seeking proposals from qualified firms to provide heating ventilation and air conditioning (HVAC) maintenance services for the BMF. The RTA is seeking an HVAC maintenance services provider on an on-going, on-call, month to month basis for the BMF location and its satellite location in Paso Robles for routine, on-call and emergency HVAC system maintenance and repairs. The successful proposer shall provide properly trained personnel in the methods and techniques to properly and satisfactorily maintain the unique HVAC system located as the BMF as well as the standard module-mounted system located in north county. The successful proposer will furnish, at its expense, all equipment necessary to properly perform specified work and maintain established standards. A mandatory pre-bid site-walk will be required of all proposers. It is the intention of the RTA to award a (3) three-year contract that will begin immediately upon expiration of system warranties, with two (2) one-year extension options, for a total possible contract term of five (5) years.
2. Pest Control Services – The RTA is seeking proposals from qualified firms to provide routine and emergency pest control services for the RTA's facilities including the BMF and two satellite employee locations in north and south county. Pest control services shall include, but is not limited to the application, delivery/pickup, maintenance, supplies, and any labor associated with these services. These services will require monitoring and applying the needed pesticide to control and eliminated pest within turf, planter, and open space landscape areas, along with building pest elimination in and around RTA facilities. The successful proposer shall provide all labor, materials, tools, equipment, transportation, disposal, chemicals and incidentals necessary to perform pest control services work as directed by the RTA. An optional pre-bid site-walk will be offered to all proposers. The RTA intends to award a (3) three-year contract that will begin in October 2023, with two (2) one-year extension options, for a total possible contract term of five (5) years.
3. Diesel and Diesel Exhaust Fluid (DEF) Fueling Services – The RTA is seeking proposals from qualified firms to provide routine on-site delivery and dispensing



of diesel fuel and DEF (used to reduce the amount of air pollution created by a diesel engine) to the RTA's heavy-duty buses located at the BMF and two satellite locations in north and south county. The RTA has thirty-two (32) heavy-duty buses requiring diesel and DEF. The successful proposer shall supply all necessary fuel, fluids, equipment, materials and personnel needed for fuel delivery and dispensing. The successful proposer shall obtain all of the appropriate insurance coverage within the prescribed minimum limits and abide by all FTA procurement regulations. It is the intention of the RTA to award a (1) one-year contract beginning in October 2023 with four (4) one-year term extensions, for a total possible contract term of five (5) years. The estimated quantity of diesel fuel and DEF consumption during the term of this Agreement, including the four (4) one-year extensions, is as follows:

- Diesel Fuel = 235,000 gallons/year or 1,175,000 gallons/5yr contract term
- DEF = 5,000 gallons/year or 30,000 gallons/5yr contract term

It is anticipated that the estimated diesel fuel and DEF quantities will decline over time with the implementation of the Innovative Clean Transit Zero-Emission Bus Rollout Plan and vehicle replacement with battery-electric buses.

4. Bus Stop Maintenance and Repair Services – The RTA is seeking proposals from proposals for licensed and qualified general contractors to provide on-call minor construction and repair services at various RTA bus stop locations throughout the county as needed. The RTA will select one firm, based on demonstrated competence and a cost-effective approach to provide on-call, minor construction as needed and /or emergency repairs services (including but not limited to carpentry, electrical, painting, metal and concrete work). This latter work is typically time-sensitive and the RTA intends to award a contract to a qualified contractor with a history of successfully and efficiently performing minor construction and repair services on an as-needed basis. It is the intention of the RTA to award a (3) three-year on-call contract that will begin October 2023 with two (2) one-year extensions, for a total possible contract term of five (5) years.
5. Bus Engine Replacements – The RTA is seeking proposals from qualified contractors to provide critical engine replacement services for a total of nine (9) 2015 Gillig heavy-duty 40-foot diesel-powered buses in our fixed-route fleet. These buses are nearing the 500,000 mile FTA useful life standard, and several buses are experiencing significant mechanical issues, resulting in costly repairs and creating challenges in continuing to provide reliable transit services to the public. The engine replacement for these buses is essential in ensuring these fixed-route buses can cost effectively remain in service until their projected replacement dates in FY26 and FY27.

To ensure procurement of these services for fiscal year 2023-2024, staff has developed an RFP project schedule as follows:

- Issue of the RFPs – May 8, 2023
- Mandatory & Optional Facility Site Walks – Week of May 15<sup>th</sup>, 2023
- Proposer Questions/Clarifications due to RTA – June 2, 2023
- RTA Responds to Questions/Clarifications – June 16, 2023
- **Proposals Due – June 26, 2023 by 5:00 p.m. PST**
- Proposers Notified of Staff Recommendations – July 24, 2023
- Bid Protest Period – July 25, 2023 to July 28, 2023
- **RTA Board Award of Contracts – September 6, 2023**
- Contractor Notice of Award/Notice to Proceed – October 2023

#### **Staff Recommendation**

Authorize the RTA Executive Director to solicit proposals from qualified firms to provide HVAC maintenance, pest control, diesel and DEF fueling services, bus stop maintenance and repair services and bus engine replacements for the RTA.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-6

**TOPIC:** Heavy-Duty Diesel-Powered Bus Procurement

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Award a Purchase Order to Gillig, LLC in the amount of \$671,021 for One (1) Gillig 40-foot Low-Floor Heavy-Duty Diesel-Powered Bus

**BACKGROUND/DISCUSSION:**

At its March 1, 2023 meeting, the Board authorized the Executive Director to procure one (1) Gillig 40-foot low-floor heavy-duty diesel-powered bus at a cost not to exceed \$641,798. This procurement will replace an existing 2011 El Dorado BRT heavy-duty diesel-powered 40-foot bus (Vehicle ID#1101), which was purchased used and placed into revenue service on July 1, 2011 (see table below).

<b>Veh ID#</b>	<b>Year</b>	<b>Make/Model</b>	<b>LICENSE</b>	<b>VIN#</b>	<b>Mileage as of 2/15/23</b>
1101	2011	El Dorado BRT 40-ft Bus (Diesel)	1374736	1N9APACL6AC084207	269,519

Quotes for this procurement were solicited through the California Association for Coordinated Transportation (CalACT) and the State of Washington Department of Enterprise Services (DES) cooperative purchasing agreements. As a result of recent Force Majeure price increases, both quotations solicited exceeded the original purchasing estimate of \$641,798. The CalACT quotation exceeded the original project cost estimate and the overall project budget by \$35,228.14. While the Washington State DES proposal also exceeded the original project cost estimate, the price quotation remained within the overall project budget and no additional funding will be needed to proceed with this procurement.

**Diesel Bus Replacement Project Budget: \$690,835**

<b>Cooperative Purchasing Agreement</b>	<b>Price Quote</b>	<b>Difference from Project Budget</b>
CalACT (MBTA RFP#1801)	\$726,063.14	+\$35,228.14
Washington State DES (RFP#2020-06719)	\$671,021.00	-\$19,814.00

Staff recommends awarding the purchase order to Gillig, LLC in the amount of \$671,021.00, through the Washington State DES purchasing contract agreement. No

additional funding is needed to support this purchase. This pricing includes a digital on-board surveillance system, GPS-based automatic vehicle location system, multiplex wiring system, Genfare farebox, radio, and driver airborne disease barrier protection.

**Staff Recommendation**

Authorize Executive Director to award a purchase order to Gillig, LLC in the amount of \$671,021.00 for one (1) Gillig 40-foot low-floor heavy-duty diesel-powered bus.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-7

**TOPIC:** Contract Renewal - AGP Video of Board Meetings

**PRESENTED BY:** Tania Arnold

**STAFF RECOMMENDATION:** Approve a One-Year Contract Extension with AGP Video to Televisе All RTA and SLOCOG Meetings with Costs Shared on a Pro-Rata Basis

**BACKGROUND/DISCUSSION:**

With in-person/hybrid public meetings now a possibility since July 2022, the RTA's video contractor and staff worked cooperatively to produce a revised agreement that reflects the flexibility needed for today's public meetings. The revised agreement among the RTA, SLOCOG and AGP Video provides a work plan and identifies costs to conduct video recording of all meetings. The annual cost to video six bi-monthly RTA meetings (typically includes July, September, November, January, March, and May) is approximately \$5,400-\$11,700 (six meetings at \$750-\$1,750 each, and the Key Point Indexing (KPI) Service to archive six meetings at \$200 each, with no overtime). The low end of the range reflects an in-person only meeting; while the high end of the range reflects the cost of a true hybrid meeting (members attending in person and online via video conferencing). The Contractor and staff worked cooperatively and agreed to a one-year agreement with the same terms as the current agreement that took effect in July 2022 and which was approved by the RTA Board in May 2022.

For comparison purposes, in May 2013, 2014, 2015, 2016, 2017, 2018, and 2021 the RTA Board approved contracts with AGP Video to televise all RTA meetings with costs shared on a pro-rata basis with SLOCOG. The contracts provided video services of \$715 and KPI service of \$150 per regular Board meeting. The SLOCOG Board will consider approval separately at their June 2023 meeting.

The meetings will continue to be broadcast live and replayed on Channel 21, as well as being webcast on the Internet at [www.slo-span.org](http://www.slo-span.org). The SLO-SPAN network, produced by AGP Video, is a public service of Charter Communications and provides televised access of government and other meetings held throughout the county. Additional replays of meetings are cablecast as the schedule permits and are located online at [www.slo-span.org](http://www.slo-span.org). Meeting DVDs can be provided to the public by AGP for a cost not to exceed \$25 per DVD.

**Staff Recommendation**

Approve a one-year contract extension with AGP Video to televise all RTA and SLOCOG meetings with costs shared on a pro-rata basis.

**AGREEMENT TO PROVIDE VIDEO PRODUCTION AND MEDIA DISTRIBUTION  
SERVICES FOR RTA BOARD MEETINGS FOR FISCAL YEAR  
2023/2024**

THIS AGREEMENT is entered into by and between the San Luis Obispo Regional Transit Authority (hereinafter referred to as "RTA") and AGP Video, a California Corporation (hereinafter referred to as "Contractor").

Witnesseth:

WHEREAS, RTA has a need for special services to provide video production services to document the RTA Board meetings and to distribute copies of the video as needed; and

WHEREAS, Contractor is specially trained, experienced and competent to perform such services;

WHEREAS, RTA and Contractor entered into their first agreement prior to 2008 and last updated their agreement on May 4, 2022, and now wish to approve a one-year contract extension, noting that circumstances related to changing technology limit the term to the extension;

NOW THEREFORE, the parties mutually agree as follows:

**I. SCOPE OF WORK**

- A. Without exception Contractor will provide gavel-to-gavel, unedited coverage of all regular RTA meetings held from July 1, 2023, through June 30, 2024. RTA shall provide Contractor with current calendar of scheduled meetings when the calendar is approved.
- B. The agenda item number and agenda description will be presented on the screen only, whenever possible.
- C. Contractor will produce special meetings of the RTA Board as requested by appropriate representatives of RTA.
- D. Contractor will archive all meetings with Key Point Indexing (KPI) within three business days of the meeting date.
- E. Contractor will program the file to play on Charter Channel 21, the Countywide Government channel for cablecast. The initial replay of the meeting will be at 6 pm on the day it is held. The meeting will be scheduled to replay at a variety of times a minimum of six (6) times in the week after the meeting date, and may stay in the program schedule up until the next meeting is held.
- F. Contractor may provide additional copies of the meetings to the public, upon request, at a cost not to exceed \$25 per media. RTA or other agencies requesting copies of additional media will pay \$15 per media.
- G. The work to be done by the contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies and all other items necessary to perform the services required.
- H. The Contractor may provide videotaping, cable casting, web-streaming, or other related services for "special" meetings upon request of RTA.

**II. CONTRACT PERFORMANCE**

- A. The Contractor shall, at all times during the term of this Agreement, provide high quality, efficient, technically-competent and professional service in accordance with the standards of the industry and to the reasonable satisfaction of RTA.

- B. The Contractor will be using San Luis Obispo County equipment to perform work under this contract and will report to the County any problems with the equipment and will maintain and operate the equipment in a professional manner.
- C. Contractor shall, at all times during the contracted events, have at least one employee in the production facility (control room) who has a minimum of two years video production experience in environments similar to that of RTA or the County of San Luis Obispo.
- D. Contractor will ensure that all production employees involved in providing services under this Agreement have been thoroughly trained on use of the County of San Luis Obispo's control room equipment prior to working on an event at the County Government Center.
- E. RTA strongly prefers that Contractor production employees assigned to work on any event under this Agreement have experience in working on video production of at least 4 live government meetings prior to working on any event covered under this Agreement.
- F. Contractor will act with due diligence to meet the following quality production expectations:
  - Camera Takes are to be cut or fade away. There will be no "wipes."
  - Picture in Picture is employed when appropriate.
  - Camera takes are to follow the speaker as quickly as possible.
  - Agenda identification slates are to be displayed as quickly as possible following a subject change and shall display the agenda item number and description and shall comply with all RTA requests regarding captioning.
  - Sound levels are to be kept consistent within the best possible range.
- G. Contractor will meet with RTA on a biannual basis to discuss performance and operational issues and address performance and operational issues identified by RTA. RTA will schedule such meetings and notify Contractor in writing of the established schedule. The frequency of such performance reviews may be reduced at the RTA's discretion.
- H. Contractor will not make any hardware configuration changes to County-owned equipment nor remove any County-owned property from the Board Chambers control room without prior written consent or involvement of the County's Information Technology Department staff.
- I. Contractor will not modify nor upgrade any software used on County owned equipment, including the installation of new releases or patches, without prior consent or involvement of the County's Information Technology Department support staff.
- J. At the conclusion of any/all meetings at the facilities of all other agencies or organizations, Contractor shall return all equipment to predefined, default states. As these states may change from time-to-time, they are not specified within this Agreement.
- K. Production primary recordings are to be digital with an analog back up.
- L. Master copies are to be digital where possible.

### III. EMPLOYMENT STATUS

Contractor shall, during the entire term of the Agreement, be construed to be an independent Contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship.

### IV. COMPENSATION

- Virtual Meeting: no on-site presence, completely remote: \$750 for production \$200 for streaming and archiving: \$950
- On-site meeting, no remote participation: \$800 production; \$200 for streaming and archiving with KPI = \$1000
- On-site meeting, remote participation of audio only: \$850 production, \$200 for streaming and archiving with KPI = \$1050



- On-site meeting, remote participation with audio and video: \$1750 production, \$200 for streaming and archiving.

## V. INVOICES

Contractor shall submit to RTA an invoice detailing the services performed during the preceding period. Contractor shall specify the length of time of RTA sessions separately on each invoice.

## VI. PAYMENTS

RTA shall pay within twenty (20) days after receipt of a complete and accurate invoice of video production/tape distribution activities.

## VII. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### A. Minimum Scope of Insurance - Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office Business Auto Coverage Form Number CA 0001. Code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

### B. Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.

## VIII. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless RTA, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers, and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of RTA, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public

entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide RTA the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

#### IX. TERMINATION OF AGREEMENT

RTA reserves the right to terminate this agreement for convenience, without cause, by the Executive Director at the instruction of the San Luis Obispo Regional Transit Authority, on one-week prior written notice.

#### X. TERM OF AGREEMENT

The effective date of this extension shall be May 3, 2023. The term of the extension shall be for the entire fiscal year 2023/2024 (July 1, 2023 – June 30, 2024).

#### XI. NOTICES

All notices and communications with respect to this Agreement shall be in writing and served as follows:

San Luis Obispo RTA  
253 Elks Lane  
San Luis Obispo, CA 93401  
Attn: RTA Executive Director

AGP Video  
1600 Preston Lane  
Morro Bay, CA 93442  
Attn: Steve Mathieu and Nancy Castle

#### XII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246.

#### XIII. ENTIRE AGREEMENT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

#### XIV. NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of RTA and any such assignment, transfer, delegation or sublease without RTA's prior written consent shall be considered null and void.

#### XV. COVENANT

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

XVI. ENFORCEABILITY

If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVII. WARRANTY OF CONTRACTOR

Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

XVIII. RECORDS

- a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.
- b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Contractor shall prepare and forward such additional or supplementary records as RTA may reasonably request.

ACCEPTED BY:

---

Debbie Arnold  
President, San Luis Obispo Regional Transit Authority (RTA)  
253 Elks Lane, San Luis Obispo CA 93401 (805) 541-2228

---

Date

---

Nancy Castle,  
AGP Video, CFO  
1600 Preston Lane, Morro Bay, CA 93442 (805) 772-2715

---

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

---

Jon Ansolabehere  
RTA Legal Counsel

---

Date

***This Page Left Intentionally Blank***

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-8

**TOPIC:** Revision to Job Descriptions & Minor Reorganization

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Changes to the Maintenance Assistant Manager job description, Elimination of Accounting Technician – Maintenance position, and Addition of the new Facilities Assistant Manager position

**BACKGROUND/DISCUSSION:**

During the Triennial Performance Audit in June 2020, the hiring of a new Parts Clerk position was included in the high-priority recommendations. With the completion of the new Bus Maintenance Facility, staff evaluated how to optimally manage parts in the new shop, and optimally support the various functions in the Maintenance Department. After evaluating staff resources, including staff vacancies, the addition of a Parts Clerk was deemed reasonable to pursue and approved by the Board in May 2022. The position was filled in August 2022.

Since that time, staff has continued to evaluate options for optimizing the management of the various aspects of the Maintenance Department, such as future needs to support electric vehicles, the needs of the RTA facilities – including bus stops – and how to optimize the Parts Clerk function. As a result of this evaluation, staff is recommending adjustments to two positions that will help sustainably support these needs. Changes to the current Maintenance Assistant Manager job description includes a renewed focus on the Mechanic team, especially with the transition to electric vehicles, as well as the safety needs of the Maintenance department. The other recommended change is to current Accounting Technician – Maintenance position, which will be eliminated. Finally, a new Facilities Assistant Manager will assume the tasks vacated by the Accounting Technician – Maintenance Position. The new Facilities Assistant Manager will also facilitate the implementation of the bus stop improvement plan that staff has continued to revise and enhance, and provide direct support for the Utility staff and Parts Clerk in order to properly support the facility needs.

This adjustment would not increase the number of RTA full-time equivalents. The revised Maintenance Assistant Manager and new Facilities Assistant Manager job descriptions are attached, as is a revised organizational chart.

The proposed salary range for the position is:

Step 1:	\$62,133.13
Step 2:	\$65,239.79
Step 3:	\$68,501.78
Step 4:	\$71,926.86
Step 5:	\$74,803.93
Step 6:	\$77,048.04
Step 7:	\$78,589.02

**Staff Recommendation for the Board:**

Authorize changes to the Maintenance Assistant Manager job description, elimination of the Accounting Technician – Maintenance position, and addition of the new Facilities Assistant Manager.

## **San Luis Obispo Regional Transit Authority**

### **Job Description**

**JOB TITLE:** Maintenance Assistant Manager  
**DEPARTMENT:** Maintenance  
**REPORTS TO:** Manager, Maintenance and Facilities  
**FLSA STATUS:** Exempt  
**EFFECTIVE DATE:** May 2023

#### **JOB SUMMARY**

Under supervision of the Manager, Maintenance and Facilities, develops, supervises, evaluates and participates in activities related to the acquisition, preventative maintenance, repair and operation of all RTA vehicles and equipment. Supervises and schedules all work, job assignments for all mechanics and training and safety for all maintenance staff. Coordinates with all departments to ensure that operational demands are being met. Assist staff with troubleshooting and vehicle maintenance as needed and performs related work as assigned.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Knowledge of the principles and techniques of heavy and light-duty vehicle design and mechanical repair.
- Knowledge of the methods, materials and tools required to operate a maintenance shop.
- Knowledge of occupational hazards in a work environment, and maintenance shop safety requirements.
- Performs in a lead/supervisor capacity and front-line person for job assignments, information, training, and policy and procedure implementation and compliance.
- Serves as the first level supervisor in the field; verbally advising staff of correct procedures, and behaviors, and provides input for staff performance and document and report any discipline issues to the Maintenance and Facility Manager.
- The ability to foresee vehicle maintenance issues, communicate and plan accordingly.
- Coordinates outside vehicle repairs and monitor performance of vendors.
- Develop and monitor shop safety written policies and procedures in coordination with RTA safety and training department and outside vendors as needed.
- Reviews work orders in the computerized maintenance software program for accuracy, parts usage, and efficiency.
- Prioritize job assignments throughout the day depending on operational demands, breakdowns, or defects noted on PM's. Subcontract work in coordination with local vendors as work assignments and technician availability requires.
- Review preventative maintenance due and work with on-duty dispatcher and lead mechanics to schedule vehicles for repairs or PMs.
- Coordinate with Parts clerk to Orders stock parts.
- Spot-checks completed work to ensure correctness.
- Monitor communication between maintenance department and operations to ensure communication of vehicle service status.

- Serve as primary lead for tire inventory levels. Reviews parts usage and inventory. Communicate inventory levels and parts needed with Parts Clerk.
- Keeps office and shop safe, clean, and uncluttered.
- Serves as the manager of the maintenance department in the absence of the Manager, Maintenance and Facilities.
- Familiarization of CBA and RTA work rules as it pertains to the maintenance department. Document and report concerns to Manager, Maintenance and Facility.
- Performs related work as required.

## **QUALIFICATIONS**

To perform this job successfully, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Graduation from High School or possession of an acceptable equivalency diploma.
- Minimum 5 years of experience as a journeyman mechanic in automotive, heavy equipment and diesel repair and electrical, hydraulic, and pneumatic systems.
- Minimum 3 years of experience in the supervision of mechanics.
- Strong analytical and problem solving skills.
- Basic computer skills and minimum basic knowledge of Microsoft Office applications.
- Knowledge of industry shop safety and OSHA standards for a heavy duty transit shop.
- Effective oral and written communication and interpersonal skills.
- ASE Certification highly desired.

### **License and/or Certifications:**

Possession of a valid, appropriate (Class B) driver's license and an acceptable driving record.

## **PHYSICAL AND MENTAL REQUIREMENTS**

The essential functions of this job are performed in both a shop environment and outside in various weather conditions, including extreme heat and cold. Work is performed on ladders, around moving vehicles, equipment and machinery with moving parts, under wet and slippery conditions and, occasionally, with hands in water. Employees may be exposed on a daily basis to excessive humidity, a dry atmosphere, intermittent loud noise and vibrations, dust, silica, fumes, smoke, gases, grease, oils, High Voltage vehicles and charging equipment, electrical energy, high pressure and flammable gases and toxic and/or caustic chemicals.

On a daily basis, the essential functions of the job require employees to climb ladders, stoop, kneel, crouch, stand, and walk and occasionally to crawl into confined spaces; to extend arms and use upper extremities, finger dexterity and hand strength to reach, pick, pinch and grasp tools and controls and/or to feel the attributes of objects; to lift, and carry objects weighing up to 50 pounds; to push and pull objects weighing up to 150 pounds; to hear and talk to receive and communicate instructions and other information; to rotate neck left and right and bend neck forward and backward; to bend and twist torso; to read and see objects clearly within one foot to arms length, and occasionally to twenty feet, requiring a full field of vision and good depth perception with the ability to adjust focus and distinguish basic colors and shades of color; and to operate vehicles and equipment requiring the use of both feet and hands.



## **San Luis Obispo Regional Transit Authority**

### **Job Description**

**JOB TITLE:** Facilities Assistant Manager  
**DEPARTMENT:** Maintenance  
**REPORTS TO:** Manager, Maintenance and Facilities  
**FLSA STATUS:** Exempt  
**EFFECTIVE DATE:** May 2023

#### **JOB SUMMARY**

Under the supervision of the Manager, Maintenance and Facilities, develops, supervises, evaluates and participates in activities related to the acquisition, preventative maintenance, repair and operation of all RTA facilities maintenance. Supervises and schedules all work, job assignments for all Utility staff and Parts Clerk in support of the RTA's facility and vehicle needs. Perform a variety of accounting duties related to accounts payable associated with the maintenance department, vehicle maintenance work order entry, and maintenance software reporting and upkeep. Support the fare revenue collection and reconciliation in coordination with other RTA staff. Supports the RTA in procurement, purchasing and request for proposal/bid processes, and audit support as needed.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Knowledge of the principles and techniques of facility maintenance and repair.
- Knowledge of the methods, materials and tools required to operate an vehicle wash and detail bay.
- Knowledge of occupational hazards in a work environment, and maintenance shop safety requirements.
- Performs in a lead/supervisor capacity and front-line person for job assignments, information, policy and procedure implementation, and compliance, including periodic quality control reviews.
- Serves as the first level supervisor in the field; verbally advising staff of correct procedures, and behaviors, and provides input for staff performance and document and report any discipline issues to the Maintenance and Facility Manager.
- Develops and maintains employee training manual and annual facility maintenance documentation.
- Provides clerical and technical administrative support to the purchasing and contracting process for various projects, parts, supplies and services (including but not limited to: scope of work, bid package, initial walkthrough, work inspection, final walkthrough).
- Prioritize job assignments throughout the day depending on operational demands (including such items as bus stop needs and bus sanitization needs). Subcontract work in coordination with vendors as work assignments and staff availability requires.
- Perform a variety of accounting functions including supporting the fare revenue collection and reconciliation, preparation of fare deposits, and appropriate audits as scheduled.
- The ability to foresee bus stop and facility maintenance issues, communicate and plan accordingly.
- Supports and ensures compliance with the safety programs developed by the Maintenance Assistant Manager in coordination with the RTA safety and training department and outside vendors as needed.
- Generates work orders in the computerized maintenance software program as it relates to vehicle and facility preventative maintenance; schedules and prioritizes daily work for Utility Workers and Parts Clerk.

- Checks work orders for completion and accuracy. Closes out work orders daily.
- Reconcile work orders, mileage, vehicle fueling transactions, and other various reports for use by other RTA departments.
- Manage communication between Utility staff and Parts Clerk with the Maintenance Assistant Manager to ensure communication of facilities needs and vehicle needs associated with the cleaning.
- Keeps office and shop safe, clean and uncluttered.
- Manage facility maintenance program including bus shelter/stop maintenance.
- Oversee input of parts into computer by Parts Clerk.
- Familiarization of CBA and RTA work rules as it pertains to the maintenance department. Document and report concerns to Maintenance and Facility Manager.
- Performs related work as required.

## **QUALIFICATIONS**

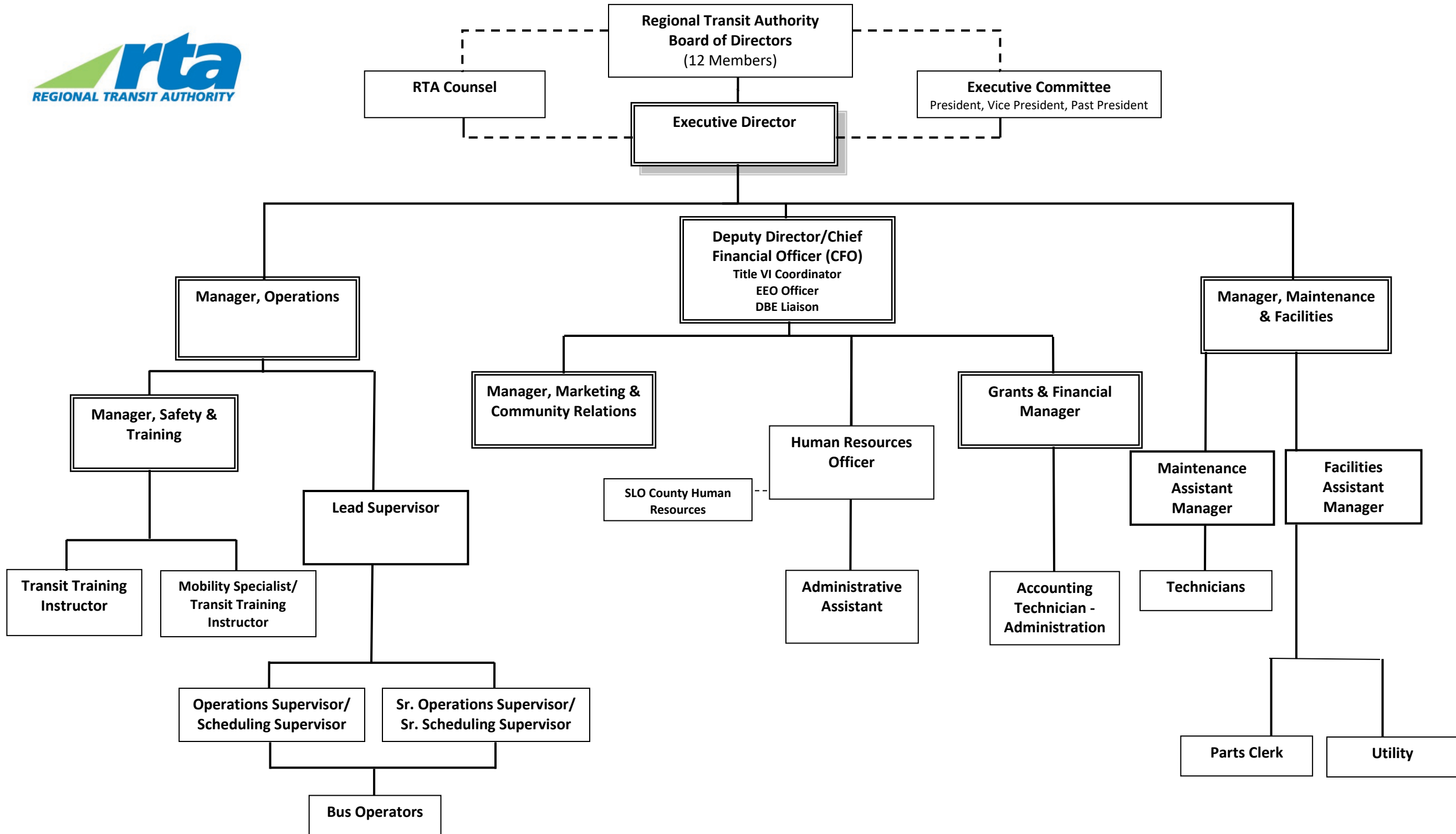
To perform this job successfully, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Graduation from High School or possession of an acceptable equivalency diploma.
- Methods, procedures and terminology used in professional accounting work
- Minimum 3 years of supervisory experience.
- Minimum 2 years of experience in administering purchasing related process.
- Financial and statistical record-keeping techniques.
- Financial analysis and projection techniques.
- Strong analytical and problem-solving skills.
- Operation of a computer and assigned software.
- Effective oral and written communication and interpersonal skills.

## **PHYSICAL AND MENTAL REQUIREMENTS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to use hands to fingers, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk; sit; climb or balance and stoop, kneel, crouch, or crawl; to hear and talk to receive and communicate instructions and other information; to rotate neck left and right and bend neck forward and backward; to bend and twist torso; to read and see objects clearly within one foot to arm's length, and occasionally to twenty feet, requiring a full field of vision and good depth perception with the ability to adjust focus and distinguish basic colors and shades of color. The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. The essential functions of this job are performed in an inside office environment as well as a shop environment, which can include outside locations in various weather conditions, including extreme heat and cold.



***This Page Left Intentionally Blank***

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM: A-9**

**TOPIC: County Auditor/Controller Services**

**PRESENTED BY: Tania Arnold, Deputy Director/CFO**

**STAFF RECOMMENDATION: Approve Agreement for County Auditor/Controller Services**

**BACKGROUND/DISCUSSION:**

Each fiscal year, the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector’s office provides the RTA services related to general accounting, accounts payable, and accounting support. The attached services agreement notes their responsibilities as well as the responsibilities of the RTA, including to inform them of significant noncompliance, fraud and/or error immediately upon discovery.

**Staff Recommendation**

Approve the attached service agreement with the County of San Luis Obispo Auditor – Controller, Treasurer – Tax Collector for services during fiscal year 2023-2024 for \$6,740, and authorize the RTA Board President and Executive Director execute the agreement.

***This Page Left Intentionally Blank***



April 1, 2023

To the Board of Directors and Management  
San Luis Obispo Regional Transit Authority (SLORTA)

We are pleased to confirm our understanding of the terms and costs of our services under this agreement for the 2023-2024 fiscal year.

### Scope of Services

We will provide the following services:

1. **General Accounting** - includes use of the County's centralized accounting system and recording of financial system entries submitted by the agency. Transactions will be reviewed for authorization by appropriate agency personnel prior to processing. In addition, access to the accounting system's financial reports will be available to the agency as needed.
2. **Accounts Payable** - includes processing payment claims by warrant or ACH. Claims will be reviewed to validate two authorized agency signers have approved the payment prior to processing, recording, and mailing payments. Any invoices submitted with payment claims will be scanned and archived for retention. Review of invoices for mathematical accuracy and appropriateness of expenditure is not part of this service agreement.
3. **Accounting Support** - includes recording your Agency's budget, ensuring expenditures do not exceed authorized budget, responding to routine inquiries, working with external auditors, and replying to bank confirmations.
4. **Term** - Our services and responsibility end on June 30, 2024.

### Our Responsibilities

Notwithstanding, and in addition to, responsibilities assigned to the Auditor-Controller and Treasurer under the SLORTA JPA, our responsibility under this service agreement is to perform the services enumerated above. We will not audit accounting entries, payment claims or budget transactions, nor will we validate the appropriateness of accounting transactions or claims for payment. Our service does not include annual preparation of 1099's or preparation of payroll reports.

Our services are not designed to detect instances of fraud, noncompliance with laws or regulations or significant errors; however, we will communicate to you any known and suspected fraud, noncompliance with laws or regulations or significant errors that come to our attention.

Your Responsibilities

You are responsible for (1) ensuring all transactions are submitted and/or approved by authorized staff, (2) reviewing all transactions prior to submittal to ensure appropriateness of the expenditure, compliance with laws or regulations and to check for significant errors and fraud, (3) retaining all source documents, and (4) providing all Board authorized budgets and budget amendments. You are encouraged to routinely provide accounting reports and payment registers to your Board for review.

You agree to inform us of significant noncompliance, fraud and/or errors immediately upon discovery.

For all services we provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, and/or experience to understand the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Annual Cost and Billing

The annual cost for the services identified above is \$6,740. The cost increase over the prior year is attributed to a change in the Consumer Price Index (CPI-U) of 7.7%, based on the Los Angeles-Riverside-Anaheim region and using July as a base month. Your agency will be billed by journal entry during the first quarter of the fiscal year for the entire annual costs. A copy of the journal entry will be provided to your agency.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarized the significant terms of our agreement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements.

Sincerely,



James W. Hamilton, CPA  
Auditor-Controller-Treasurer-Tax Collector

Authorized Signature Director \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature Board Chair \_\_\_\_\_ Date \_\_\_\_\_



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-10

**TOPIC:** Procurement of Joint Short Range Transit Plans Professional Services

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Authorize Executive Director to Issue a Request for Proposals to Conduct a Joint Short Range Transit Plan Study

**BACKGROUND/DISCUSSION:**

The RTA and the City of San Luis Obispo jointly developed consultant-led Short-Range Transit Plans during 2015 and 2016. However, those 5- to 7-year “roadmaps” have expired. More importantly, the transit universe has changed drastically as a result of changed travel demand/patterns caused by the COVID-19 pandemic. In addition, the SRTPs guide and authorize the funding splits for Federal Transit Administration (FTA) formula funds apportioned in the San Luis Obispo urban area. As such, it is imperative that new Short-Range Transit Plans (SRTPs) be developed for each agency.

The RTA secured \$200,000 in FTA Section 5307 funds to pay 80% of the costs to jointly complete the SRTPs. The 20% local match will be provided equally by the City and the RTA (\$25,000 each). The RTA will serve as the lead agency for the project, with its Executive Director serving as the Project Manager. Officials from SLO Transit will review, comment and approve all documents to ensure the City’s interests are protected prior to execution of any contract documents and/or publication of any study materials.

As shown in the Proposal Schedule in the attached draft Request for Proposals, the procurement document would be published on June 21<sup>st</sup>, proposals would be due on August 2<sup>nd</sup>, and staff’s recommended consultant team would be presented to the RTA Board at its September 4<sup>th</sup> meeting. Sticking to this schedule is important, since it leaves little time for the consultant team to finalize on-bus passenger survey instruments and develop resource plans so that the surveys can be completed in October to provide a meaningful comparison to previous survey efforts (October and March are considered “typical” months, since they are long months and have no national holidays).

Once a contract is executed with the consultant team, it will take approximately 12 to 18 months to complete the study. No additional funds are being requested.

**Staff Recommendation**

Authorize the Executive Director to issue a Request for Proposals to conduct a Joint Short Range Transit Plan Study

**San Luis Obispo Regional Transit Authority (RTA) Request for  
Proposals**

# **Joint Short Range Transit Plans for RTA and SLO Transit**

**Proposal Release Date**

**June 21, 2023**

**Proposal Submittal Due Date**

**August 2, 2023 at or before 5:00 pm (PST)**

All parties interested in participating in this procurement must register in the PlanetBids website portal. Questions regarding the solicitation process and the scope of work should be submitted through PlanetBids no later than 5:00 p.m. on July 14, 2023. These questions, along with their answers, will be posted on the PlanetBids website.

## **Table of Contents**

<b>SECTION I – PROPOSAL SCHEDULE .....</b>	<b>3</b>
<b>SECTION II – INTRODUCTION &amp; BACKGROUND .....</b>	<b>4</b>
<b>SECTION III – SCOPE OF WORK .....</b>	<b>5</b>
<b>SECTION IV – GENERAL INFORMATION .....</b>	<b>19</b>
<b>SECTION V – FORMAT OF PROPOSALS .....</b>	<b>23</b>
<b>SECTION VI – SELECTION PROCESS .....</b>	<b>27</b>
<b>RFP CHECKLIST .....</b>	<b>30</b>
<b>ATTACHMENT A – COST PROPOSAL .....</b>	<b>31</b>
<b>ATTACHMENT B – REFERENCES .....</b>	<b>32</b>
<b>ATTACHMENT C – DESIGNATED CONTACT LIST .....</b>	<b>33</b>
<b>ATTACHMENT D – DRAFT PROFESSIONAL SERVICES AGREEMENT .....</b>	<b>34</b>
<b>ATTACHMENT ONE – INSURANCE REQUIREMENTS .....</b>	<b>42</b>
<b>ATTACHMENT TWO – FEDERALLY REQUIRED CONTRACT CLAUSES .....</b>	<b>44</b>

## **SECTION I – PROPOSAL SCHEDULE**

Wednesday June 21, 2023.....	Publish RFP
Friday July 7, 2023.....	Non-mandatory pre-proposal meeting
Friday July 14, 2023.....	Possible amendments to Scope of Work following publication of SLO Transit Innovations Plan
Friday July 21, 2023.....	Questions/clarifications due
Wednesday July 26, 2023.....	Answers to questions
Wednesday August 2, 2023 .....	Proposals due
Wednesday August 16, 2023 .....	Short-listed firms notified
Wednesday August 23, 2023 .....	Proposer Interviews (If Needed)
Week of September 4, 2023.....	Final Selection and Notice to Proceed

### **Proposal Process and Scope of Work Questions:**

The San Luis Obispo Regional Transit Authority (RTA) uses PlanetBids for the advertisement and administration of procurements. As such, all interested parties must register at <https://pbsystem.planetbids.com/portal/50213/portal-home> to become and remain eligible to participate in this procurement. Proposers are encouraged to submit questions, through PlanetBids, regarding the RFP by 5:00 p.m. Wednesday August 2, 2023. These questions, along with the RTA's responses, will be posted on PlanetBids by so that registered proposers can observe all questions and the RTA's answers.

## **SECTION II – INTRODUCTION & BACKGROUND**

### **A. INTRODUCTION**

The San Luis Obispo Regional Transit Authority (RTA), in coordination with the City of San Luis Obispo Public Works Department (operating as SLO Transit), intends to retain a qualified and committed professional transportation planning firm or team of firms to prepare the *RTA and SLO Transit Joint Short Range Transit Plans* (Joint Plans). The Joint Plans planning horizon is from FY24-25 through FY30-31. The specific work requirements are detailed in SECTION III SCOPE OF WORK.

### **B. BACKGROUND**

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides regional fixed-routes along primary roadway corridors throughout San Luis Obispo County, including: Paso Express Routes A and B; RTA Routes 9, 10, 12, 14, 15; and South County Transit Routes 21, 24, 27 and 28. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed-route providers in the County, as well as demand response services in Nipomo, Paso Robles, and Shandon/Templeton. The RTA operated/administered fixed-route services (including year-round South County Transit and Paso Express, and seasonal Avila Trolley) boarded 877,614 passengers in FY18-19, and we boarded 56,546 passengers on demand response services in FY18-19. In contrast, due to the COVID-19 pandemic, those figures dropped to 501,956 and 24,268 in FY20-21, respectively. Ridership rebounded slightly to 620,385 and 32,040, respectively, in FY21-22.

SLO Transit, a City entity with service operation and maintenance contracted to First Transit, provides fixed-route bus service throughout the City of San Luis Obispo and on the California Polytechnic University (Cal Poly) campus. SLO Transit operates a total of seven regular bus routes on weekdays, six routes on Saturdays, and four routes on Sundays, as well as a Downtown Trolley Thursdays through Sundays. Five routes operate Monday through Friday evenings during the school year. SLO Transit provided 1,147,748 boardings on its fixed-route services in FY13-14.

### **C. RTA RIGHTS**

The RTA reserves the right to cancel this Request for Proposals (RFP) or postpone the date and time for submitting proposals at any time prior to the proposals due date. The RTA specially reserves the right to reject any or all proposals including, without limitation, nonconforming, nonresponsive, or conditional proposals, to investigate the responsibility of any Proposer, to reject any provisions in any proposal, to waive any informalities or non-material deviations in any proposal, to request new proposals, or to proceed to obtain the services otherwise. No Proposer shall have the right to make a claim against the RTA in the event the RTA accepts a proposal or does not accept any or all proposals.

## **SECTION III – SCOPE OF WORK**

The primary objectives of the Joint Plans effort are as follows:

1. To assess the current and projected conditions (demographic, socioeconomic, land use and operating) in the study area.
2. To assess RTA and SLO Transit services in light of existing goals, objectives and standards to determine appropriate and sustainable service levels.
3. To develop a financially constrained plan for the two services, in light of projected economic conditions and opportunities for coordination/consolidation (where warranted).
4. To identify and make recommendations for individual and joint service efficiencies, systems integration, and cost-sharing opportunities.

A Study Steering Committee will be assembled for this Joint Plans study effort, and it will be comprised of two staff persons from both the RTA and SLO Transit, as well as one SLOCOG staff person.

A total of eight Working Papers described below will be presented for advice and recommendations to the following existing Advisory Bodies:

1. The RTA's Regional Transit Advisory Committee (RTAC), and
2. SLO Transit's Mass Transportation Committee (MTC).

Both of these Advisory Bodies are already fully-functioning and active committees, comprised of community members appointed by each respective governing body. A broad range of stakeholders are represented on these Advisory Bodies, including other transit agencies in the county, disabled community members, senior citizens, bus riders, business representatives, technical representatives, and representatives from the Cal Poly and Cuesta College campuses.

To encourage robust public participation beyond that required in the RTA's and SLO Transit's existing public participation policies, focused efforts will be undertaken at key points in the Joint Plans study process. At a minimum, a joint RTAC/MTC meeting will be conducted to consider and recommend acceptance of the 1<sup>st</sup> Working Paper (overview of existing systems) and 4<sup>th</sup> Working Paper (operating and budget plans). An additional joint RTAC/MTC meeting will be conducted to consider recommendation of the draft Joint Plans for acceptance by each agency's governing board. The consultant will provide a Spanish-speaking interpreter at all public meetings, and will translate any public notices into Spanish. These meetings will be preceded by enhanced public outreach efforts facilitated by/coordinated among the two transit agencies to seek input from the transit riding and non-riding communities. In order to engage riders and other stakeholders further in this

process, all agencies will include information about the projects on their website, as well as ongoing communications through emails and social media accounts. The RTA and SLO Transit will include progress reports using Rider Alerts inside the buses.

A summary of the tasks for the Joint Plans are provided below:

1. Project administration
2. Confirm project goals and finalize scope of services and work plan / schedule
3. Overview of transit systems
4. Goals, objectives and standards applicable to each system
5. Service and system evaluations
6. Operations and marketing plans and budgets
7. Capital improvement programs
8. Analyze Joint Coordination between the RTA and SLO Transit
9. Draft Joint Plans
10. Final Joint Plans

The sections below detail each task with related task deliverable information and responsible parties. All interim documents must be provided in MS Word and MS Excel to facilitate comments from the Joint Plans Steering Committee. In addition, all interim and final documents will be provided in PDF format to facilitate sharing with the public on each agency website.

### **Task 1.0 Administer the Joint Plans Project**

The Joint Plans Project Manager is the RTA Executive Director. The Project Manager will work closely with the respective SLO Transit and SLOCOG point person to manage this Joint Plans study that is primarily funded using Federal Transit Administration Section 5307 funds.

Based on evaluation criteria spelled out in this RFP package, the Steering Committee members will rank the technical submittals independently and then convene to discuss findings and recommendations. Once the final technical rankings are summarized, the cost proposals will be ranked and the Steering Committee will make a recommendation for final award by the RTA Board Directors.

During the study period, the selected consultant will submit to the RTA Project Manager a written summary of the Joint Plans status with a complete itemization of charges on a monthly basis.



Task 1.0 Administer the Joint Plans Project	Deliverables	Lead Role(s)
RFP and Consultant Selection	Outreach to consultant networks; team selection; panel interviews; and final contract award by policy board	<i>Joint Plans Steering Committee and prospective consultant teams</i>
Monthly status report	Invoices and processing	<i>Consultant; the RTA; City</i>

## **Task 2.0 Confirm Project Goals and Finalize Scope of Services and Work Plan**

Kick off meeting with the RTA / SLO Transit / SLOCOG and selected consultant(s) to negotiate final task budget and determine final schedule with milestones and deliverables.

Task 2.0 Plan Goals and Scope/Budget Adoption	Deliverables	Lead Role(s)
Kick off meeting	Meeting agenda and minutes; finalized budget and detailed project schedule	<i>Consultant</i>

## **Task 3.0 Overview of Transit Systems**

Selected consultants will work with the RTA, SLO Transit and SLOCOG to prepare an overview of the existing transit systems in the area, specifically:

1. Brief History
2. Governance
3. Organizational Structure (use graphic format)
4. Transit Services provided and Areas Served – Describe fixed-route, demand responsive, and connecting services and areas served, and the number of weekday peak vehicles required for each type of service.
  - A. Fixed-route services, including local, regional, express & other services.
  - B. Demand responsive (includes operator-provided services and services provided under partnership agreements).

- C. Connecting services provided by others in San Luis Obispo County and adjacent counties (including Monterey-Salinas Transit in Monterey County; SMOOTH and Santa Maria Regional Transit in Santa Barbara County; Ride-On Transportation, Senior GO!, Atascadero Dial-A-Ride, and Morro Bay Transit in SLO County).
5. Fare Structure – For fixed-route and demand responsive services, and agreements for inter-operator transfers.
6. Revenue Fleet – Provide a general description of the revenue vehicle fleet and peak vehicle pull-out by agency. Identify the non-revenue fleet separately for each agency.
7. Existing Facilities – Describe individual or grouped facilities, including administrative, maintenance and fueling capabilities (fossil fuel and zero-emission), vehicle storage, park & ride, and bicycle facilities.
8. Review of the status of Findings and Recommendations made in recent plans or studies. All of these plans and studies can be downloaded from [www.slocog.org](http://www.slocog.org) or transit agency websites. These documents include:
- a. US-101 North SLO County Comprehensive Multimodal Corridor Plan (SLOCOG lead; *launching in late 2022*)
  - b. 2023 Regional Transportation Plan (SLOCOG lead; *in progress*)
  - c. 2022 SLO Transit Innovations Plan<sup>1</sup> (City lead; *in progress*)
  - d. 2022 SLO Transit Program Analysis (City lead)
  - e. 2022 SLO County Coordinated Human Services Public Transportation Plan (SLOCOG lead)
  - f. 2022 Transportation Efficiency Analysis Study (SLOCOG lead)
  - g. 2021 U.S. 101 SLO to Santa Maria Multimodal Corridor Plan (Caltrans District 5 lead)
  - h. 2021 Regional Active Transportation Plan (SLOCOG lead)
  - i. 2020 Active Transportation Partnership Program Safe Routes to School Plan (SLOCOG lead)
  - j. 2020 SLO County First and Last Mile Wayfinding Report (SLOCOG lead)
  - k. 2020 South County Transit Short Range Transit Plan (RTA lead)
  - l. 2020 SLO County Rural Dial-A-Rides Transit Plan (RTA lead)
  - m. 2020 SLO Regional Zero Emissions Bus Implementation Plan (SLOCOG lead)
  - n. 2020 RTA Strategic Business Plan (RTA lead)
  - o. 2019 Regional Transportation Plan (SLOCOG lead)
  - p. 2019 Regional Housing Needs Allocation Plan (SLOCOG lead)
  - q. 2018 RTA Electrification-Readiness Plan (RTA lead)

---

<sup>1</sup> The SLO Transit Innovations Plan will be completed in July 2023. It is likely the Scope of Services will be amended to include the findings/recommendations of this on-going study.

- r. 2016 RTA and SLO Transit Short Range Transit Plans (RTA lead)
- s. 2014 US 101 Mobility Master Plan (SLOCOG/Caltrans lead)
- t. 2014 Land Use and Circulation Element Update (City lead)
- u. The last two sets of TDA triennial performance audits for each agency
- v. The last three sets of SLOCOG Unmet Transit Needs reports
- w. Transit Asset Management (TAM) Plans for each agency

Task 3.0 Overview of Transit Systems	Deliverables	Lead Role(s)
Overview of existing systems, highlighting changes made since the last Plans were adopted. Status of recommendations from other plans or studies	Working Paper #1: History, governance, service types, fare structures, capital assets	<i>Consultant, with input from the RTA, SLO Transit, advisory bodies, and other stakeholders</i>

#### Task 4.0 Goals, Objectives and Standards

1. Taking into account recent triennial performance audits and any new findings, the process for establishing, reviewing, and updating goals, objectives, and standards will be outlined. Particular attention will be provided to assess current service levels against pre-COVID levels, as well as new goals/objectives to regain ridership lost due to the pandemic. Goals and objectives should be comprehensive and address all major areas of operator activities, including principles, standards and guidelines under which new service would be implemented. Performance standards should be measurable, and should address both the efficiency and effectiveness of the services provided by the operator.
2. Once the consultants have issued a draft product on recommended changes to the prior goals, objectives and standards, as well as recent performance in relation to the standards, the Steering Committee will meet to explore areas where common goals or objectives might be desirable and feasible to achieve in the near or longer terms. The results of this meeting will be presented in public meetings by the RTA project manager to the Advisory Bodies (the RTAC and MTC meet in settings that are open to the public and encourage community discourse).
3. Portray and discuss new or revised goals and related objectives and standards; identify changes from prior SRTPs. Provide suggested changes to RTA Strategic Business Plan and City of San Luis Obispo General Plan (related to transit goals, objectives and standards).

Task 4.0 Goals, Objectives and Standards	Deliverables	Lead Role(s)
Update each agency's mission statement as well as previous goals, objectives and standards, and look for possible common goals between the two systems	Working Paper #2: Matrices to compare prior goals, objectives and standards with newly recommended ones by system with supporting narrative	<i>Consultant, with staff input</i>

## Task 5.0 Service and System Evaluation

1. **Service Standards:** Evaluate route-level and system-wide performance against current service standards. Describe the evaluation process. Evaluate the four most recent fiscal years for which complete data is available. At a minimum, evaluate performance measures relating to effectiveness and efficiency. Key performance measures should include at a minimum passengers per revenue vehicle hour, passengers per revenue vehicle mile, percent of bus trips with standing passenger loads, operating cost per revenue vehicle hour, operating subsidy per passenger-trip, farebox recovery ratio, average fare, deficit per passenger, and on-time performance.
2. **Demographic and Transit Standards Analysis:** Create a "transit score" map in order to spatially analyze several transit-oriented demographic and socioeconomic characteristics at the same time. These data should be gleaned from US Census, State of California, and other generally-accepted public data published for SLO County. The transit score is a relative measure of how successful a fixed-route transit system is expected to be in a particular region. Transit-oriented variables (such as proximity to an existing bus stop) to be used for the analysis should include:
  - a. Population density
  - b. Density of the population under the age of 18
  - c. Density of the population over the age of 65
  - d. Percentage of the population with disabilities
  - e. Median household income
  - f. Percentage of the population living below the poverty level
  - g. Percentage of zero-car households

Each of these variables has a strong correlation with transit success. Transit scores will be mapped by geographic unit and quantile classification to show where demographic and socioeconomic variables lend themselves to potential transit success.

3. **Review of past service:** A retrospective portrayal of performance (e.g., prior five to ten years) may be warranted to exemplify trends, especially if deviations from service standards are found. Particular attention will be provided to compare pre-pandemic service levels to current service levels.
4. **Surveys:** Conduct passenger surveys on all RTA operated fixed-routes (including RTA Routes 9, 10, 12, 14 and 15; Routes 21, 24, 27 & 28 in South County; and Routes A & B in Paso Robles), Nipomo Dial-A-Ride, Paso Dial-A-Ride, Shandon/Templeton Dial-A-Ride, RTA Runabout services, and on all SLO Transit fixed-routes. The surveys will be provided in English and Spanish, and will include an on-board attitudinal survey of passengers, as well as transfer activity, on-time performance measurement, and boarding/alighting counts. **The passenger surveys will be completed in the month of October 2023.**
5. **Public Opinion Surveys:** The consultant will develop an online survey that will be offered to employees at our jurisdiction partners (seven cities and SLO County), as well as Cal Poly, Cuesta College, SLO Rideshare, and other agencies deemed appropriate in consultation with the Study Steering Committee. The link will also be published on the RTA and SLO Transit websites.
6. **Stakeholder Meetings:** Conduct stakeholder meetings and bus operator Drop-In sessions.
7. **Recap of Miles, Hours & Ridership:** Provide a five-year retrospective of RTA and SLO Transit revenue service hours, revenue service miles, and ridership by Route and Service Type. Evaluate and discuss significant changes.
8. **Paratransit Performance:** Identify Runabout paratransit services provided in compliance with the paratransit provisions of the Americans with Disabilities Act (ADA).
9. **FTA Triennial Reviews:** Provide the dates of the two agencies' most recent FTA Triennial Reviews, and describe related remedial actions undertaken or currently underway in response to those reviews.
10. **TDA Performance Audits:** Provide the dates of the two agencies' most recent TDA Performance Audits, and describe related remedial actions undertaken or currently underway in response to those audits.

Task 5.0 Service and System Evaluation	Deliverable	Lead Role(s)
Evaluation of current services and summaries at system level	Working Paper #3: Comprehensive analysis of quantitative and qualitative performance trends for both agencies by service type; tabulation and graphic illustration of survey responses with comparison to the most recent surveys applicable to each service	<i>Consultant</i>

## **Task 6.0 Operations and Marketing Plans and Budgets**

This task is divided into three sub-tasks. A set of three formal Public Meetings (one each in north, central and south county) will be conducted at the end of Sub-Task 6-1 to present findings of previous Tasks, to solicit input on potential service plan changes and changes to capital facilities and assets (i.e., buses and intelligent transportation solutions), and to provide details of how each service plan element would impact future budgets. The information and preliminary findings will also be placed on all three agency websites and broadcast via stakeholder emails and social media tools available thru the RTA, SLO Transit, SLOCOG and Regional Rideshare lists.

### **Sub-Task 6.1: Transit Operations Plans**

The operations plans set forth the intentions to provide fixed-route and demand response services over the Joint Plans period (i.e., the next seven years). Document the ongoing evaluation of services and systems with respect to existing and proposed new goals, objectives and standards, and legal and regulatory requirements, subject to financial constraints for both transit agencies.

1. Describe the modes and types of transit services to be operated over the seven-year Joint Plans period. Separately identify service provided in partnership with others.
2. Separately describe planned new fixed-route activities or service changes relative to the impact on ADA complementary paratransit services. For example, a route to a new area would require expanding the Runabout service area, and the consultant should provide estimated operating and capital costs.
3. It is possible that the 2020 Census results could negative impact Federal Transit Administration (FTA) Section 5307 funding levels in SLO County – particularly in the existing El Paso de Robles – Atascadero Urbanized Area. As such, the consultant

should present service recommendations that include scenarios that assume: 1) reduced FTA funding, 2) no significant change in Transportation Development Act (TDA) or FTA funding, and 3) additional TDA and/or FTA funding.

4. Separately describe any proposed revisions or improvements to fixed-route services intended to enhance their usage by persons with disabilities and/or older adults.
5. If reductions in service levels are required in order to achieve a balanced operating budget, describe the reductions and assess their impact on the affected service areas and communities.
6. Portray the levels of service planned, as well as impacts to ridership. Provide in tabular format (or other graphic format) to portray planned levels of service hours and service miles, as well as a narrative description.
7. Describe and discuss planned (not yet implemented or underway) service changes in response to the most recent federal Title VI reports and/or FTA Triennial Reviews.
8. Conduct separate Peer System Analyses for the RTA and SLO Transit using a list of candidate systems to assess the performance relative to a group of similarly-sized transit systems. Present the analyses in three parts: describe the process to select the group, present the analysis of performance indicators, and discuss the results of the analysis.
9. Present all of the above in jpeg color-coded map formats for the outreach part of this Joint Plans as well as presentation in public forums to the Advisory Bodies and the Policy Boards.

#### Sub-Task 6.2: Transit Operations Budget and Financial Projections

Demonstrate that the planned level of transit service over the 7-year planning period, including rehabilitation and replacement of capital assets, is sustainable. Take into consideration the following:

1. Expense forecasts with inflation rates.
2. Federal, State, Regional and Local revenue projections consistent with the 2014 Update to the Regional Transportation Plan financial assumptions.
3. Potential changes or further streamlining of fare policies for better integration among both systems, including Monterey-Salinas Transit and Santa Maria Regional Transit services.
4. Labor or service agreements.

5. Competitive demands on funding, and with a close look at SLOCOG regional priorities as well as FTA formula fund allocation policies.

The budget (structured into two separate sections: one RTA budget and one SLO Transit budget using similar formats) should reflect a “baseline” level of service, taking into consideration the existing levels of service at the time of publication of the Joint Plans. Committed service changes must also be defined, with their expenses and revenues separately identified in the operating and capital financial plan tables or charts.

The narrative must specifically explain, and the spreadsheet clearly isolate in the appropriate year, by mode, any major change in service hours and miles due to deployment of new service or major service reductions.

The narrative must specifically explain, and the spreadsheet clearly isolate by year (e.g., through individual line items) the following:

1. Change in fare revenue due to a fare increase or decrease.
2. Change in fare revenue due to a change in the level of service.
3. Change in expenses due to a change in the level of service.
4. Change in expenses due to a labor or service contract change.

All assumptions that relate to expenditure and revenue estimates must also be documented.

1. The operations budget must be sustainable and balanced each year over the 7-year period.
2. Where increases in local revenues (e.g., fares, sales taxes, general fund revenues) are required in order to sustain existing service levels, describe and discuss the steps and timelines needed to achieve the revenue increases, and the contingent policies and actions that will be taken if the proposed revenue increases do not materialize.
3. Fixed-route and demand responsive services will be portrayed separately by distinct service and service provider. The consultant will separately identify funding sources and amounts to support operating budgets for ADA complementary service, and any other paratransit or demand responsive services available to older adults and/or persons with disabilities.
4. If applicable, discuss the use of FTA Section 5307, 5310, 5311, 5311f and 5339 funding under the current Bipartisan Infrastructure Law. Anticipated CMAQ funds will also be presented. The consultant will provide a description of post FAST Act assumptions (some of these assumptions have been developed by SLOCOG for the update to the 2019 RTP that is scheduled for adoption in early 2023).



5. Separately identify and describe funding contributions (expended or received) for services provided in partnership with other transportation providers in the county, as well as with educational institutions or other social services partners in the public or private sectors.
6. The multi-year operating budget shall utilize the draft SLOCOG 2023 RTP 20-year projections of regional operating revenues.

#### Sub-Task 6.3: Marketing Plans

Transit services typically have a very definitive market, defined by the social and economic make-up of the areas they serve, as well as the type of service provided. The marketing plans should reflect the role that transit plays in the community and service area by targeting current and potential users, and will focus on community outreach with this transit market in mind. By reaching target markets with published and/or electronic materials and literature the community will gain a higher level of understanding of the transit service provided, and passengers will receive valuable information to assist in their use of the system, potentially leading to an increase in ridership and service productivity.

The consultant will conduct a market assessment by building on the service area profile and the results from the passenger/stakeholder surveys completed in Task 5 above. A strengths and challenges discussion will include details on marketing efforts/campaigns completed by the RTA and SLO Transit over the past four complete fiscal years. Develop strategies to increase public awareness of existing transit services, including a list of marketing objectives for the RTA and for SLO Transit. Develop recommended annual marketing campaigns and budgets for each agency, as well.

Task 6.0 Operations Plans and Budgets		
Sub-tasks	Deliverables	Lead Role(s)
6.1 Transit Operations Plans	Working Paper #4: Detailed description of existing services and recommended changes to reasonably meet future demand in the study area	<i>Consultant, using input from Steering Committee and Advisory Bodies (in joint session)</i>
6.2 Operating Budgets & 7-Year Financial Projections	Working Paper #5: Detailed description of existing and projected funds available to the RTA and SLO Transit during the Joint Plans 7-Year period	<i>Consultant, using input from the Steering Committee and Advisory Bodies</i>
6.3 Marketing Plans	Working Paper #6: Marketing strategies, objectives, annual campaigns, and annual budgets during the 7-year Plan period	<i>Consultant, using input from the Steering Committee and Advisory Bodies</i>

### Task 7.0: Capital Improvement Plans

Describe and discuss the capital programs (vehicles, facilities and equipment) required to carry out the operations and services set forth in the operating plan and budget under Task 6. Include analysis and recommendation for vehicle, facility, and bus stop safety and security equipment, and improvements as part of the program. Particular attention should be provided to address the zero-emission requirements under the CARB Innovative Clean Transit rule. The Capital Improvement Plans (CIP) should provide the basis for requests for Federal, state and regional funding for fleet and other related capital replacements, rehabilitation, and/or expansion projects.

1. Basis for Revenue Vehicle Projects and/or Proposals, for Replacement, Rehabilitation, and Expansion.
  - a. Describe and discuss policies (or basis), and justification for vehicle replacement.
  - b. Describe and discuss policies (or basis), and justification for rehabilitation/retrofit.
  - c. Describe and discuss policies (or basis), and justification for proposed fleet expansion (or contraction).

- d. Current and future Revenue Vehicle Fleet Inventory:
    - i. Vehicle Replacement: Identify replacement projects individually in table format, showing the number of replacement vehicles to be placed in service per year over the seven year planning horizon by fuel/propulsion type.
    - ii. Vehicle Rehabilitation (if applicable).
    - iii. Vehicle Expansion (if applicable).
  - e. Summary of Revenue Vehicle Fleet Inventory: provide a narrative summary of the vehicle procurement efforts over the seven year planning horizon.
- 2. Basis for Non-Revenue Vehicle Replacement, Rehabilitation, and Expansion or Contraction: the consultant will provide replacement, expansion and/or contraction of non-revenue vehicle fleet in tabular form and related narrative.
  - 3. Interagency Fleet Consistency: the consultant will analyze the RTA and SLO Transit fleets and make recommendations to accomplish consistencies in vehicles and equipment over time that would permit the two agencies to better coordinate joint procurement activities and potentially share spare parts inventories more effectively.
  - 4. Basis for Major Facilities Replacement, Rehabilitation, Upgrade, and Expansion Projects of the types listed below. Identify the locations of potential new or expanded facilities to the extent possible. Provide project budget, including costs, sources of funds and amounts from each source, identifying funds that have been programmed, allocated or received, and funds that have not been secured. Separately describe security projects. Specify if replacement and rehabilitation of facilities and equipment results in an asset that differs from the existing asset, and how it differs. Include locations for administrative, operations and maintenance, fueling/recharging facilities, vehicle washing facilities, vehicle storage and staging, transit centers and major bus stops, and bicycle facilities.
  - 5. Basis for Major Shop Tools and Equipment Replacement and/or Upgrade. Discuss current and/or proposed projects, including fleet software package(s). Combine projects into a lump sum and indicate costs, sources of funds and amounts.

Task 7.0 Capital Improvement Programs	Deliverables	Lead Role(s)
Capital improvement programs for the RTA and SLO Transit	Working Paper #7: Detailed summary of existing capital assets, current and future capital shortcomings, and recommended replacement or expansion schedules	<i>Consultant, using input from the Steering Committee and Advisory Bodies</i>

## **Task 8.0 Analyze Joint Coordination among the RTA and SLO Transit**

1. Enhanced Transit Coordination of Capital Planning
  - a. Develop and combine data for capital needs for the RTA and SLO Transit.
  - b. Data should have the same components as individual capital planning scope of work in the Joint Plan.
  - c. Identify potential funding sources to meet capital needs of both organizations.
  - d. Show funding need in graphs by year, type of capital, and operator.
  - e. Identify potential joint procurement opportunities.
2. Enhanced Coordination of Transit Service Planning
  - a. Identify duplication of service, lack of service coverage and connection challenges between the RTA and SLO Transit routes.
  - b. Identify changes to enhance service for intercity and inter-regional travel, as well as intercity to local, local to intercity, and intercity to intercity/inter-regional.
  - c. Identify potential coordination needs as ridership increases in the future.
  - d. Identify changes needed to align the schedule change calendar used by the RTA and SLO Transit, and what steps should be taken, if any, to facilitate schedule coordination and customer travel planning.
3. Methods to Contain Costs on Runabout services – the RTA operates Runabout service to comply with ADA complementary paratransit Federally-mandated for all fixed-routes operated in San Luis Obispo County, including the SLO Transit fixed-routes. The RTA considered a range of cost-saving and administrative solutions at

its March 2013 Board meeting. The agency is interested in exploring additional alternatives to further contain costs. The consultant will evaluate existing Runabout policies and procedures, and provide guidance on other steps the agency can take to increase efficiencies and/or reduce costs.

Task 8.0 Joint Projects	Deliverables	Lead Role(s)
Coordination of operations and capital projects between the RTA and SLO Transit, & ADA cost review and ADA evaluation findings	Working Paper #8: A single report describing current coordination efforts and potential future opportunities to coordinate/consolidate services, & ADA cost review and ADA evaluation findings	<i>The RTA, SLO Transit and Consultant</i>

### **Task 9.0 Draft Joint Plans**

1. Submit the administrative draft Joint Plans based on working papers for Tasks 2 – 8 for review to the RTA, SLO Transit and SLOCOG.
2. Incorporate any suggested edits and changes suggested by Advisory Board members, as well as at the Revised Draft stage, during presentations to the RTA Board of Directors and the San Luis Obispo City Council. These presentations will be formal Public Meetings for the Draft Joint Plans.
3. Consultant to issue a minimum of five bound hard copies with appendices material in a separate binder, in addition to a total of three thumb drives.

Task 9.0 Draft Joint Plan	Deliverables	Lead Role(s)
Draft Joint Plan, incorporating previous work products and comments from Steering Committee	Draft Joint Plans, which will be presented at Public Meetings	<i>The RTA, SLO Transit and Consultant</i>

### **Task 10.0 Final Joint Plans**

1. Submit final Joint Plans to the RTA Project Manager and SLO Transit representative.
2. Incorporate any suggested edits and changes suggested during final presentations to the two advisory committees (RTAC and MTC) and to the two governing bodies (RTA Board and the San Luis Obispo City Council).

3. Consultant to issue a minimum of ten bound hard copies with appendices material in separate binder, in addition to a total of three thumbdrives.

Task 10.0 Final Joint Plans	Deliverables	Lead Role(s)
Final Joint Plans for the RTA and SLO Transit in formal Public Meetings	Submit final plans to Steering Committee, Advisory Boards and Boards for review, incorporate comments and submit final report.	<i>The RTA, SLO Transit and Consultant</i>

## **SECTION IV – GENERAL INFORMATION**

### **A. GENERAL INSTRUCTIONS**

1. In submitting a proposal, Proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all criteria in these proposal conditions. It is essential that proposers read each of the sections carefully and take action where necessary.
2. Where the word “RTA” is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words “SLO Transit” mean the City of San Luis Obispo Public Works Department. The words “offer”, “contract proposal”, and “proposal” are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this Request for Proposals (RFP) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Joint Plans Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFP.
4. The RTA may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

### **B. LIMITATIONS**

This Request for Proposal does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety

this RFP if it is in the best interests of the RTA. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

### **C. PROTESTS**

In the event a bidder or proposer desires to protest a bid, proposal or an award, the following procedure shall be used. As described in our Purchasing Procedures and Policy, the RTA has the authority to resolve protested solicitations and awards, as summarized below:

1. Right to Protest. Any bidder who objects to the award of contract may protest to the Executive Director prior to the bid award.
2. Authority to Resolve Protests. The Executive Director shall have authority, prior to award, to settle and resolve a protest.
3. Decision Process. If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing, stating the decision and facts supporting the decision and informing the protestant of its right to appeal the decision in accordance with RTA purchasing policy. A copy of the decision shall be mailed or otherwise furnished to the protesting bidder. A decision under this procedure shall be final except that the Executive Director's final decision may be appealed to the Federal Transit Administration (FTA) as referenced in FTA Circular 4220.1F.
4. Proposers shall be made aware of the Federal Transit Administration (FTA) protest procedures referenced in FTA Circular 4220.1F. The FTA will review protests from a third party only when a grantee does not have a written protest procedure or fails to follow its procedures.
5. An appeal to FTA must be received by the cognizant FTA regional or headquarters office within five working days of the date the protester knew or should have known of the violation.
6. A procurement protest log shall be maintained. The log shall indicate key protest dates action taken. Each protest shall be filled with the response letter and any correspondence attached.

### **D. PROPOSER STATUS**



1. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two – Federally Required Contract Clauses.
2. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements, and agree to the professional services agreement Section 4. Indemnity, unmodified.

## **E. DISADVANTAGED BUSINESS ENTERPRISES**

1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of the RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
2. The RTA's current DBE Program has an overall goal of 5.5%. No contract-specific goal has been established for this Joint Plans study.
3. The RTA agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Agreement. In this regard, the RTA and its Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
4. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold at [tarnold@slorta.org](mailto:tarnold@slorta.org). The RTA recommends proposers address DBE participation or its good faith effort at least two weeks prior to RFP closing.

## **F. FEDERAL REGULATIONS CONFORMANCE**

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on the RTA for proper administration of this project.

## **G. PROPOSER RESPONSIBILITY**

1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent

notifying all known potential Proposers of such discrepancy, if any, and of any changes.

2. The Proposer is required to complete and submit its proposal in the specified format through PlanetBids. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

## **H. THE AGREEMENT**

The draft Professional Services Agreement provided in Attachment D, along with the other Attachments, Exhibits, this RFP, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

## **I. DEBARMENT CERTIFICATION**

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

## **SECTION V – FORMAT OF PROPOSALS**

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- Have carefully read and fully understand the information that was provided by the RTA to serve as the basis for submission of this proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in the proposal is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- Acknowledge that the RTA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the RTA permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

This RFP may be downloaded for free from the RTA's vendor portal of the e-procurement site PlanetBids: <https://pbsystem.planetbids.com/portal/50213/portal-home>. Note that failure to register as a prospective bidder for this RFP on the e-procurement website, PlanetBids, will preclude you from receiving updates or amendments, if issued.

Questions regarding this RFP may be submitted through the Q&A section of the project page (on the PlanetBids link as provided above). Additional information about submitting questions and clarifications is provided in Questions, Clarifications & Addendums section of this document.

Proposals, including all required items, shall be submitted electronically through the RTA's PlanetBids portal at <https://pbsystem.planetbids.com/portal/50213/portal-home> by **August 2, 2023 at or before 5:00pm Pacific Standard Time**. Please allow adequate time to register as a vendor and submit the required documentation. The RTA is not responsible for power outages or lack of internet services that might prohibit a timely submission of a proposal. Proposals received after the specified due date and time shall not be accepted. Proposals received by mail, fax or delivered in person shall not be accepted and will be returned unopened to the Proposer.

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

#### Non-Confirming Proposal & Disqualification

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the RTA.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the RTA;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- Proposer's default under any previous agreement with the RTA, which results in termination of the Agreement.

#### Limitations

The following limitations apply to this Request for Proposals:

- In no case shall the technical proposal exceed twenty (20) pages of narrative, graphics and/or tables. The Table of Contents, sections dividers, and cover/end pages do not count toward the 20-page limit. Font size will be no smaller than 12-point Arial, Calibri or Times New Roman. Pages will be 8.5" x 11" with no smaller than 0.75" margins; each 11" x 17" page will count as two pages toward the 20-page limit. This format will ensure proposals are focused without extraneous information and will assist the RTA in evaluating the proposals.

- All proposals submitted as a result of this RFP become the property of the RTA.
- The RTA will not pay any pre-contractual costs incurred by a Proposer resulting from preparation of its proposal in response to this RFP.
- The RTA reserves the sole right to evaluate, accept or reject proposals received as a result of this RFP.
- The RTA reserves the right to postpone or cancel this RFP in whole or in part if in its best interests to do so.

#### Questions, Clarifications and Addendums

All communications regarding this RFP, including Proposer questions or requests for clarifications, shall be submitted through the Q&A Section of the project page on PlanetBids at <https://pbsystem.planetbids.com/portal/50213/portal-home>. All questions shall be submitted electronically by July 14, 2023 by 5:00pm PT. The RTA will issue a response to all questions or clarifications via the vendor portal no later 5:00pm PT on July 21, 2023. Questions or clarifications should not be submitted to the RTA staff directly, the RTA Board members or other parties; doing so may cause this Proposer's removal from the RFP process.

Should it be found that the point in question is not clearly and fully set forth, the RTA will issue a written addendum clarifying the matter which will be sent to all persons who have registered as a vendor and requested the RFP. Any changes to the requirements will be made electronically through PlanetBids as an addendum to this RFP and shall be incorporated into the terms and conditions of any resulting Contract. The RTA will not be bound to any modifications to, or deviations from, the requirements set forth in this RFP as the result of oral instructions.

#### Format of Technical Proposal and Cost Proposal

The proposal package (including the technical proposal and the cost proposal) should clearly reflect this RFP name, the contents of the package, and the firm's name and information in the following order:

##### **A. INTRODUCTION**

1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the proposer for all products and services that are proposed.
2. Table of Contents should include a clear identification of the material by section and page number.

## **B. PROFILE OF THE FIRM**

1. Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFP. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
2. To evaluate the proposer's financial capacity the proposer must separately submit a copy of the company's year-end audited financial statements for 2018, 2019 and 2020; these documents do not count toward the technical proposal 20-page limit. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately, submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the proposer's financial capacity. One electronic copy of these financial capacity documents should be submitted through PlanetBids in a file marked "Joint SRTP Confidential Financial Documents for [Company]".

## **C. PROJECT APPROACH**

Summarize your firm's approach and understanding of the project and any special considerations of which the RTA should be aware. Indicate clearly the levels of participation you will expect from the RTA and SLO Transit staff in the fulfillment of the contract.

The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the Joint Plans project.

The proposer shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

1. Tasks proposed to be completed to meet project objectives.
2. Proposed work products for each task.
3. Proposed meetings with staff, advisory bodies, etc.
4. The time required to initiate and complete each task.
5. Allocation of cost by task.
6. An estimate of the time required from the Notice to Proceed through project completion.

Exceptions to the requirements of the RFP should be clearly delineated in this section.

In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFP, if you feel it may be useful and applicable to this project. One electronic copy of this information should be submitted through PlanetBids in a file marked "Joint SRTTP Optional Information from [Company]".

The information in this section will aid the RTA in the refinement of the scope of work during contract negotiations.

#### **D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE**

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team at any time throughout the study period without prior written approval of the RTA.

If your firm intends to subcontract any of the services required under this RFP it should be discussed in this section. Detailed information for each subcontractor must be provided.

Note: No work may be subcontracted, nor assigned, without prior written approval of the RTA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment B for the four (4) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

1. Brief description and type of study (SRTTP, COA, etc.)
2. Name of agency and study location
3. Name of agency contact person and telephone number
4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
5. The actual cost vs. cost estimate
6. Status of completion

## **E. ADDITIONAL DATA**

Proposer shall as part of their technical proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The proposer shall also affirm that they have read and agree to indemnity language in the Agreement. Proposer agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

## **F. COST PROPOSAL**

Proposals that are submitted in response to this RFP must include a “cost proposal” of what the proposer would charge to provide the services requested. As shown in Attachment A, pricing shall include all travel time and expenses. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, “not to exceed” basis. The cost proposal should be presented in an hourly rate and number of hours for each task plus expenses with a guaranteed “not to exceed” amount for each work section. The cost proposal must be detailed by task, by hours on-site, hours off-site, and who is performing each task. A detailed estimate of other expenses such as airline tickets, hotels, etc., must also be included. The number of on-site visits and their lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation.

The proposal should be completed on the forms provided. Additional documentation providing greater detail may be provided by the proposer. One electronic copy of the Cost Proposal shall be submitted through PlanetBids in a file marked “Joint SRTP Cost Proposal from [Company]”.



## **SECTION VI – CONSULTANT SELECTION PROCESS**

### **A. SUBMITTAL DEADLINE**

Only those proposals received through PlanetBids by the submittal deadline of 5:00 p.m. (PST) on August 2, 2023 will be evaluated by the Joint Plans Selection Committee.

### **B. RESPONSIVENESS CRITERIA**

1. Submittal meets the RTA deadline.
2. Organization of proposal. Proposals submitted as required in the “Format of Proposals,” Section V.
3. Completeness of proposal. All required forms, questionnaires and information are complete, signed and dated. Technical proposals exceeding 20 pages will be deemed non-responsive.

### **C. EVALUATION CRITERIA**

The RTA intends to use a Best Value method to determine which proposal is most advantageous to the agency’s goals. Technical and financial merit will be evaluated simultaneously by separate panels, which may consist of the same personnel. The panels’ scores will be combined on the criteria presented in the table below, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

Selection of the successful proposal shall be generally based on the information provided by the Consultant in response to the Request for Proposals and any subsequent interviews that may be conducted. Consultant interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

1. Review Proposals
2. Establish a “short list” of three or more firms
3. Short-listed firms will be notified via email by 5:00PM PT on January 4, 2023
4. Interview “short-listed” firms on **January 13, 2023**
5. Identify best qualified firm
6. Determine which, if any, alternates will be selected, and negotiate a fee
7. Award contract

A project Selection Committee has been formed to evaluate the proposals and to make recommendation to the RTA Board. This committee consists of representatives from both the RTA and SLO Transit. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the proposals received in response to the RFP. Should your firm be selected to participate in an on-site interview, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation provided by short-listed proposers.

<b>Criteria</b>	<b>As Demonstrated By:</b>	<b>Weight of Criteria</b>
Merit of Proposal/Presentation	<ul style="list-style-type: none"> <li>• Proposal, thoroughness and approach</li> <li>• Demonstrated understanding of project and requirements</li> </ul>	35
Firm Qualifications and Expertise	<ul style="list-style-type: none"> <li>• Staff qualifications</li> <li>• Adequacy of staff to perform the work</li> </ul>	30
Record of Past Performance	<ul style="list-style-type: none"> <li>• References</li> <li>• Ability to work effectively with the RTA, SLO Transit, other public agencies and the public</li> <li>• Demonstrated ability to complete work tasks within project timelines and project budgets</li> </ul>	25
Fees	<ul style="list-style-type: none"> <li>• Reasonableness of costs</li> </ul>	10

Prior to the award of contract, the RTA must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services call for under this contract. If, during the evaluation process, the Selection Committee is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the RTA has the option of requesting from the proposer, any information that the RTA deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted five (5) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in RTA contracts that use Federal Transit Administration funds. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to consultant prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

DRAFT

## RFP CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for proposal:

- \_\_\_ Technical Proposal
- \_\_\_ Cost Proposal (Attachment A)
- \_\_\_ Contractor's References Form (Attachment B)
- \_\_\_ Contractor's Designated Contact List (Attachment C)
- \_\_\_ Receipt of Addenda Form (if issued)
- \_\_\_ DBE Utilization Form & DBE Participation Schedule (page 49 of this RFP)
- \_\_\_ Lobbying Restrictions Signature Page (page 51 of this RFP)

## ATTACHMENT A COST PROPOSAL

Proposers must submit a cost proposal through PlanetBids in a file clearly marked with the firm's name and the words "Cost Proposal". Below is a graphic representation of the format that the RTA requires; this cost proposal file is available upon request in MS Excel format.

Attachment A Cost Proposal									
Firm Name: _____									
Task #		Personnel & Hourly Rates						Total Hours	Total Costs
		Role: Principal- in-Charge	Project Manager						
		Last Name:	Hourly Rate:						
1.0	Administer the Joint Plans Project							0	\$0
2.0	Confirm Project Goals & Finalize Scope of Services and Work Plan							0	\$0
3.0	Overview of Transit Systems							0	\$0
4.0	Goals, Objectives and Standards							0	\$0
5.0	Service and System Evaluation							0	\$0
6.0	Operations Plans and Budgets							0	\$0
7.0	Capital Improvement Programs							0	\$0
8.0	Analyze Joint Coordination among RTA and SLO Transit							0	\$0
9.0	Draft Joint Plans							0	\$0
10.0	Final Joint Plans							0	\$0
<b>Total Hours</b>			0	0	0	0	0	0	
<b>Total Personnel Cost</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Additional Expenses:</b>									
Travel									
Printing/Copy Costs									
Phone/Postage/Delivery Costs									
								<b>Subtotal: Other Expenses</b>	<b>\$0</b>
Personnel									<b>\$0</b>
								<b>Total Cost</b>	<b>\$0</b>

The cost proposal must include the printed name, title, phone number, physical address, email address, and signature of the proposer's authorized representative.

## **ATTACHMENT B REFERENCES**

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1. Project Description:  
Contract Amounts (initial amount and final with amendments):  
Contract Execution & End: through  
Transit Agency and Location:  
Contact Name & Telephone Number:  
Specific Involvement in the Study:
2. Project Description:  
Contract Amounts (initial amount and final with amendments):  
Contract Execution & End: through  
Transit Agency and Location:  
Contact Name & Telephone Number:  
Specific Involvement in the Study:
3. Project Description:  
Contract Amounts (initial amount and final with amendments):  
Contract Execution & End: through  
Transit Agency and Location:  
Contact Name & Telephone Number:  
Specific Involvement in the Study:
4. Project Description:  
Contract Amounts (initial amount and final with amendments):  
Contract Execution & End: through  
Transit Agency and Location:  
Contact Name & Telephone Number:  
Specific Involvement in the Study:

**NOTE: It is important that this sheet be completed and submitted with your proposal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.**

DRAFT

**ATTACHMENT C  
DESIGNATED CONTACTS LIST**

Proposers are required to indicate in the space provided below the designated contact individual's name and contact information:

**SAN LUIS OBISPO RTA**

**PROPOSER**

Geoff Straw

San Luis Obispo RTA

253 Elks Lane

San Luis Obispo, CA 93401

(805) 541-2228

[gstraw@slorta.org](mailto:gstraw@slorta.org)

---

---

---

---

---

---



## ATTACHMENT D

### SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY PROFESSIONAL SERVICES AGREEMENT WITH \_\_\_\_\_

AGREEMENT NUMBER \_\_\_\_\_

This "Agreement" is made as of this day of January 16, 2023, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser"), and  
"\_\_\_\_\_", ("Contractor").

#### RECITALS

A. The RTA desires to retain a qualified and committed professional transportation planning firm or team of firms to prepare the RTA and SLO Transit Joint Short Range Transit Plans.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

#### AGREEMENT

**NOW, THEREFORE**, the RTA and Contractor agree as follows:

##### 1. SCOPE OF SERVICES

Contractor shall provide to RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

## **2. COMPENSATION**

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \_\_\_\_\_. The RTA's Chief Financial Officer is authorized to pay all proper claims.

## **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

## **4. INDEMNITY**

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness

fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

## **5. INSURANCE**

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

## **6. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

## **7. TERMINATION**

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by

Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to the RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

## **8. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

### **RTA Representative:**

Geoff Straw  
San Luis Obispo RTA  
253 Elks Lane  
San Luis Obispo, CA 93401  
(805) 541-2228  
[gstraw@slorta.org](mailto:gstraw@slorta.org)

### **Contractor Representative:**

---

---

---

---

---

---

## **9. INDEPENDENT CONTRACTOR**

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

## **10. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **11. SUCCESSORS AND ASSIGNS**

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

## **13. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq..

The RTA may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA’s Conflict of Interest Code requires that individuals who qualify as “Contractors” under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA’s Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term “Contractor” generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a “Contractor” under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as “Contractors,” and (2) Cause these individuals to file with the RTA’s Representative the “assuming office” statements of economic interests required by the RTA’s Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and “leaving office” statements of economic interests, as required by the RTA’s Conflict of

Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. Waiver of Rights. Neither RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Dispute resolution - Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Project Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the Director of the Department of Transportation and Public Works, with a copy to the Project Manager. The determination of such appeal by the Director of the Department of Transportation and Public Works shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Board of Directors. The decision of the RTA Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Project Manager's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **14. ACCESSIBILITY REQUIREMENTS**

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and

services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

## **15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

Name of Firm: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (*check one*):

- ☐ Individual/Sole Proprietor  
☐ Partnership  
☐ Corporation  
☐ Limited Liability Company  
☐ Other (please specify: \_\_\_\_\_)

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer I.D. No. \_\_\_\_\_

Attachments:

- Attachment One - Insurance Requirements
- Attachment Two – Federally Required Contract Clauses
- Exhibit A - Scope of Services
- San Luis Obispo Regional Transit Authority Request for Proposal
- Contractor's Proposal
- Supplemental Questions/Clarifications
- Contractor's Response to Supplemental Questions/Clarifications
- Contractor's Best and Final Offer

**SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY**

By: \_\_\_\_\_

Geoff Straw  
RTA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
RTA Counsel

ATTEST:

\_\_\_\_\_  
RTA Clerk



## ATTACHMENT ONE

### INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.

**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## ATTACHMENT TWO

# FEDERALLY REQUIRED CONTRACT CLAUSES

### 1. **Access to Records and Reports**

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### 2. **Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### 3. **Civil Rights Laws and Regulations**

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **4. Disadvantaged Business Enterprise (DBE)**

##### **Overview**

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the

Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

It is also the policy of the RTA to:

- 1) Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2) Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- 3) Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5) Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

#### Contract Assurance

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

#### DBE Participation Goal

The RTA's overall DBE participation goal is set at 5.5%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.5% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

#### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- 1) A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 2) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.
- 3) An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- 4) An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

#### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- 1) Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2) Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- 3) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4) Written notification to DBE's encouraging participation in the proposed Contract; and
- 5) Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- 1) The names, addresses, and telephone numbers of DBE's that were contacted;
- 2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

#### Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's DBE Coordinator, Tania Arnold. Ms. Arnold will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### Continued Compliance

The RTA shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section 1 Access to Records and Reports.

### **Sanctions for Violations**

If at any time the RTA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.



## DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

### DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

#### DBE IDENTIFICATION AND INFORMATION FORM

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

5. **Energy Conservation** – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. **Government-Wide Debarment and Suspension**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Lobbying Restrictions**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

#### **8. No Government Obligation To Third Parties**

The RTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the RTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **9. Program Fraud And False Or Fraudulent Statements And Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may

make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. **Recycled Products** – The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

#### 11. **Safe Operation of Motor Vehicles**

##### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the RTA.

##### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### 12. **Termination** – See Section 7 of Attachment D Professional Services Agreement

### **13. Violation and Breach of Contract**

#### **Rights and Remedies of the RTA**

The RTA shall have the following rights in the event that the RTA deems the Contractor guilty of a breach of any term under the Contract.

- 1) The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- 2) The right to cancel this Contract as to any or all of the work yet to be performed;
- 3) The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 4) The right to money damages.

For purposes of this Contract, breach shall include failure to meet the scheduled milestones, failure to provide RTA accepted replacement Consultant staff resources in the event of a departure, and failure to produce quality study products that are equivalent to those reviewed by the RTA during the proposal review process.

#### **Rights and Remedies of Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the Contractor expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the RTA directs Contractor to do so) or to suspend or abandon performance.

#### **Remedies**

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the RTA takes action contemplated herein, the RTA will provide the Contractor with sixty (60) days written notice that the the RTA considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### **Disputes**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTA's Executive Director. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of

this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by RTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

#### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

#### Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** A-11

**TOPIC:** California Governor's Office of Emergency Services (Cal-OES) Designation of Applicant's Authorized Agents Resolution for Non-State Agencies

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Adopt the California Governor's Office of Emergency Services (Cal-OES) Designation of Applicant's Agent Resolution designating the Executive Director and Deputy Director/CFO as authorized agents to execute on behalf of the RTA for the purpose of obtaining public assistance grants from Cal OES and FEMA for disaster DR-4683, California Severe Winter Storms, Flooding, Landslides and Mudslides

**BACKGROUND/DISCUSSION:**

The RTA continues to recover from the President-declared flood disaster that damaged our facilities in Paso Robles and San Luis Obispo on January 9, 2023. Staff continues to work with California Governor's Office of Emergency Service (Cal-OES) and Federal Emergency Management Administration (FEMA) officials to obtain disaster reimbursement funds. As part of the disaster declaration, the RTA is eligible for 100% FEMA funds for costs related to debris removal and immediate measures to limit damage. Other longer-term repairs and mitigations are eligible for 75% FEMA funds, and CalOES will pick up 75% of the local share. So far, the RTA has submitted documentation/invoices totaling almost \$105,000 – including mitigation to raise the bus exit gate controllers that were damaged during the flood.

Cal-OES requires a *Designation of Applicant's Authorized Agent Resolution for Non-State Agencies* to be on file for the purpose of obtaining certain federal assistance under Public Law 93-288 as amended by the Roger T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act. The RTA has submitted a *Request for Public Assistance (RPA)* due to the 2023 Winter Storms (DR-4683). The RTA is currently preparing reimbursement documentation which will be submitted as part of the Cal OES and FEMA RPA process. The attached resolution designates the Executive Director and Deputy Director/CFO as authorized agents for the RTA.

**Staff Recommendation**

Adopt the California Governor's Office of Emergency Services (Cal-OES) Designation of Applicant's Agent Resolution designating the Executive Director and Deputy Director/CFO as authorized agents to execute on behalf of the RTA for the purpose of obtaining public assistance grants from Cal OES and FEMA for disaster DR-4683, California Severe Winter Storms, Flooding, Landslides and Mudslides.





Cal OES ID No: \_\_\_\_\_

## DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA),** under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- ☐ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
(Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
(Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
(Name of Applicant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** B-1

**TOPIC:** Executive Director's Report

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Receive and File

**BACKGROUND/DISCUSSION:**

**Update on Bus Stop Maintenance Facility:**

As noted in the January and March meetings, we have experienced reliability issues with our HVAC system, and we continue to experience problems. Staff has notified the general contractor that possible litigation could occur if a sustained solution cannot be implemented. I will report back at the next scheduled RTA Board meeting in July (or September, if the July meeting is cancelled) on the status of this issue.

We began the battery-electric bus direct-current fast-charging system commissioning process on February 27<sup>th</sup>. However, two of the four dispensers failed. The manufacturer has since installed a replacement circuit board, so three of the four are now working. We expect the replacement parts for the fourth dispenser to be installed in late-April, and I hope to report a fully-commissioned system at the May 3<sup>rd</sup> Board meeting.

**Operations & Maintenance:**

Somewhat related to the fast-charging system mentioned above, the RTA took delivery of its first full-battery electric vehicle in April – a 2023 Chevrolet Bolt EUV. It is being used primarily by an early-morning mechanic to start up the buses parked-out at our Paso Robles facility, but it will be transferred to the operations division for use as a Supervisor car.

Due to increasing ridership during peak travel periods, the RTA restored some *Route 9 SLO – Paso Robles* and *Route 10 SLO – Santa Maria Express* trips on March 19<sup>th</sup>. This service restoration was made possible by staff's modest successes in recruiting new Bus Operators, although we still have work to do to attain pre-pandemic staffing levels.

Since our last meeting in March, I am happy to report that we have one new Bus Operator (Taylor D.) candidate currently in training. Unfortunately, we have four full-time bids open at this time, as well as four out of ten part-time bids open. We have one candidate in the background stage and have candidate interviews set up throughout the

next couple of weeks. Bus Operator Frank Erisman was promoted to Operations Supervisor in mid-March.

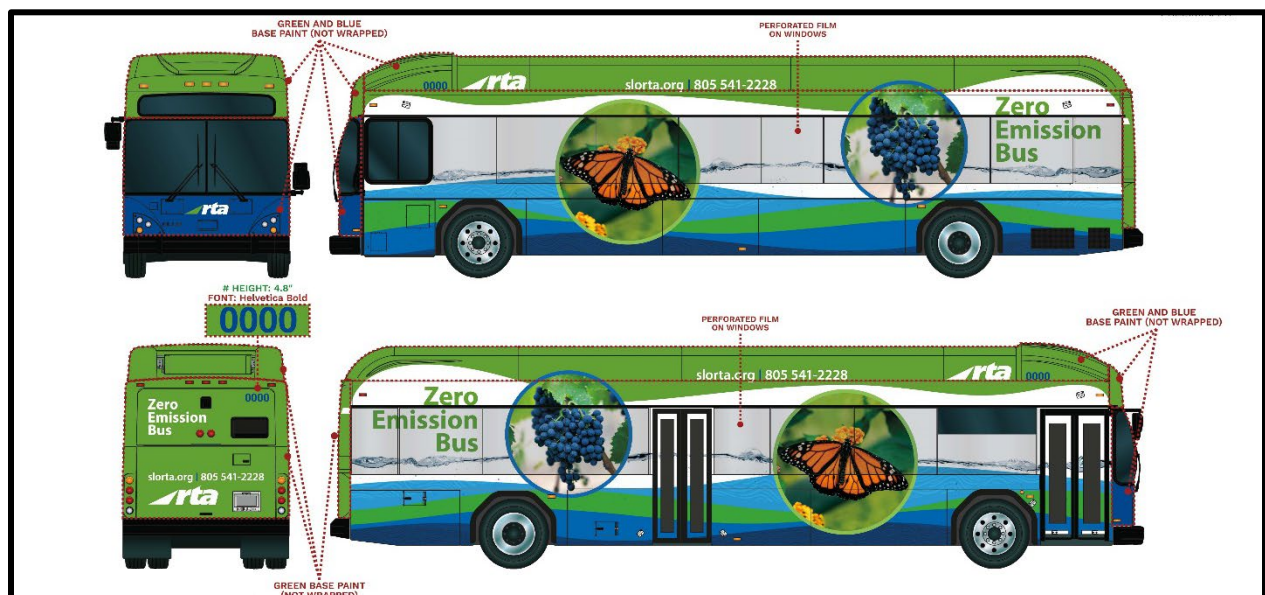
At the March meeting, I reported that the three low-floor Arboc Specialty Vehicles mid-size buses for South County Transit services were scheduled for delivery in mid-March. However, due to supply chain delays in obtaining ancillary equipment (two-way radios, on-board camera system, etc.), the vendor has advised us that the three buses will be delivered around May 1<sup>st</sup>. Staff still plans to temporarily place these buses on RTA Route 15 Morro Bay – San Simeon until the two standard (high-floor) cutaway vans mentioned at the January meeting are delivered. Based on recent discussions with the vendor, those two cutaway vans will enter the manufacturing line in July 2023, which means we might have them ready for service in early fall 2023.

I have also previously reported that the RTA's first two Battery-Electric Buses (BEBs) were slated to enter the manufacturing line in late August 2023. However, Gillig Corporation recently informed us that delays in obtaining lithium battery materials and related electric drive components will delay manufacturing line entrance until early November 2023. This will delay implementation of this new technology until the early spring 2024.

## Marketing & Communications:

Since we last reported at the March Board meeting, our recent marketing initiatives include:

- Finalizing the brand of our BEB buses (see below), which matches the RTA logo colors while also emphasizing local flora and fauna.





- Completing and distributing marketing materials to match the new Bus Operator bid that became effective in early March for Routes 9, 10, 12 and 15. Ridership on the restored Express trips is strong.
- Distributing route, schedule and other marketing materials (including newly-developed flags that will be installed at the top of the bus stop poles) for the seasonal Avila Trolley that will begin May 5<sup>th</sup>. On a related note, we have developed a new sponsorship with Flying Flags Campground.
- Updating social media ads, banner and radio ads for on-going Bus Operator recruitment campaigns.
- Executing an agreement with Digital Agility Media for an enhanced social media campaign. Photography for this campaign began the last week of April.
- Executing exterior bus advertising contracts, attaining \$84K to date in ad sales for this calendar year. These revenues count toward our Transportation Development Act (TDA) required farebox recovery ratio.
- Sponsoring the SLO Blues, which competes in a summer collegiate wood bat league. Includes a banner ad on the outfield wall, as well as tickets to games that we can use to give to employees as incentives.
- It is worth noting that Mary Gardner, the RTA Manager of Marketing and Community Relations, continues to serve on the Board of the South County Chambers of Commerce. She has also assumed a new role as a member of their Marketing Committee. I encourage RTA managers to serve in these types of external leadership roles, which enhances our professional relationships in the



community and provides us an opportunity to discuss the importance of public transit in meeting transportation goals in our county.

- As shown in the picture below, the RTA and three other Central Coast transit agencies were recognized at the California Association of Coordinated Transportation (CalACT) annual meeting in mid-April for an *Above and Beyond Award*. This award was bestowed for our agency's leadership in disaster relief during and shortly after flooding that devastated many areas in our community. Omar McPherson, RTA Manager of Operations, served as CalACT Board Chair in 2022, and continues to serve on their Board.

#### **CalACT 2023 Above and Beyond Award Winners**



Left to right: Omar McPherson (SLO RTA), Michael Tree (Santa Cruz MTD), Carl Sedoryk (Monterey-Salinas Transit), and Mary Gregg (Santa Barbara MTD)

#### **Finance and Administration:**

On April 25<sup>th</sup>, we were notified by the California Air Resources Board that our ZEB Rollout Plan, required under the Innovative Clean Transit fleet rule, has been approved. The RTA Board approved the submittal of the ZEB Rollout Plan at its March 1, 2023 meeting.

Since my last report in March, the RTA negotiations team has met six more times with Teamsters Local 986 representatives. We are happy to report that on April 21<sup>st</sup> we have arrived at a Tentative Agreement with the Teamsters negotiating team. If ratified by the members (Bus Operators, Mechanics, Utility employees and the Parts Clerk) during scheduled vote meetings on April 29<sup>th</sup>, the Agreement will be emailed to RTA Board members on May 1<sup>st</sup> so that it can be considered for adoption as Agenda Item C-1.

Staff is working with transit associations and transportation planning agencies across the State to seek legislative relief for farebox recovery ratio (FRR) penalties that are required under the TDA. An emergency pandemic-related TDA FRR moratorium ends June 30, 2023. A wide range of alternatives are being debated, including replacing the

FRR established in the mid-1970s with new/other accountability or productivity standards.

The RTA continues to recover from the President-declared flood disaster that damaged our facilities in Paso Robles and San Luis Obispo on January 9<sup>th</sup>. I issued an emergency purchase order equaling \$45,500 to repair landscaping and irrigation systems to Elite Tree & Maintenance Services and, as required in the RTA Purchasing Policy, I am herein reporting that emergency purchase. Staff has been working with California Office of Emergency Service and Federal Emergency Management Administration officials to obtain disaster reimbursement funds. As part of the disaster declaration, the RTA is eligible for 100% FEMA funds for costs related to debris removal and immediate measures to limit further damage caused by the flooding. Other longer-term repairs and mitigations are eligible for 75% FEMA funds, and CalOES will pick up 75% of the local share. So far, the RTA has submitted draft documentation/invoices totaling almost \$105,000 – including mitigation to raise the bus exit gate controllers that were damaged during the flood. See Agenda Item A-11 for necessary designations to ensure the RTA is eligible for these reimbursement funds.

The RTA was successful in obtaining Federal Transit Administration (FTA) grant funds to update the *Joint RTA / SLO Transit Short-Range Transit Plans* that were adopted in 2016. We originally planned to advertise the request for proposals in summer 2022, but we were asked by our partners at the City of San Luis Obispo to delay the procurement process until the City completes a *Transit Innovations Plan*, which was originally slated for completion in June 2023. However, the *Transit Innovations Plan* study is approximately four weeks behind schedule. To ensure continued eligibility for FTA funds, staff is seeking authority to advertise for the Joint SRTPs study in June 2023 and bring back a recommendation to award in September 2023. See Agenda Item A-10 for more details.

Our unaudited operating and financial results for FY22-23 through the end of March (75% of the fiscal year) are presented in the tables and graphs beginning on page B-1-7. This year-to-date information is summarized as follows:

- RTA core fixed-route annual ridership totaled 303,228. In comparison, the ridership for the same period in FY21-22 was 273,352, which represents an annual increase of 10.9%. The pre-pandemic FY18-19 total was 527,158 – 42.5% lower.
- Year-to-date Runabout ridership totaled 17,325, which is an increase of 23% compared to the same period in FY22-23 (14,074). The pre-pandemic FY18-19 total was 29,947.
- Trends over the past five years for ridership and productivity (which is defined as the average number of passenger-boardings per service hour) are provided in the graphs beginning on page B-1-9. The graphs illustrate the significant drop in ridership beginning in March 2020 corresponding with the onset of the pandemic,

ridership recovery beginning in January 2021 and sustaining through the end of March 2023.

- In terms of year-to-date financial results, staff worked hard to keep operating and capital costs within budget in light of the recovering ridership and other financial challenges. Some important takeaways include:
  - In terms of overall non-capital expenses, we were slightly below budget – 69.2% through the 75% of the budget year. The largest single line-item in our annual budget is for *Labor – Operations*, although we came in lower (66.3%) due to slightly lower service levels actually operated due to lagging demand and staff shortages (despite higher overtime to cover open Bus Operator shifts). We were essentially on budget for the second-highest line item, *Labor – Maintenance*. The third-greatest line-item is for *Fuel*, and the steady increase in price per gallon through the end of November resulted in a significant overage – almost \$120,000 over the year-to-date budget (82.9%). Fortunately, fuel price increases slowed in the first quarter of 2023 – although prices but have remained volatile.
  - Not surprisingly, the farebox recovery ratio for core fixed-route services continues to suffer due to lower ridership compared to pre-pandemic periods at only 8.4%, which is essentially the same as the full FY21-22 result. Runabout's ratio remains the same as in my last report (2.4%). The results will remain below our standards until such time that recently high inflation abates and/or ridership recovers.
  - The YTD subsidy per passenger-trip on core fixed-route services is essentially the same as last year \$15.91, despite the increasing cost of items/services. The Runabout subsidy per passenger-trip remains high at \$133.37.

Finally, unless an unanticipated issue arises in the next four to five weeks, the Executive Committee has suggested that the regularly-scheduled July 2023 RTA Board meeting be cancelled. If ultimately cancelled, staff will issue a notice of cancellation following the regularly-scheduled June 7<sup>th</sup> RTA Executive Committee meeting.

**STAFF RECOMMENDATION:**

Accept this as an information item.

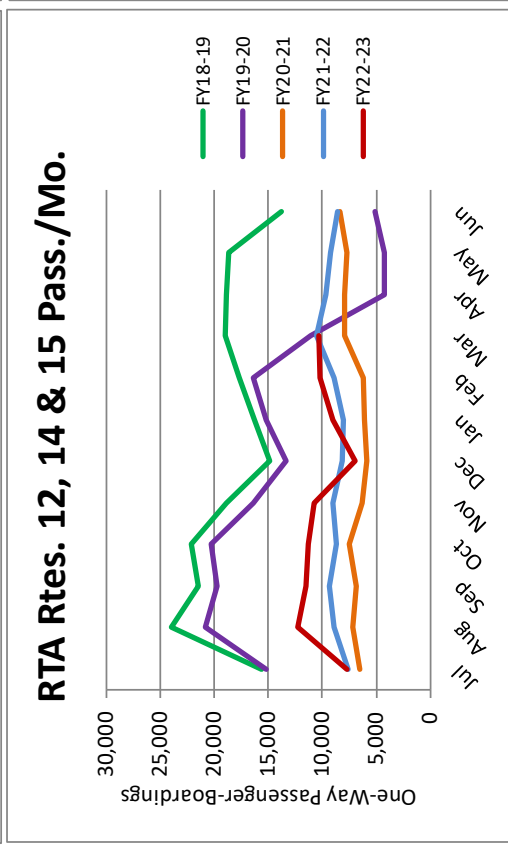
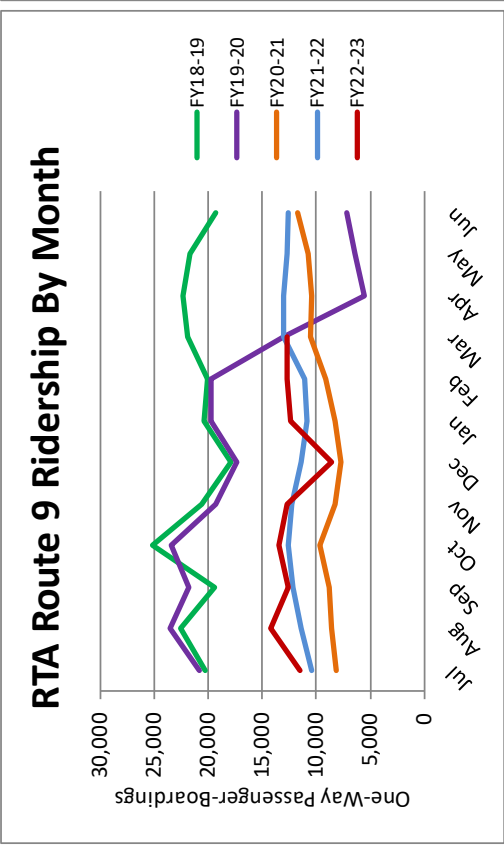
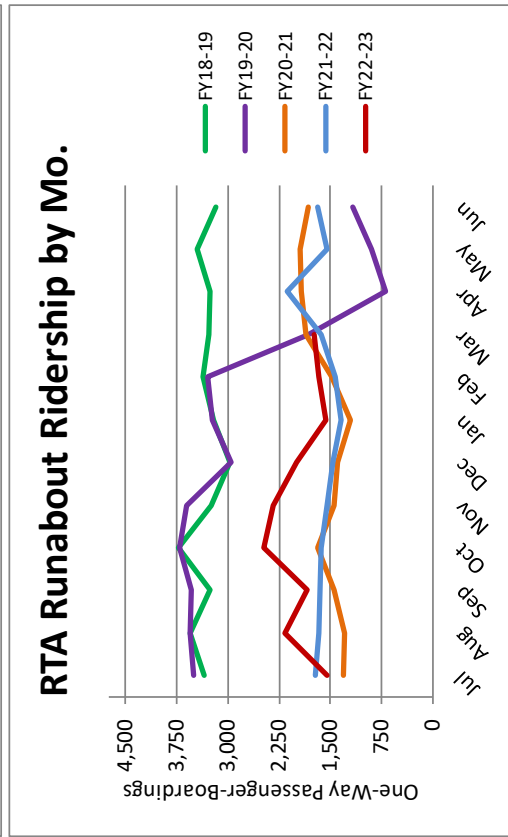
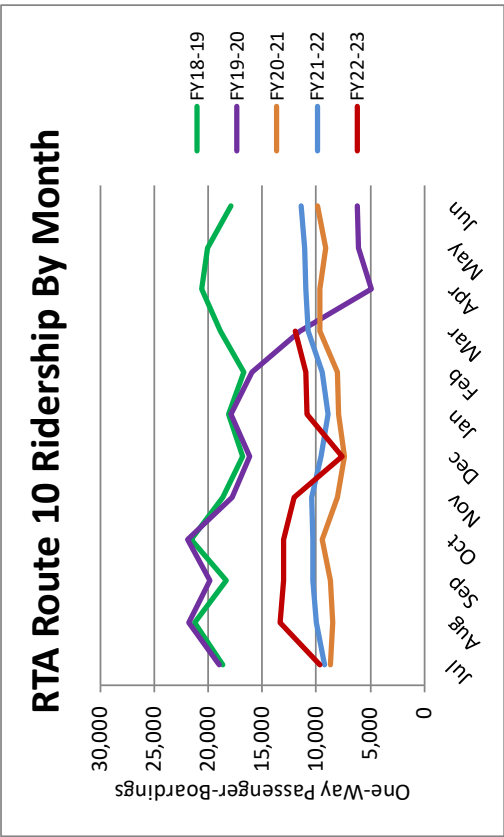


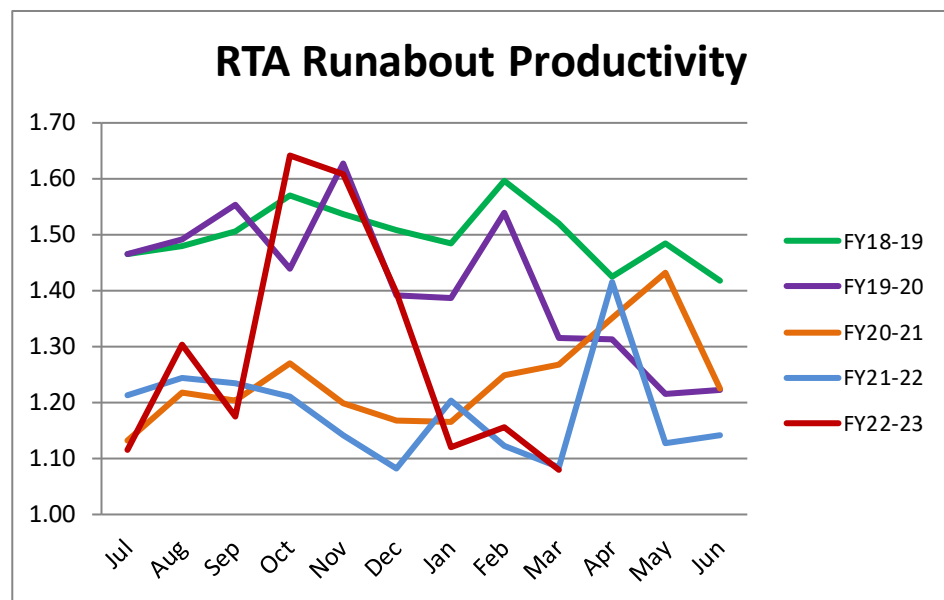
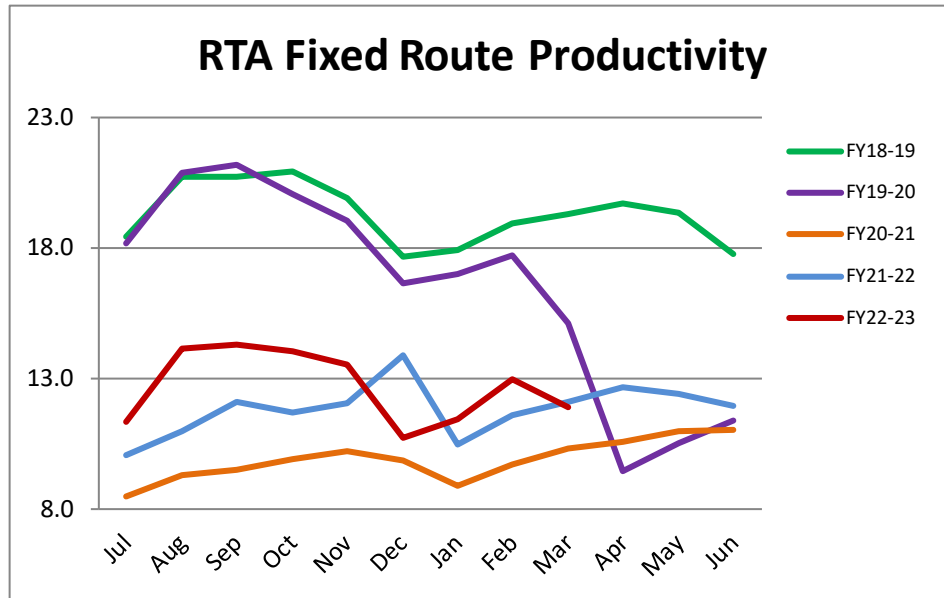
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**YEAR TO DATE THRU MARCH 31, 2023**  
**CURRENT FISCAL YEAR - 2022/2023**

	RT 9	RT 10	RT 12	RT 14	RT 15	TOTAL	RUNABOUT	SERVICES PROVIDED FOR THE CITY OF PASO ROBLES	SERVICES PROVIDED FOR SOUTH COUNTY TRANSIT	SERVICES PROVIDED FOR THE COUNTY OF SLO	SYSTEM TOTAL
	P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	S.M., NIPOMO, A.G., S.L.O.	MORRO BAY, CUESTA, SAN LUIS	CUESTA, SAN LUIS, TRIPPER	SAN SIM., CAMBRIA, CAYUCOS, M.B.	RTA CORE SERVICES					
<b>REVENUES:</b>											
FARES	\$ 144,728	\$ 183,166	\$ 104,215	\$ 22	\$ 9,881	\$ 442,013	\$ 57,643	\$ 95,786	\$ 101,076	\$ 16,567	\$ 713,085
<b>TOTAL ROUTE REVENUES</b>	\$ 144,728	\$ 183,166	\$ 104,215	\$ 22	\$ 9,881	\$ 442,013	\$ 57,643	\$ 95,786	\$ 101,076	\$ 16,567	\$ 713,085
<b>EXPENDITURES:</b>											
ADMINISTRATION	\$ 312,627	\$ 259,057	\$ 182,806	\$ 4,221	\$ 85,823	\$ 844,534	\$ 482,833	\$ 39,652	\$ 94,822	\$ 75,568	\$ 1,537,410
MARKETING	24,138	19,905	14,078	323	6,258	64,703	-	-	3,592	-	68,295
OPERATIONS/CONTINGENCY	1,165,545	988,683	683,081	15,602	325,145	3,178,056	1,640,044	664,673	1,226,743	339,732	7,049,248
FUEL	287,666	287,149	171,920	3,543	91,022	841,300	139,680	73,645	181,706	23,305	1,259,634
INSURANCE	115,872	116,034	69,506	1,374	35,859	338,645	105,792	35,534	80,411	12,902	573,284
<b>TOTAL EXPENDITURES</b>	\$ 1,905,848	\$ 1,670,828	\$ 1,121,389	\$ 25,063	\$ 544,108	\$ 5,267,237	\$ 2,368,349	\$ 813,504	\$ 1,587,274	\$ 451,507	\$ 10,487,871
<b>FAREBOX RATIO</b>	7.6%	11.0%	9.3%	0.1%	1.8%	8.4%	2.4%	11.8%	6.4%	3.7%	6.8%
<b>SERVICE MILES</b>	229,705.7	228,880.6	137,145.3	2,839.9	72,755.9	671,327.3	209,095.0	72,135.3	159,699.2	25,012.0	1,137,268.7
<b>SERVICE HOURS</b>	8,833.4	7,302.1	5,153.4	118.1	2,370.5	23,777.6	13,454.7	5,480.1	10,000.4	2,927.0	55,639.7
<b>RIDERSHIP (Automatic Counters)</b>	110,767	102,501	80,102	2,116	7,742	303,228	17,325	90,964	121,733	10,877	544,127
<b>RIDERS PER MILE</b>	0.48	0.45	0.58	0.75	0.11	0.45	0.08	1.26	0.76	0.43	0.48
<b>RIDERS PER HOUR</b>	12.5	14.0	15.5	17.9	3.3	12.8	1.3	16.6	12.2	3.7	9.8
<b>COST PER PASSENGER</b>	\$ 17.21	\$ 16.30	\$ 14.00	\$ 11.84	\$ 70.28	\$ 17.37	\$ 136.70	\$ 8.94	\$ 13.04	\$ 41.51	\$ 19.27
<b>SUBSIDY PER PASSENGER</b>	\$ 15.90	\$ 14.51	\$ 12.70	\$ 11.83	\$ 69.00	\$ 15.91	\$ 133.37	\$ 7.89	\$ 12.21	\$ 39.99	\$ 17.96

## RTA Budget vs. Actual Expenses

		Adopted Budget FY 2022-23	February Actual	March Budget	March Actual	March Variance	Year to Date FY 2022-23	Percent of Total Budget FY 2022-23
	Hours	83,260	5,700	6,938	6,405	533	52,713	63.3%
	Miles	1,776,120	118,760	148,010	132,628	15,382	1,112,257	62.6%
<b>Administration:</b>								
Labor	operations cost	1,195,030	87,670	99,586	130,292	(30,706)	889,177	74.4%
Labor - Administration Workers Comp	operations cost	42,990	-	-	-	-	31,366	73.0%
Office Space Rental	operations cost	54,370	4,515	4,531	4,515	16	39,680	73.0%
Property Insurance	operations cost	156,660	-	-	74,519	(74,519)	216,314	138.1%
Professional Technical Services	operations cost	224,350	2,691	18,696	3,675	15,020	56,037	25.0%
Professional Development	operations cost	89,800	3,208	7,483	2,397	5,087	40,852	45.5%
Operating Expense	operations cost	340,350	32,832	28,363	31,399	(3,037)	257,890	75.8%
Marketing and Reproduction	hourly	181,860	4,710	15,155	11,718	3,437	68,295	37.6%
North County Management Contract	operations cost	(52,870)	(4,406)	(4,406)	(4,406)	-	(39,653)	75.0%
County Management Contract	operations cost	(108,970)	(9,081)	(9,081)	(9,081)	-	(81,728)	75.0%
SCT Management Contract	operations cost	(126,430)	(10,536)	(10,536)	(10,536)	-	(94,823)	75.0%
<b>Total Administration</b>		<b>1,997,140</b>	<b>111,604</b>	<b>149,791</b>	<b>234,492</b>	<b>(84,701)</b>	<b>1,383,409</b>	<b>69.3%</b>
<b>Service Delivery:</b>								
Labor - Operations	hourly	7,110,700	480,438	592,558	648,697	(56,139)	4,716,286	66.3%
Labor - Operations Workers Comp	hourly	325,010	-	-	-	-	237,131	73.0%
Labor - Maintenance	hourly	1,696,010	119,507	141,334	173,505	(32,171)	1,195,293	70.5%
Labor - Maintenance Workers Comp	hourly	89,000	-	-	-	-	64,935	73.0%
Fuel	miles	1,519,610	120,281	126,634	133,908	(7,274)	1,259,267	82.9%
Insurance	miles	775,230	63,089	64,603	63,089	1,514	573,285	74.0%
Special Transportation (for SLOCAT and Paso)	n/a	44,480	2,233	3,707	2,557	1,150	21,146	47.5%
Avila Trolley	n/a	82,020	-	-	-	-	35,551	43.3%
Maintenance (parts, supplies, materials)	miles	808,540	79,799	67,378	91,022	(23,644)	611,039	75.6%
Maintenance Contract Costs	miles	160,720	19,127	13,393	4,957	8,436	53,608	33.4%
<b>Total Operations</b>		<b>12,611,320</b>	<b>884,474</b>	<b>1,009,608</b>	<b>1,117,735</b>	<b>(108,128)</b>	<b>8,767,541</b>	<b>69.5%</b>
<b>Capital/ Studies:</b>								
Computer System Maintenance/Upgrades		71,800	9,649	17,250	19,798	(2,548)	73,266	102.0%
Miscellaneous Capital								
Maintenance Equipment		85,420	5,146	17,000	16,563	437	42,295	49.5%
Bus Stop Improvements/Bus Stop Solar Lighting		382,390	-	1,700	1,605	95	17,613	4.6%
Large Capital Repairs		603,320	-	-	-	-	302,212	50.1%
Vehicles								
Support Vehicles		57,880	-	-	-	-	-	0.0%
Fixed Route Vehicles		2,824,680	-	-	-	-	-	0.0%
Trolley Vehicles		293,200	-	-	-	-	-	0.0%
Cutaway and Dial A Ride Vehicles		112,500	-	-	-	-	-	0.0%
Runabout Vehicles		302,000	-	248,000	247,463	537	247,463	0.0%
<b>Total Capital Outlay</b>		<b>4,733,190</b>	<b>14,796</b>	<b>283,950</b>	<b>285,429</b>	<b>(1,479)</b>	<b>682,849</b>	<b>14.4%</b>
<b>Contingency</b>		<b>175,300</b>	-	14,608	-	14,608	-	0.0%
	hourly							
<b>PERS Buyout</b>		<b>178,310</b>	14,859	14,859	14,859	-	133,731	75.0%
<b>Loan Repayments</b>		<b>503,170</b>	-	-	-	-	57,847	11.5%
<b>Short Range Transit Plan</b>		<b>250,000</b>	-	-	-	-	-	0.0%
<b>Management Contracts</b>		<b>288,270</b>	24,023	24,023	24,023	-	216,203	75.0%
<b>TOTAL FUNDING USES</b>		<b>20,736,700</b>	<b>1,049,754</b>	<b>1,496,838</b>	<b>1,676,537</b>	<b>(179,699)</b>	<b>11,241,580</b>	<b>54.2%</b>
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		<b>15,250,340</b>	<b>1,034,959</b>	<b>1,212,888</b>	<b>1,391,108</b>	<b>(178,220)</b>	<b>10,558,730</b>	<b>69.2%</b>





**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

**AGENDA ITEM:** C-1

**TOPIC:** CBA between the RTA and Teamsters Local 986

**PRESENTED BY:** Geoff Straw, Executive Director

**STAFF RECOMMENDATION:** Approve Collective Bargaining Agreement between the RTA and Teamsters Local 986

**RTAC RECOMMENDATION:**

**BACKGROUND/DISCUSSION:**

Teamsters Local 986 represents the Bus Operators, Mechanics, Utility Workers and the Parts Clerk employed by the RTA. A tentative agreement was reached after the RTA and Teamsters met, conferred and negotiated in good faith concerning wages, benefits and other conditions of employment required by the Meyers-Milias Brown Act, as well as the RTA Employer-Employee Relations Policy. The contract term would take effect on January 1, 2023 and would expire on December 31, 2026.

The tentative agreement will be considered by the employees that are represented by the Teamsters on April 29, 2023. If ratified, RTA staff will post a copy of the CBA on the RTA's website and email a copy to each RTA Board member prior to the May 3, 2023 meeting.

**Staff Recommendation**

Approve Collective Bargaining Agreement between the RTA and Teamsters Local 986.

***(If ratified by Teamsters Local 986 members on April 29<sup>th</sup>, the CBA document will be distributed under separate cover prior to the May 3<sup>rd</sup> Board meeting)***



253 Elks Lane  
San Luis Obispo, CA 93401  
(805) 541-2228 Fax (805) 781-1291  
[www.slorta.org](http://www.slorta.org)

To: RTA Board Members  
From: Geoff Straw, Executive Director  
Date: May 1, 2023  
RE: **Union-Ratified Collective Bargaining Agreement**

As noted in Agenda Item C-1 in your May 3<sup>rd</sup> Board packet, members of Teamsters Local 986 scheduled a vote on the Tentative Agreement on Saturday April 29, 2023. I am pleased to report that the Union has ratified the Tentative Agreement, and staff's recommendation continues to be that the Board approve the Collective Bargaining Agreement between the RTA and Teamsters Local 986. Please find attached a copy of the final draft Collective Bargaining Agreement.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

***This Page Left Intentionally Blank***





**And**

**Teamsters Union Local 986**

Effective January 1, 2023 to December 31, 2025

## **SECTION I – AGREEMENT**

ARTICLE 1 – RECOGNITION .....	4
ARTICLE 2 – ASSIGNABILITY .....	8
ARTICLE 3 – DURATION .....	8
ARTICLE 4 – NEGOTIATIONS.....	9
ARTICLE 5 – MANAGEMENT.....	9
ARTICLE 6 – RTA RULES .....	9
ARTICLE 7 – GRIEVANCES.....	11
ARTICLE 8 – ARBITRATION .....	13
ARTICLE 9 – REOPENING CLAUSE UNDER WAGE SECTION .....	14
ARTICLE 10 – CHANGES OF CLASSIFICATIONS .....	14
ARTICLE 11 – BULLETIN BOARDS.....	14
ARTICLE 12 – WAIVERS .....	15
ARTICLE 13 – WARRANTIES.....	15
ARTICLE 14 – CHECK OFF.....	16

## **SECTION II – POLICIES AND BENEFITS**

ARTICLE 15 – PROBATIONARY PERIOD .....	17
ARTICLE 16 – SENIORITY .....	17
ARTICLE 17 – DISCIPLINE AND DISCHARGE .....	18
ARTICLE 18 – PUBLIC NOTICES .....	23
ARTICLE 19 – PROMOTIONS.....	23
ARTICLE 20 – LAYOFFS .....	24
ARTICLE 21 – PHYSICAL EXAMINATION .....	24
ARTICLE 22 – ISSUANCE OF PAYCHECKS .....	26
ARTICLE 23 – LOST AND FOUND ARTICLES .....	26
ARTICLE 24 – HEALTH, DENTAL, VISION AND LIFE INSURANCE .....	27
ARTICLE 25 – ROBBERY REIMBURSEMENT .....	29
ARTICLE 26 – LEAVES OF ABSENCE .....	29
ARTICLE 27 – FREE TRANSPORTATION.....	31
ARTICLE 28 – VEHICLE COLLISION AND INCIDENT REPORTING .....	31
ARTICLE 29 – COMPENSATION WHILE ON LEAVE FOR INJURY .....	33
ARTICLE 30 – VEHICLE COLLISION AND EMPLOYEE INCIDENT PREVENTION.....	34

## **SECTION III – BUS OPERATOR PROVISIONS**

ARTICLE 31 – BUS OPERATIONS AND OPERATORS .....	35
ARTICLE 32 – PROVISION AGAINST PYRAMIDING.....	40
ARTICLE 33 – EXTRA BOARD OPERATORS AND PART-TIME BUS OPERATORS.....	40
ARTICLE 34 – MISS-OUTS AND WORK ASSIGNMENT .....	43
ARTICLE 35 – SICK AND VACATION TIME FOR BUS OPERATORS .....	44
ARTICLE 36 – HOLIDAYS .....	46
ARTICLE 37 – RETIREMENT BENEFITS .....	47
ARTICLE 38 – HOURLY WAGES – BUS OPERATORS .....	48
ARTICLE 39 – OPERATOR UNIFORMS.....	49

## **SECTION IV – MAINTENANCE EMPLOYEE PROVISIONS**

ARTICLE 40 – MAINTENANCE DEPARTMENT .....	51
ARTICLE 41 – SICK AND VACATION TIME FOR MAINTENANCE EMPLOYEES.....	56

ARTICLE 42 – MAINTENANCE EMPLOYEES’ HOLIDAYS .....	58
ARTICLE 43 – RETIREMENT BENEFITS .....	59
ARTICLE 44 – WAGES – MAINTENANCE EMPLOYEES.....	60

## **SECTION I – AGREEMENT**

This Agreement is made and entered into by and between San Luis Obispo Regional Transit Authority its successors and assigns hereinafter called the "RTA" or the "Company" and General Teamsters, Airline, Aerospace and Allied Employees, Warehousemen, Drivers, Construction, Rock and Sand Union, Local No. 986, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

### **ARTICLE 1 Recognition**

**SECTION 1. Bargaining** – The RTA recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive representative of all its employees covered by this Agreement. The Union recognizes the powers and duties of the RTA as defined in the RTA Employer-Employee Relations Policy. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage sections of this Agreement which may be amended by mutual agreement. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of the RTA and the Union to meet and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an Agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party.

**SECTION 2. Access** – Any authorized Union representative on the premises of the RTA during working hours to transact Union business shall not unreasonably interfere with or delay any employee in the conduct of work generally adhering to the principles of communicating with employees. It is understood that the authorized Business Agent of the Union shall notify RTA upon arrival when visiting RTA premises. Union Officials shall have access to RTA's premises during work hours for the purpose of seeing that the provisions of the Agreement are being adhered to. In no event may any union representative unreasonably interfere with the operation of the Company.

**SECTION 3. Meetings** – Should the Union desire to discuss with the RTA any general problems not pertaining to grievances, a meeting shall be arranged upon written request at a time mutually agreed upon. Any such meeting may include either employees and/or Union stewards.

**SECTION 4. Definitions** – When the term “employee” is used in this Agreement, it shall mean an operating or maintenance employee included within the classifications of employees as set forth in the wage sections of this Agreement which may be amended by mutual agreement.

When the term “day” is used in this Agreement, it shall mean those days that the RTA administrative offices are open, generally, Monday through Friday, excluding Holidays as set forth in Articles 36 and 42.

**SECTION 5. Stewards** – The list of names of all authorized Union stewards shall be given to the Executive Director in advance of a disciplinary investigation, grievance or other meeting that requires a Union steward. Union stewards shall be bargaining unit employees designated by the Union. A Union steward shall have the right to represent bargaining unit employees during discipline investigations and the grievance procedure. After being recognized by management, a Union steward shall be granted reasonable release time to represent employees in rights disputes.

**SECTION 6. Union Security** – Dues/“Fair-Share” Fees Deduction

- A. **Membership** – Any employee in the unit who is currently or after the effective date of this Agreement becomes a member of Union shall remain a member for the duration of this Agreement. However, during the month of December of any year of this Agreement any member may withdraw from the Union their membership by notifying the RTA and the Union through written cancellation of membership.
- B. **Representational Fee** – All unit employees are subject to the payment of a representation fee, but hereunder shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employee’s additional pro rata share of expenditures by the Union that is in aid to activities or causes of a

partisan, political, or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident for meeting and conferring or administering the Agreement.

- C. **Dues Deduction** – During the term of this Agreement, upon receipt of an executed voluntary written authorization, the RTA shall deduct Union dues from the second pay warrant of the month for employees who are members of the Union. The form for this purpose shall be provided by the Union and the amounts to be deducted for Union dues shall be certified to the RTA by the appropriate Union official.
- D. **Agency Shop** – The following agency shop provisions are set forth for informational purposes to generally describe requirements of Government Code section 3502.5 and other applicable laws. If any of the following descriptions are inconsistent with Government Code section 3502.5 or any other applicable law, the provisions of the applicable law shall apply.
1. **Agency Shop** – Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and any other applicable law.
  2. **30 Days** – Unless an employee qualifies for an exemption under subsection 8 below, within thirty days after the State Mediation and Conciliation Service's certification of approval of the agency shop election results, each employee shall be required to either become and remain a member of the Union or pay an agency fee to the Union in an amount that does not exceed that which may be lawfully collected.
  3. **Payroll Deductions** – Union dues or fees shall be deducted by the RTA from an employee's paycheck on the first two bi-weekly payroll periods starting the first day of the month following completion of thirty (30) calendar days of employment, subject to the limitations and practices of the RTA's payroll system.

4. **Fee** – As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.
5. **Disclosure** – The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.
6. **Procedure** – The Union shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). The Union shall make a copy of such a procedure available to non-union member employees and the RTA.
7. **Description** – The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.
8. **Exemption from Agency Fee Obligations:**  
**Religious/Conscientious Objections** – An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or

financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee must present a written declaration to the Union, with a copy to the RTA that he or she is qualified for this exemption. The employee will be required to pay agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee from a list designated by the parties. This list will be agreed upon by the Union and the RTA prior to the collection of fees under this article.

9. **Leave Without Pay/Insufficient Earnings** – The employee's earning must be sufficient, after required deductions are made, to cover the full amount of the dues or agency shop service fees. Therefore, when an employee is in a non-pay status for an entire pay period, no withholding will be made to pay for agency fees. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over Union dues and agency shop fees.
10. **Rescission of Agency Shop** – An agency shop provision may be rescinded pursuant to the procedures contained in Government Code section 3502.5(d) and as further defined in the RTA Employer-Employee Relations Policy. Rescission elections shall be conducted by the State Mediation and Conciliation Service using the same procedures utilized for the implementation election.
11. **Union Indemnification** – The Union shall indemnify, defend, and hold the RTA, its governing board, officers, and staff, harmless against any and all claims, demands, suits, orders, or judgments, or any other form of liability that arises out of or by reason of this article, or action taken or not taken by the Union or the RTA under this article. This includes, but is not limited to the RTA attorney's fees and costs.



## **ARTICLE 2**

### **Assignability**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change, geographical, or otherwise, in the location or place of business of either party hereto.

## **ARTICLE 3**

### **Duration**

**SECTION 1. Notice** – This Agreement shall be in effect from January 1, 2023 to December 31, 2025 both inclusive, and from year to year thereafter, except that at the expiration of the contract term or of any renewal thereof either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its terms.

Said notice shall be in writing and be delivered to the other party not more than one-hundred and twenty (120) and not less than ninety (90) calendar days before the expiration of the contract term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

**SECTION 2. Impasse** – If either party declares impasse, the State Mediation and Conciliation Service and any State agency established to mediate and conciliate disputes within the State shall be notified of the existence of a dispute and requested to mediate said dispute.

## **ARTICLE 4**

### **Negotiations**

It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of the RTA and the duly authorized representatives of the Union.

## **ARTICLE 5**

### **Management**

RTA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by RTA and not abridged herein include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

## **ARTICLE 6**

### **RTA Rules**

**SECTION 1. Enacting New RTA Rules** – It is mutually agreed that reasonable rules and regulations made by the RTA, not in conflict with the provisions of the Agreement or any Federal, State, County or City law, are necessary to the efficient operation of the equipment and maintenance of RTA's property. For all non-safety related rules and regulations, the RTA will transmit an electronic copy to the Local Union Office at least five (5) business days in advance of posting. Safety related rules and regulations

RTA will be posted in the same manner as non-safety related rules and regulations unless safety considerations demand immediate posting. In that event, the RTA will transmit an electronic copy to the Local Union Office as soon as possible.

**SECTION 2. Removal of Obsolete Rules** – The RTA shall update, document and remove any rule, regulations, policies, procedures, or bulletins that are in conflict with each other or with the Agreement.

**SECTION 3. Exercise of Good Judgment** – The Company operates public transportation services in a legal and prudent manner, and management will never require any employee to break the law, act unethically, take unreasonable risks, or work in what the RTA considers an unsafe manner. It shall not be a violation of this Agreement, or cause for disciplinary action, where employees reasonably refuse to operate equipment or a vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any State or Federal rules, regulations, standards or orders applicable to commercial vehicle safety or health.

For the purposes of this Agreement, the term "reasonable" shall mean the reasoning and actions of an ordinary, prudent person who normally exercises due care while avoiding extremes of both audacity and caution.

## **ARTICLE 7**

### **Grievances and Grievance Procedures**

**SECTION 1. Definition** – A grievance is defined to be any complaint or dispute arising between the parties of this Agreement as to working conditions or as to the application of this Agreement between the parties.

**SECTION 2. Grievance Procedure** – In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

- A. **Presentation of Grievance** – No grievance shall be entertained or considered unless it is presented in the following manner:

**Step 1: Verbal** – The employee or the Union shall confer with the employee's Lead Supervisor or Assistant Maintenance Manager, or his/her designated representative, within ten (10) work days after an incident occurs which causes the employee know, or by the exercise of reasonable diligence could have allowed the employee to know, the facts upon which the grievance is based. The Lead Supervisor or Assistant Maintenance Manager, or his/her designated representative, shall give his/her answer to the employee not later than five (5) work days after the conference with the employee.

**Step 2: Written** – If the answer of the Lead Supervisor or Maintenance Supervisor, or his/her designated representative, in Step 1 is unsatisfactory, the grievance shall be presented in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought to the Manager of Operations or Manager, Maintenance and Facilities within ten (10) work days after the answer in Step 1.

**Step 3: Director** – If the grievance is not resolved within five (5) work days after the receipt of the written grievance in Step 2 by the Manager of Operations or Manager, Maintenance and Facilities, the grievance shall automatically move to the Executive Director or his/her designated representative.

- B. **Timeliness** – Any grievance presented in a due and timely manner as hereinabove provided shall be taken up by the officers or committee of the Union and the Executive Director or his/her designated representative or designated officials of the Company within ten (10) work days of the completion of Step 2, and the Company's decision will be in writing to the Union.
- C. **Settlement** – Within fifteen (15) work days thereafter such grievance shall be settled or arbitration shall have been demanded as hereinafter provided. If not so settled and if arbitration shall not have been so demanded by either the RTA or the Union, such grievance

shall be considered waived.

**SECTION 3. Time Waiver** – The time limits herein specified shall be calculated by excluding Saturdays, Sundays and Holidays. Time limits may be waived by mutual agreement. Grievances submitted dealing with a Notice of Intent to Discipline are to be filed within 5 work days and will be adjudicated according to the steps detailed in Article 17 Section 6.

**SECTION 4. Notice** – For all purposes hereunder, notices will be considered sufficiently served when mailed postage prepaid by certified mail, or when hand-delivered, or electronic transmission (e-mail or facsimile with verification), to the Executive Director, or his/her designated representative, at 253 Elks Lane, San Luis Obispo, CA 93401 for service upon the RTA.

## **ARTICLE 8**

### **Arbitration**

In the event any grievance cannot be adjusted as set forth in Article 7 hereof, and either party elects to go to arbitration, such party may do so by sending written notice of such desire to the other party within a period of fifteen (15) work days after the date of the delivery of the decision of the Company as provided in Article 7, Section 2, paragraph A, hereof.

- A. **Selection of an Arbitrator** – An arbitrator shall be selected from a list of seven (7) names obtained from the State Mediation and Conciliation Service. Such a list shall be one mutually requested by the parties to this Agreement, and shall be used until such time that either party requests that a new list be requested from the SMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.
- B. **Arbitrator's Jurisdiction** – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide

more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the RTA.

- C. **Fees and Expenses of Arbitration** – The expenses of the arbitrator and hearing room will be equally shared between the RTA and the Union. All other costs shall be borne by each party.

## **ARTICLE 9**

### **Reopening Clause Under Wage Section**

Notwithstanding the provisions of Article 3, in the event the RTA, or any part of it, is acquired by purchase, lease or otherwise, or operated, by any successor, and in the event that the successor so acquiring or operating the RTA pays a higher basic hourly, daily, or weekly wage rate, including the product of any cost of living escalator provision, to any employee or employees performing comparable work to the work performed by employees under the terms of this Agreement, the Union may, after the effective date of such purchase, lease or otherwise, reopen the wage provisions of this Agreement upon thirty (30) calendar days' notice in writing.

## **ARTICLE 10**

### **Changes of Classifications**

Should changes be made in the maintenance and operation of the RTA's equipment creating classifications of employees not contemplated or covered by this Agreement, the parties hereto agree to negotiate supplemental agreements covering such necessary changes in classifications.

## **ARTICLE 11**

### **Bulletin Boards**

Bulletin boards shall be provided for the exclusive use of the Union on RTA's property for the proper display of official bulletins, notices, etc.;

provided that in order to entitle such bulletins and notices to be posted on the board they shall be attested to by the proper officers of the Union and may only be posted by a duly authorized Union representative.

## **ARTICLE 12**

### **Waivers**

The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 13**

### **Warranties**

**SECTION 1. Performance** – Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

**SECTION 2. Signatory** – The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

**SECTION 3. Complete Agreement** – This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and 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.

Unless otherwise specifically set forth herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

## **ARTICLE 14**

### **Check Off**

**SECTION 1. Payroll Deduction** – The RTA agrees to deduct from the pay of each member of the Union employed by the RTA, such dues, fees and assessments as may be levied by the Union. Payment will be made by RTA to the Union within ten work days – excluding Holidays – following the second payday in each calendar month. The Union shall furnish to the RTA at least five (5) work days prior to the last day of each calendar month a list of all Bus Operators employed by the Company and belonging to the Union, and a separate list of all maintenance employees of the Company belonging to the Union, together with the amount of the deductions to be made from the next pay check of each person shown on such lists. The RTA agrees to remit to the Union such lists. The RTA agrees to remit to the Union within ten work days following the second payday in each calendar month the aggregate amount of the deduction shown on the lists so furnished during the immediate preceding calendar month.

**SECTION 2. Request for Deduction** – The individual authorization for the deduction of regular monthly membership dues shall be signed by the affected member and a copy of the Teamsters-provided authorization form shall be provided to the RTA Human Resources Officer.



## **SECTION II – POLICIES AND BENEFITS**

### **ARTICLE 15**

#### **Probationary Period**

All new employees shall be on probation for a period of one hundred eighty (180) calendar days after the successful completion of the training period. Such probationary period shall constitute a trial period during which the RTA is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. All rights, benefits and privileges, including the application of grievance and arbitration procedure, shall be applicable to probationary employees; except the judgment of the RTA regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure.

### **ARTICLE 16**

#### **Seniority**

**SECTION 1. Definition** – All seniority shall be proper seniority and shall be governed by the date and hour of employment with the RTA. Seniority of service with the RTA and qualifications which shall be jointly determined by the Company and the Union shall govern in run bidding, promotions, layoffs, and re-employment of qualified employees. This Section and Article shall apply only to those job classifications which are included in the terms of this Agreement. For purposes of job bidding, seniority is defined as the amount of time that the employee has been continuously employed either by the RTA (August 1, 2009) or the amount of time the employee was continuously employed by RTA's previous contractors and RTA immediately thereafter. For purposes of wages and all other employee benefits, seniority is defined as time employed by the RTA, August 1, 2009.

**SECTION 2. Transferring** – Employees transferring from the operating department to the maintenance department or from the maintenance department to the operating department, with the consent of the RTA and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

**SECTION 3. Effect of Transfer or Promotion on Seniority** – No change in classification of an employee, whether within any one of the main classifications covered under this Agreement or from one main classification to another within the RTA, shall cause any loss in the seniority of such employee for a period of ninety (90) days. In the event of a request by the employee to revert back to the original classification or a decision by the RTA that the employee has proven unqualified for the new classification during this ninety (90) day period, the employee shall be restored to his/her former position without loss of seniority, provided the position in the original classification has not been filled.

## **ARTICLE 17**

### **Discipline and Discharge**

**SECTION 1. Compliance** – Employees shall be in compliance with all rules, regulations, policies and procedures, verbal directives, bulletins, and instructions provided by RTA. Ignorance of the aforementioned will not be accepted as a valid reason for failing to comply.

A written complaint may be entered into an employee's personnel file provided it is properly investigated and the RTA issues an adverse notation. In the event a verbal complaint is made against an employee, the RTA shall first reduce such verbal complaint to writing. A copy of the complaint will then be furnished to the employee. In the event the employee disputes the complaint, he or she shall submit a written response within five business (5) days. The complaint, however, shall not be used for disciplinary or discharge purposes unless it results in an adverse notation.

**SECTION 2. Discipline For Cause** – No employee will be disciplined, discharged, suspended, nor will adverse entries be made in a personnel record, except for just and sufficient cause. "Discipline" shall mean a documented verbal or written warning, loss of pay, suspension, demotion, or termination of regular employment. Documented verbal warnings, as well as written warnings that do not include suspension without pay, are subject to the grievance process.

**SECTION 3. Employee Records** – In cases of disciplinary action for a generally unsatisfactory record, positive or negative notations on an

employee's record more than eighteen (18) months old as of the date of the infraction under investigation, will not be taken into consideration or be admissible as evidence.

**SECTION 4. Notice of Intent to Discipline** – RTA agrees that it will notify the employee and the Union, in writing, within fifteen (15) work days from the date of knowledge, that a specific employee is responsible for the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline. No employee will be disciplined, discharged or suspended unless a copy of the precise and complete charges against the employee is furnished to the employee, with an electronically-transmitted copy to the Union, within fifteen (15) work days. Time limits set by this paragraph may be extended during any period where an active criminal investigation is underway related to suspected theft or embezzlement.

**SECTION 5. Right to Union Representation** – Employees shall have the right to Union representation at any investigatory interview or hearing which RTA conducts for the purpose of determining the possibility of disciplinary action against the employee, provided the employee makes a clear and timely request for representation to the RTA representative conducting the investigation, and the Union provides a representative in a reasonable time.

**SECTION 6. Hearing Process** – Employees shall have the exclusive right to request a Skelly hearing on the charges within five (5) work days of receipt of the charges and intent to impose discipline. Failure to request a hearing within five (5) work days after receipt of the charges will be a forfeiture of the right to a hearing, provided, however, for good and sufficient cause, the time limitation to answer the charge may be extended by RTA. The hearing shall be held within ten (10) work days of the date the request for a hearing is received by RTA. An employee who has been notified of RTA's intention to render discipline shall be entitled to a fair and impartial hearing by an RTA representative not directly involved with the investigation, who will serve as the Hearing Officer.

**SECTION 7. Employee Review of Facts** – During investigation hearings, the employee and the Union representative will be allowed to question all

pertinent and present witnesses, and to read all papers and view evidence pertaining to the charges.

**SECTION 8. Written Decision** – The Hearing Officer shall render a written decision to the employee's supervisor within three (3) work days, following completion of the hearing. The employee's supervisor will then issue a final determination notice that includes a copy of the Hearing Officer's written decision within ten (10) work days of the hearing. That determination notice shall be provided to the employee in-person, via interoffice mail system or via U.S. Postal Service first-class certified mail, with an electronic copy provided to the Union. The employee shall then have up to five (5) work days from the date the determination notice was received to protest the decision, and RTA will provide a second-level appeal hearing within ten (10) work days.

**SECTION 9. Appeal of Written Decision** – If an appeal hearing is requested, it will be conducted within ten (10) work days by RTA's Executive Director (or his designated representative), who will serve as the Appeal Hearing Officer. Following the appeal hearing, the Appeal Hearing Officer will render a written decision within fifteen (15) work days, and this notice shall be provided to the employee in-person, via interoffice mail system or via U.S. Postal Service first-class certified mail, with an electronic copy provided to the Union.

**SECTION 10. Major Offenses** – Violations of the following rules are considered major offenses and shall be grounds for suspension with pay pending investigation:

- A. The use or possession of alcohol, while on duty.
- B. The sale, offer to sell, purchase, use, manufacture, transfer or possession of illegal drugs or substances, or legal prescription drugs illegally obtained or not used as specifically prescribed. The use of legal drugs, at any level, or in a manner, combination or quantity that hinders an employee's ability to perform the job is prohibited. Additionally, no employee shall bring drug paraphernalia onto RTA property or into RTA equipment or vehicles.
- C. Refusal to submit to a drug or alcohol test.
- D. Falsifying a report, timesheet/timecard or a certificate or declaration of injury or sickness.

- E. The use, threatened use, and/or possession of weapons are prohibited. They are not to be on the person of any employee during working hours or while on RTA property. Weapons include, but are not limited to: guns, knives, edged objects, stun guns, mace, or any instrument used to inflict harm or injury. Possession of a pocket knife or utility tool with a blade length of less than two (2) inches is permissible for personal use. The carrying of pepper spray while on duty is prohibited unless written permission is granted.
- F. Theft.
- G. Conviction of a felony or Driving Under the Influence (DUI) on or off duty. Employees failing to report to Dispatch a DUI arrest prior to starting his or her next scheduled shift is considered a major offense.
- H. Lewd or lascivious behavior while on or off duty and while in RTA uniform.
- I. Failure to immediately report a vehicle collision or safety incident that involves an RTA vehicle or property.
- J. Falsifying a vehicle collision or safety incident report that involves damage to an RTA vehicle, another vehicle, RTA property, a fixed object or involving bodily injury, whether suffered by the RTA employee involved in the vehicle collision or safety incident or another person and whether actually suffered or claimed to be suffered.
- K. Job Abandonment: Defined as failure to contact RTA Dispatch or an RTA Supervisor for two (2) or more consecutive calendar days of unauthorized absence without a reasonable justification. A reasonable justification includes emergency medical treatment, hospitalization, automobile collisions, and schedule failure of public transportation, acts of God or natural disasters.
- L. Racial harassment or sexual harassment or other behavior of a discriminatory nature.
- M. Knowingly driving an RTA vehicle without a valid, proper California driver's license (including appropriate endorsement) or with a suspended or expired license or DOT medical card. It is the employee's responsibility to maintain a valid license and current DOT medical card at all times while in the employ of RTA.
- N. Vandalism or willful damage to RTA property or equipment, or to another RTA employee's property or equipment while on RTA premises.

- O. Fighting or any physical violence on RTA property or while on duty except to prevent personal injury.
- P. Involvement in any one preventable vehicle collision or safety incident that results in death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of a body member, organ or paralysis) that is caused by the employee's negligence. The employee will be considered to have been negligent if as a result of such a vehicle collision or safety incident he/she is determined to have violated any local, State or Federal law in connection with the collision/incident.
- Q. Fueling a personal vehicle using an RTA fueling resources without documented authorization from a Lead Supervisor, Manager or Director.
- R. A Bus Operator knowingly starting and/or removing an RTA vehicle from RTA property that is "red-tagged" (unable to be used for any reason).
- S. The use of cellular telephones, pagers, radios, MP3 or other portable music or video players, including the use of peripheral equipment such as earphones, earbuds, "Bluetooth" equipment and other hands-free devices while operating an RTA vehicle.
- T. Allowing an unauthorized person to operate an RTA vehicle.
- U. Dishonesty, providing false or misleading statements, or attempting to hide facts that may have led to the root cause of an incident under investigation.

**SECTION 11. Suspension and Administrative Leave** – Except as provided in Section 10 herein, RTA will not suspend or remove from service any employee until the completion of an investigation and the discipline is prescribed. However, employees may be withheld from active service and placed on paid administrative leave and suffer no loss of pay until the investigation is complete. An employee shall be compensated at his/her rate of pay. An employee who has been suspended and not returned to duty shall be handled in accordance with Section 4 of this Article.

**SECTION 12. Suspension To Protect the Public Safety** – RTA shall have the right to suspend any employee for a period not exceed three (3) work days with pay for any act or omission of the employee of such a nature that

RTA deems that it would be detrimental to the public's safety to retain the employee on duty status. Within three (3) work days, RTA shall either commence proceedings as set forth in Section 4 herein, or return the employee to full duty status. In the event the employee is returned to duty state without formal proceedings, or is found not to be at fault, he or she shall be entitled to such pay and benefits from the date of suspension as would have accrued had the employee not been suspended.

**SECTION 13. Discipline for Non-Major Offenses** – Notwithstanding the major violations enumerated in Section 9 herein, RTA may impose discipline for violations of rules, regulations, policies and procedures, orders, bulletins and instructions in accordance with Section 4.

**SECTION 14. Passenger Behavior** – Passenger behavior on RTA buses and facilities is governed by RTA's Passenger Code of Conduct. Violations of that policy, as well as any criminal sanctions identified in California Penal Code 640, may result in denial of RTA Service.

Passenger violations of RTA's Passenger Code of Conduct will allow Bus Operators to call for assistance from an RTA Supervisor. Any behavior that is perceived by the Bus Operator to risk imminent damage to RTA property or personal injury will allow a Bus Operator to inform RTA Dispatch that he or she is ceasing service and seeking assistance from local police. RTA will not discipline a Bus Operator for ceasing service and calling local police when an imminent threat occurred.

## **ARTICLE 18**

### **Public Notices**

No public notice shall be posted relative to errors, shortages, or mistakes which have been made by individual employees covered by this Agreement.

## **ARTICLE 19**

### **Promotions**

Any employee covered by this Agreement, who is promoted to a position not included within the scope of this Agreement, shall within ninety (90)

calendar days of such promotion determine if he/she shall continue on such promotion or return to his/her previous job. Employees who elect to remain in such new position shall forfeit all departmental seniority. Provided, further, that any employee who is promoted a second time, will immediately forfeit all departmental seniority.

## **ARTICLE 20**

### **Layoffs**

In the event layoffs become necessary, such layoffs shall be in inverse order of seniority of the classification affected. When a vacancy or vacancies occur thereafter, the RTA shall notify the Union within five (5) working days as to such vacancy or vacancies and such laid-off employee or employees shall be rehired upon a basis of seniority and their seniority restored, provided they report for duty within a period of ten (10) calendar days after the receipt date of notification of recall by the RTA in the form of registered (certified) mail. This notification will be mailed to the last known address of the employee which is on file with the RTA. In the event no laid off employees report within the time specified above, the RTA shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by the RTA for a period of thirty (30) calendar days or more shall receive at least fourteen (14) calendar days' notice of any layoff.

## **ARTICLE 21**

### **Physical Examination**

**SECTION 1. Required** – The Company may require any of its employees to submit to a physical examination by a physician duly licensed to practice as such to determine fitness for duty.

**SECTION 2. Physician** – The examining physician shall be selected by the RTA and the cost of such examinations shall be paid by the RTA.

**SECTION 3. Fitness for Duty** – As a condition of continued employment with the RTA, any physical examination provided for above must reveal the physical and mental fitness of the employee involved to perform his/her duties.



**SECTION 4. Drug and Alcohol-Free Workplace** – RTA’s goal is to provide for a healthy and safe work environment and therefore maintain a drug- and alcohol-free workplace as defined in the RTA Drug-Free Workplace Policy and Program. Employees shall be subject to post accident, random and reasonable suspicion drug and alcohol testing as set forth in the FTA and US DOT 49 CFR Part 655 and 49 CFR Part 40 as amended and the RTA Drug-Free Workplace Policy and Program.

**SECTION 5. Unfitness** – Should any physical examination provided for above reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

- A. The employee involved may continue working while undergoing medical treatment if the examining physical shall certify to his/her ability to do so safely.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform his/her duties may be required to supply the RTA with a physician’s report covering his/her condition at least once every thirty (30) calendar days.

**SECTION 6. Paid Time** – Any employee when required by the RTA to be relieved from duty for the purpose of taking a physical examination shall be paid for the time lost in taking such physical examination.

**SECTION 7. DMV Posting** – For the purpose of the Department of Motor Vehicles physical examination, the Company will provide a list of authorized examining doctors that will complete the employee’s physical examination at no cost to the employee. If the employee chooses to use a doctor that is not on the Company-provided list, the employee will be

solely responsible for the costs of the physical examination. On the first day of each month, the RTA shall post a list of employees who are due to take the Department of Motor Vehicles physical examination during the following month. For the purpose of interpretation of this Section, any and all examinations required by the Department of Motor Vehicles, California Highway Patrol, or any other authoritative agency, will be included.

## **ARTICLE 22**

### **Issuance of Pay Checks**

**SECTION 1. Pay Day** – The RTA will make every effort to issue the payroll every other Friday starting no later than 5:00 a.m. In the event a Holiday falls on a Friday, the RTA will make every effort to issue the payroll on the previous day. However, should a system breakdown occur, the payroll will be issued no later than the following Wednesday. No loss in pay will result should this occur.

**SECTION 2. Deductions** – All deductions will be shown on the pay check stub for social security, disability insurance, group insurance, coveralls, uniforms, union dues, withholding tax and dependent insurance. Pay check stubs shall also show the amount of time paid for straight time, overtime, vacation, student instruction, and any changes in classifications and rates of pay.

**SECTION 3. Termination Pay Check** – If an employee is terminated, the employee must return to RTA all items issued by RTA to the employee when receiving his or her last pay check. Such items include uniforms, keys, fuel cards, employee badge and other equipment. If an employee resigns, retires or gives notice, he will return all RTA property his last day worked.

## **ARTICLE 23**

### **Lost and Found Articles**

Lost and found policies and procedures are governed by California Civil Code 2080.1. Each employee shall report to RTA dispatch each article found on RTA property and not claimed by the losing passenger before such employee completes his/her shift on the day upon which such article is found. If the RTA Lead Operations Supervisor determines that the value of

the property is greater than \$100, the item will be turned over to the San Luis Obispo Police Department; all other non-perishable items shall be held by RTA for a minimum 90-day period, after which the item will be donated to a local charity or thrown away.

## **ARTICLE 24**

### **Health, Dental, Vision and Life Insurance**

**SECTION 1. Group Plan** – The Company shall provide the administration of the Group Insurance Plan.

### **SECTION 2. Premiums:**

- A. The RTA agrees to pay for a portion of the provision of medical, dental, and vision insurance for the life of this Agreement for eligible Full-Time employees, and medical insurance for Part-Time/Health-Benefited employees. Full-Time and Part-Time/Health-Benefited statuses under this Agreement are defined in Article 31 Section 1 for Bus Operators and in Article 40 Section 1 for maintenance employees.
- B. Following ratification of this Agreement, commencing on July 1, 2023 and for the duration of this Agreement, the RTA will pay 100% of the monthly contribution for the employee's medical insurance premium (for the remainder of calendar year 2023, this equates to \$988.80). If the employee elects to cover one dependent, the RTA will make a monthly contribution equating to 70% of the monthly premium for the Affordable Care Act-qualifying medical plan option (as of January 1, 2023, known as the "Anthem Silver PPO Plan," or \$995 per month for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount. If the employee elects to cover two or more dependents, the RTA will make a monthly contribution equating to 70% of the Anthem Silver PPO Plan monthly premium (\$1,290 for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount.
- C. All Full-Time employees are also be provided dental and vision insurance coverage (as of January 1, 2023, these plans are known as Delta Dental PPO and VSP Vision) at no cost to the employee.

Following ratification of this Agreement, commencing on July 1, 2023 and for the duration of this Agreement, if a full-time employee elects to cover one dependent, the RTA will make a monthly contribution equating to 70% of the monthly premium (\$65 for dental insurance and \$8 toward for vision insurance for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount. If the full-time employee elects to cover two or more dependents, the RTA will make a monthly contribution equating to 70% of the monthly premium (\$105 toward the dental insurance premium and \$12 for vision insurance for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount

- D. The RTA may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

### **SECTION 3. Incidental Benefit for Opting Out:**

- A. RTA-designated Full-Time benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical benefits, as well as Dental and Vision Benefits, through another means and who do not elect to receive Medical, Dental and Vision Benefits through RTA may "opt out" of these benefits and shall receive an incidental payment of \$175 monthly in lieu of the contribution as defined above.
- B. Full-Time and/or Part-Time/Health-Benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical Benefits through another means and who do not elect to receive Medical Benefits through RTA may "opt out" of the medical benefit and shall receive an incidental payment of \$125 monthly in lieu of the contribution as defined above.

**SECTION 4. Prescription Safety Eyewear** – The RTA will reimburse the cost of prescription safety eyewear on an as needed basis for maintenance employees who are required to wear eye protection in order to safely perform their job. A reimbursement request greater than \$400 will require Executive Director approval. For the purposes of this Section, "as needed"

shall be defined as upon hire, when a maintenance employee subsequently begins wearing prescription eye glasses, when a maintenance employee submits an Incident Report stating how existing protective eyewear has become damaged while on duty, or when the employee's prescription changes enough to warrant issuing a new set of eyewear.

## **ARTICLE 25**

### **Robbery Reimbursement**

The loss of any employee's property resulting from a holdup, robbery, vehicle collision or assault on the employee which occurs while the employee is on duty shall be reimbursed by RTA up to \$500 per occurrence, provided a police report that details all stolen or damaged items is filed and a copy provided to RTA. Such reimbursement shall be paid upon submission of replacement receipt that clearly portrays the employee's actual out-of-pocket costs for replacement.

## **ARTICLE 26**

### **Leaves of Absence**

**SECTION 1. Leaves for Personal Reasons** – Leaves of absence without pay for good and sufficient reason will be granted for a period not to exceed thirty (30) consecutive days when practicable.

Employees wishing leave of absence will apply in writing to the Executive Director for approval. The Executive Director will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on their application for leave of absence within a reasonable time. In cases of proven emergency such leaves will be granted immediately. All RTA property, except annual RTA passes issued to the employees, must be turned in by employees prior to taking their leaves of absence.

An employee who accepts gainful occupation while on paid sick leave or protected leave (also known as "moonlighting"), except as provided in Section 1 of this Article, terminates his/her employment with the RTA unless otherwise mutually agreed to between the RTA and the Union.

When it is proven that any employee abuses any RTA leave privilege or if he/she should feign an illness, such employee is subject to discipline as prescribed in Article 17.

**SECTION 2. Jury Duty** – Should any Full-Time employee be required to serve on jury duty, said employee will be paid his/her regular straight time rate of pay on a basis of eight (8) hours per day, less jury duty compensation, for a period of time not to exceed one (1) week excluding Saturdays and Sundays in a floating one (1) year period.

**SECTION 3. Bereavement Leave** – The State of California requires employers to provide five (5) days of protected Bereavement Leave. Three (3) eight (8) hour days with pay will be granted upon request of a Full-Time employee upon the death of a member of his/her immediate family the Full-Time employee is permitted to use Sick Leave, personal days, Vacation days, or leave without pay for the remaining two (2) days. Part-Time and Casual employees may use Sick Leave or leave without pay. Additional bereavement leave for Full-Time, Part-Time or Casual employees beyond the five (5) days may be approved by the employee's department manager upon written request. Bereavement Leave does not need to be taken in consecutive days.

The bereavement leave will be applied to the employee's parents (including step-parents), spouse, children, step-children, brothers (including in-law), sisters (including in-law), grandchildren, grandparents, parents of the spouse, and domestic partners registered with the State of California. Bereavement leave will only be paid if the employee attends the funeral, or requests the time to grieve for their lost family member.

Employee's absence on the day before or the day after a Holiday due to bereavement leave will not be considered as a basis for non-payment of Holiday pay, but will be considered as time worked.

In the event a member is bereaved while he/she is on vacation the appropriate applicable time will be replaced to the vacation bank upon the employee's return, provided written notice is supplied to the Company within ten (10) calendar days after the employee returns.

Proof of death must be supplied by submitting an obituary notice from a newspaper or letter from the mortuary involved signed by the manager.

**SECTION 4. Military Leave** – Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) calendar days after their official discharge from the service. The provisions of this Article shall apply to those entering the military service coming within the terms of the selective service law. Such absence in the military service shall not be deemed to break the continuity of service for the computation of seniority, rates of pay, and vacation. Employees leaving the Company to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

**SECTION 5. Doctors Note** – The Executive Director may approve a leave of absence of up to five (5) calendar days due to an employee sickness. However, if an employee is off for more than five (5) calendar days, he/she shall furnish the Company with proper papers showing that he/she has been attended to by a physician and a release from his/her physician showing that he/she is able to return to work.

Any Bus Operator returning to work from sick leave shall notify the Dispatcher not later than 11:30 a.m. on the date prior to his/her returning to work. Any maintenance employee returning to work from sick leave shall notify the Manager, Maintenance and Facilities, at least one (1) hour prior to the start of his/her shift or assignment.

**SECTION 6. Inability to Perform Essential Job Functions** – If an employee becomes unable to perform the essential functions of his or her job through no fault of RTA, an unpaid leave may be granted by the RTA Executive Director. Under this circumstance, the RTA, the employee and a Union representative will meet to collaboratively to determine a schedule for possible return to work. In no case shall the initial schedule be longer than thirty (30) calendar days; it may be extended up to another thirty (30) day period at the discretion of the Executive Director.

## **ARTICLE 27**

### **Fare-Free Transportation**

All employees and their immediate family members covered by this Agreement shall be provided fare-free transportation over all RTA fixed-route service upon presentation of proper identification to be furnished to the employee by the Company without charge. Immediate family members include the following: spouse, as well as dependent children and/or step-children that live with the employee. Picture identification passes for immediate family members must be renewed annually at the RTA operating facility. Immediate family members must not distract a related Bus Operator while he or she is on-duty, and immediate family members may not ride along more than one round-trip in any four-hour period.

## **ARTICLE 28**

### **Vehicle Collision and Incident Reporting**

**SECTION 1. During Shift** – Every employee shall immediately report to the Dispatcher via radio or cell phone each vehicle collision, incident, or safety incident occurring during the employee's run or shift. If the Dispatcher determines a written report must be filed and directs the employee to do so, such report shall be made at the completion of the employee's run or shift.

For the purposes of this Article 28, an "incident" means as any occurrence, event or action (regardless of how minor) which presents a threat, risk or operational problem to the RTA, its passengers, or members of the general public.

Employees who are directed to submit a written report shall be allowed twenty (20) minutes for making such report, except that no allowance shall be granted when said report can be completed during scheduled paid time. In the event travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by the RTA shall be paid for at the straight time rate.



**SECTION 2. Paid Time** – The Company agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving the Company directly or indirectly.

In no event shall an employee be paid less than he/she would have received had he/she worked his/her scheduled or assigned work time, except in the case of a Part-Time Bus Operator scheduled for only one piece of work or a tripper.

If such appearance occurs outside the City of San Luis Obispo, the employee will be provided transportation or reasonable travel expense to attend such hearings.

**SECTION 3. Written Notice** – All vehicle collisions and safety incidents will be reviewed by the RTA. Where a collision or incident is determined to have been preventable, the employee will be notified in writing within ten (10) work days, excluding days off and Holidays, from the date of the collision or incident (except in rare cases such as insufficient information for the decision of preventability to be made).

Within five (5) work days of receipt of such notice, the employee may request in writing a review of the decision with the designated Company official.

## **ARTICLE 29**

### **Compensation While on Leave for an Injury**

In the event an employee is injured while on duty in a non-preventable vehicle collision or non-preventable safety incident, resulting in a loss of time, he/she shall: 1) be paid full run, assignment or shift time for the day on which the injury occurs, 2) commencing with the employee's first work day following the day on which the injury occurs he/she shall receive pay equal to one-fifth (1/5) of the maximum weekly compensation amount, as set forth by the Industrial Accident Commission of the State of California, for each of his/her lost work days during the three (3) calendar days immediately following date of injury. If an employee's time off should

become covered by other paid compensation, the employee shall reimburse the RTA for the three (3) days paid by the RTA.

## **ARTICLE 30**

### **Vehicle Collision and Employee Incident Prevention**

The Union recognizes that vehicle collision and safety incident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general collision/incident prevention work is mutually beneficial both to the RTA and to its employees. The Union, therefore, agrees that employees must cooperate with the Company in such safety work and attend all safety meetings held and conducted by or for the Company and to take an active part and interest in collision/incident prevention work.

The RTA will rely upon an Accident Review Committee to consider appeals to the Company's initial determination of preventability. The Accident Review Committee shall decide preventability issues only, and shall not determine discipline. The determination of the Accident Review Committee is considered final and may not be appealed. In the event of a tie, the Executive Director will cast the deciding vote.

The Accident Review Committee will be made up of four (4) persons, with an equal number of bargaining unit members and Company members. The Union shall have the right to select the bargaining unit members, who shall serve in a paid capacity at dates and times selected by the Company. A bargaining unit member who has incurred a preventable collision or safety incident within the prior 18 months will not be eligible to be placed on the Accident Review Committee, although current members are "grandfathered in." The Company and Union may each elect to have an observer present during proceeding.

### **SECTION III – BUS OPERATOR PROVISIONS**

#### **ARTICLE 31**

#### **Bus Operations and Operators**

**SECTION 1. Full-Time Bus Operator** – The Company shall have Full-Time, Part-Time/Health-Benefited and Part-Time Bus Operator positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the RTA Board. Full-Time Bus Operators shall be any employee who operates a fixed-route bus, Runabout, Dial-a-Ride or Trolley who bids a scheduled run that regularly works thirty-five (35) hours per week or more. Part-Time/Health-Benefited Bus Operators shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week.

When a Full-Time Bus Operator vacancy occurs, the Company shall post the position for ten (10) calendar days. The position shall be opened for application during this ten (10) day period only. Part-Time/Health-Benefited and Part-Time Bus Operators may apply for the position by completing an RTA Application for Promotion to Full-Time form and submit the application to the Company. Once the job posting is taken down, the position application process shall be considered closed. The RTA shall review all applications and notify all applicants of their status within fourteen (14) calendar days of the closing process.

**SECTION 2. Definitions** – An “assigned scheduled run” shall be any regular run which is included in the operating schedules of the RTA. An assigned scheduled run shall include full-time fixed route and Runabout runs, part-time fixed-route and Runabout runs, trippers and Extra Board assignments.

**SECTION 3. Hours of Work on Assigned Scheduled Runs, Work day and Work Week** – All work performed in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Bus Operators shall be required to report at specific times according to published bid information before their runs are scheduled to leave their respective yards to perform a pre-trip bus/vehicle inspection – whether a full pre-trip inspection at the bus yard, or a “safety/relief” pre-trip inspection on-route – and this shall be considered work time. Bus Operators shall be paid ten (10) minutes time to perform a post-trip inspection per the prescribed Standard Operating Procedures in the Employee Handbook. This time shall be computed in the scheduled run time paid. Each run shall have a designated “call-in” time that Bus Operators shall notify dispatch to confirm their pull-out.

**SECTION 4. Extra Schedules** – Trippers or portions of runs which are not a part of an assigned scheduled run may be scheduled by the RTA.

**SECTION 5. Hours of Work on Regular Runs** – The RTA will make every reasonable effort to establish a maximum number of regular runs according to schedules operated and will continue to endeavor to improve the shifts whenever possible.

**SECTION 6. Split Run** – A split of one-half (1/2) hour, or less, in a regular run shall be computed and paid for as continuous time worked and indicated on the schedule.

**SECTION 7. Continuity of Runs** – No assigned or extra runs shall have more than one (1) unpaid for intervening period between pieces or work.

**SECTION 8. General Sign Up** – The RTA shall hold a general sign up one or more times each year.

At a time seven (7) calendar days before a general sign up, the RTA shall make available to the Bus Operators all runs to be bid. An individual page for each posted run shall show the start time of the run, end time, pay time, posting date, run and route designations, schedule hours, days of the week and whether it is Full-Time or Part-Time run. The actual bidding shall start on the eighth (8th) day after posting and shall continue each day thereafter, excluding Holidays, in the manner described below until the bidding is completed.

A Full-Time Bus Operator seniority list and a Part-Time Bus Operator seniority list shall be posted showing the order in which Bus Operators shall choose their run. It shall be the responsibility of each Bus Operator to bid at the designated time he/she is to bid or to leave a proxy statement with the employee's most desirable run as the number one proxy and so on. Bus Operators on leave of absence status without an RTA-approved return to work date are not eligible to bid. Bus Operators returning from leave have bumping privileges per Section 10 of this Article.

New Bus Operator hirees will be provided an opportunity to bid Biddable Runs Not Bid (as described in Article 31, Section 12) by their fifth day of initial training. In the event two or more Bus Operator hirees have the same training start date, their seniority priority will be based on their employment application submittal time/date.

If another transit agency whose operating employees are covered under a valid collective bargaining agreement with the Teamsters consolidate into the RTA, those new employees' seniority will be dovetailed into the RTA Seniority List based on each employee's original hire date with the consolidating agency. If those new operating employees are not covered by a valid collective bargaining agreement with the Union, then, both a "Primary RTA Seniority" list and a "Secondary RTA Consolidation Seniority" list will be developed for the first year of consolidation. In addition, a separate set of Full-Time and Part-Time bids for the newly consolidated services will be posted seven (7) calendar days before bidding begins for the runs that are exclusively dedicated to the newly consolidated service. Only Bus Operators on the "Secondary RTA Consolidation Seniority" list may bid on runs in the newly consolidated services. If a newly consolidated run is vacated during a bid, employees on the "Secondary RTA Consolidation Seniority" list will have the first opportunity to fill the vacated run.

The General Sign Up procedure may be changed by mutual agreement between the RTA and the Union.

**SECTION 9. Change of Time** – In the event the starting or ending time of a regular Bus Operator's run is changed twenty (20) minutes or more, or the mileage of his/her run is changed twenty (20) miles or more, he/she will

have the privilege of exercising his/her seniority in the selection of a run held by a Bus Operator with less seniority provided he/she gives the RTA notice of his/her intention to do so within twenty-four (24) hours after the change became effective. Bus Operators who are bumped by the exercising of this privilege shall have the right to exercise their seniority in the selection of other runs. The change in the assignment of runs selected under the provisions of this Section shall become effective within three (3) calendar days after the new selection is made.

**SECTION 10. Bumping** – Bus Operators displaced by senior Bus Operators, or for any reason deprived of their runs through no fault of their own, may, should they so desire, displace Bus Operators junior to them or place themselves on the extra board with their full seniority rights. Bus Operators must exercise privilege of displacing junior Bus Operators within five (5) calendar days from date of being displaced, unless prevented by sickness, leave of absence or other good cause, or take their place on the Extra Board. If, upon the first day of his/her change-over, any Bus Operator worked beyond his/her week's maximum by reason of the bump, he/she shall nevertheless, receive only straight time for such day.

**SECTION 11. Vacated Runs** – A vacated run shall mean a run vacated voluntarily or through suspension, dismissal from service, leave of absence for military service, death of regular Bus Operator, or absence due to long-term illness. An absence is considered long-term if it exceeds 12 weeks. Vacated regular runs will be assigned to the Extra Board Bus Operators or to Part-Time Bus Operators on the basis of seniority until the vacated run is posted and filled. Posting of vacated runs shall take place not more than fourteen (14) calendar days after the run has been vacated. Bidding of the vacated run shall be by seniority order until the run is filled. Should the run be filled by a Full-Time Bus Operators, that Bus Operator's vacated run shall be filled by the same process.

**SECTION 12. Biddable Runs Not Bid** – A biddable run that is not bid after being posted will be assigned to the last Bus Operator in seniority on the Extra Board.

**SECTION 13. New and Trial Runs** – The RTA agrees that any new or trial run established shall be posted for bid.

**SECTION 14. Hours of Rest** – Each Bus Operator shall be allowed nine (9) consecutive hours of rest out of each twenty-four (24) hours.

**SECTION 15. Travel Time** – Scheduled running time via the most direct route shall constitute “travel time” and will be paid when:

- A. A Bus Operator is notified to report to the garage, prior to reporting at the relief point for the commencement of his/her day’s work; he/she shall be paid travel time from the garage to the relief point.
- B. A Bus Operator is relieved during his/her run and notified by the Company to report to the garage. If instructed to resume his/her run he/she shall also be paid travel time from the garage to the relief point.
- C. A Bus Operator is relieved at the completion of his/her run and is notified to report to the garage; he/she shall be paid travel time from the relief point to the garage.

**SECTION 16. Break Periods:**

- A. Straight runs operating six (6) hours or longer will be afforded 50 minutes of aggregated break time and be scheduled at layover intervals throughout the daily run. This time will be for the purpose of affording Bus Operators meal and rest breaks during which he or she will be free of other activities related to providing service. This minimum break time does not apply to split shifts.
- B. If a Bus Operator does not get all of the intended break time, he or she can fill out a form requesting an investigation. When a Bus Operator does not receive 85% of the intended break on a consistent basis, RTA will implement a fix by the end of the following bid.

## **ARTICLE 32**

### **Provision Against Pyramiding**

Where more than one (1) overtime provision is involved, only that provision which creates the greatest compensation shall apply.

## **ARTICLE 33**

### **Extra Board Bus Operators and Part-Time Bus Operators**

#### **SECTION 1. Operations of the Extra Board:**

- A. There shall be one (1) common Extra Board with the positions on said board established in seniority order.
- B. At the general sign up, the number of Extra Board positions will be determined by the RTA and posted.
- C. A rotating Extra Board system, posted in seniority order, will be used, utilizing the "first up - first out" method. This system of operating may be changed at any time by mutual consent of the RTA and the Union.
- D. General rules regulating Bus Operators relative to sick leave, miss-outs, etc., shall apply to all Extra Board Bus Operators.
- E. The RTA will endeavor to provide two (2) consecutive days off for all Extra Board Bus Operators. To be considered a full-time employee all general rules regulating the thirty-five (35) hour work week for regular Bus Operators will apply to Extra Board Bus Operators.
- F. Extra Board Bus Operators shall be certified, willing and able to operate all RTA routes, vehicles and schedules as assigned by the RTA Dispatcher.



## **SECTION 2. Part-Time Bus Operators:**

- A. Part-Time Bus Operators will be those Bus Operators that either regularly work a biddable part-time run, or who are Casual Bus Operators who work open assignments on an as needed basis. Part-Time and Part-Time/Health-Benefited Bus Operators shall regularly work less than thirty-five (35) hours per week.
- B. Part-Time and Part-Time/Health-Benefited Bus Operators shall be eligible for any Full-Time Bus Operator position that may become available. Should a Full-Time position become available and the Company is able to fill that position, it shall be filled by the most senior Part-Time Bus Operator.
- C. Casual Bus Operators will be those Bus Operators that fill-in on an occasional basis and maintain all licensing/training requirements. Casual Bus Operators are called as needed. The following rules apply to Casual Bus Operators status.
  - 1. They may refuse work when offered; however, once they agree to work they are obligated to complete the assignment. Failure to complete an agreed upon assignment will subject them to the attendance policy and possible discipline.
  - 2. They are not guaranteed a set number of hours per week.
  - 3. If a regular Part-Time or Full-Time Bus Operator wants to replace all or part of their bid with alternative employment or alternative activity, then they will be placed on Casual Bus Operator status. A regular Part-Time or Full-Time Bus Operator must provide a written request if they desire Casual Bus Operator status. Requests may be denied depending on worker availability until the next regularly scheduled bid.
- D. **Return to Full-Time Status** – Casual Bus Operators may only return to regular Part-Time or Full-Time Bus Operator duty if there is an opening at the time of a regularly scheduled bid. Alternately, a Casual Bus Operator may submit a written request to be promoted to a

regular Part-Time or Full-Time Bus Operator position in the case of a vacancy, which would permit that employee to choose regular Part-Time or Full-Time bids if offered the position based on seniority.

- E. **Delayed Status** – Frequent changes in work status between regular Part-Time and Full-Time Bus Operator and Casual Bus Operator positions are disruptive to the operation and often make it difficult to reliably cover shifts. Therefore, RTA may deny or delay requests to change status. When a Casual Bus Operator requests promotion to a regular Part-Time or Full-Time Bus Operator status or vice versa, the request may be delayed until the next regularly scheduled bid. The minimum commitment to regular Part- or Full-Time Bus Operator status must be at least the full bid. Also, when requesting a change in status, a minimum of a two-week notice is required.

**SECTION 3. Call List for Open Runs** – The Company will maintain a voluntary Open Shift Call List of Bus Operators in order to fill assignments after the regular Extra Board is exhausted. Bus Operators will verbally or electronically inform the Lead Supervisor or the on-duty Dispatcher that he or she wishes to be placed on the Open Shift Call List to cover open assignments. The Open Shift Call List will be divided into two sections: Section 1 will include Casual Bus Operators and Part-Time Bus Operators listed in descending seniority order; and Section 2 will include Full-Time Bus Operators listed in descending seniority order. Bus Operators listed in Section 1 must be called in its entirety before those in Section 2 are called. A call is considered complete when a message is left, or when the phone number is dialed and no ability to leave a message is available. In the interest of expediency, company-to-employee contact is not required to satisfy a completed call. Bus Operators not on the Open Shift Call List may only be called after the Open Shift Call List is exhausted. The Open Shift Call List is closed daily at Noon. Any Bus Operators deciding they want to be called after Noon will be placed at the bottom of the Open Shift Call List in an alternate section in the order they are received.

## **ARTICLE 34**

### **Miss-Outs and Work Assignment**

**SECTION 1. Miss-Outs** – A “miss-out” is defined to be: Each failure of any Bus Operator to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

A Bus Operator who fails to notify the RTA at least sixty (60) minutes prior to his/her start time that he/she will not report for duty and reporting for their assignment at the proper time and place shall be charged with a “miss-out”. A Bus Operator may be charged only one miss-out per day.

### **SECTION 2. Penalties for Missing-Out Shall Be as Follows:**

- A. For the first and second “miss-out” incidents within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any.
- B. For the third “miss-out” within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any, and shall receive one (1) day’s suspension without pay. If the Bus Operator, by direction of an Operations Supervisor, does not work on the day of the miss-out, that day shall be counted as the one (1) day suspension without pay.
- C. For the fourth “miss-out” within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any, and shall receive two (2) days’ suspension without pay. If the Bus Operator, by direction of an Operations Supervisor, does not work on the day of the miss-out, that day shall be counted as the first of the two (2) days’ suspension without pay.
- D. For the fifth “miss-out” within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which the RTA may see fit to impose.

- E. The penalty provisions provided in this Article are not intended as a license to “miss-out” within the limits set forth. A Bus Operator who “misses-out” consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.

**SECTION 3. Absent Without Leave** – Bus Operators who fail to report and make themselves available for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to the steps detailed in Article 17, however, in the event they are called, the Bus Operator must report within one (1) hour.

**SECTION 4. Waiver** – The RTA may waive the imposition of a disciplinary penalty for a “miss-out” as hereinabove provided whenever, in its opinion, a valid reason for such “miss-out” exists.

## **ARTICLE 35**

### **Sick Time and Vacation for Bus Operators**

#### **SECTION 1. Sick Time:**

- A. **Accrual Rate** – All Bus Operators are eligible to accrue Sick Time of 2.67 hours per pay period. In no case shall the number of Sick Time hours accrued in a pay period exceed the number of hours worked in that pay period.
- B. **Use** – Bus Operators may take Sick Time for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- C. **Maximum** – Bus Operators may carry over accumulated Sick Pay up to a maximum of 200 hours.
- D. **Cash Out** – Sick Time is not eligible for cash out.
- E. **Donating** – The Company will not allow the donating of Sick Time to other employees.

- F. **Reduced Usage** – Sick Time shall be paid at the Bus Operator’s basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to Bus Operators who are covered under California Workers’ Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will a Bus Operator receive pay in excess of his regular pay. Sick Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Sick Time taken cannot be used to put a Bus Operator in an overtime pay status.

## **SECTION 2. Vacation Time:**

- A. **Accrual Rate** – All eligible Full-Time Bus Operators as defined in Article 31 Section 1 shall accrue Vacation Time at the following rates:

<b>Bus Operator Vacation Accrual</b>				
<b>Level</b>	<b>Hrs / Pay Period</b>	<b>Total Hrs/Yr</b>	<b>Weeks/Yr</b>	<b>Days/Yr</b>
New Hire to 364 days	3.39	88.14	2.2	11.02
1 Year to 1 Year + 364 days	3.39	88.14	2.2	11.02
2 Years to 2 Years + 364 days	5.59	145.34	3.6	18.17
3 Years to 3 Years + 364 days	5.59	145.34	3.6	18.17
4 Years to 4 Years + 364 days	5.59	145.34	3.6	18.17
5 Years to 5 Years + 364 days	5.59	145.34	3.6	18.17
6+ Years	7.79	202.54	5.1	25.32

In no case shall the number of Vacation Time hours accrued in a pay period exceed the number of hours worked in that pay period.

- B. **Use** – Bus Operators may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Bus Operators may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should Bus Operator’s Vacation Time bank exceed this amount, they will cease to accrue hours over 184 not taken at the end of the calendar year. The

vacation year will be January 1 to December 31. Bus Operators who have had the use of Vacation Time canceled due to scheduling conflicts, will be given an opportunity to schedule the unused Vacation Time in the following year.

- D. **Cash Out** – In the event a Bus Operator is denied the use of accrued Vacation Time during the year and that employee has in excess 184 hours of Vacation Time on the books, any time over 80 hours may be cashed out by the Bus Operator at the end of the calendar year.
- E. **Donating** – The Company will allow the donating of Vacation Time to other employees. It will be limited to 50% of accrued Vacation Time. The Company will ensure that donated Vacation Time will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of 60 hours and only those hours that are in an excess of 60.
- F. **Reduced Usage** – Vacation Time shall be at the Bus Operator's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to Bus Operators who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will a Bus Operator receive Vacation Time pay in excess of his regular pay. Vacation Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Vacation Time taken cannot be used to put a Bus Operator in an overtime pay status.

## **ARTICLE 36**

### **Holidays**

**SECTION 1. Holidays** – For all Full-Time Bus Operators, time and one-half shall be paid for Holidays worked as follows:

New Year's Day\*  
Memorial Day  
Christmas Day\*

Independence Day\*  
Labor Day  
Thanksgiving Day

**SECTION 2. Day Shifting** – In the event one of the legal Holidays mentioned in this Article falls on a Sunday, the Monday following the Sunday shall be the Holiday. Should a Holiday fall on a Saturday, the preceding Friday shall be the Holiday. Fixed date Holidays (\*) are exempt from the weekend shifting. Should the Holiday fall on a Monday and it is officially declared a legal Holiday, then that day only would be considered a Holiday within the meaning of this Agreement.

**SECTION 3. Eligibility** – All eligible Full-Time Bus Operators shall receive eight (8) hours at their regular straight time rate of pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such Bus Operator completes their work assignment on their last scheduled or assigned work day prior to such Holiday and their first scheduled or assigned work day after such Holidays. It is agreed that those Bus Operators covered by the contract who are scheduled to work and are late on the day before or the day after the Holiday will be paid for the Holiday time provided the Bus Operator reports within one (1) hour of his/her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

If the Company allows a Bus Operator to lay off on, or part of, the Holiday or his/her work day immediately following or preceding a Holiday, the Bus Operator will not be penalized the Holiday pay time.

## **ARTICLE 37**

### **Retirement Benefits**

**SECTION 1. Accrual Rate** – For all eligible Full-Time Bus Operators, the RTA shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company. For all eligible Full-Time Bus Operators as defined in Article 31 Section 1, the rate of contribution shall be \$30.00 per pay period.

**SECTION 2. RTA Matching to Employee Contributions** – Any Bus Operator may contribute to the 457 plan based on the employee’s needs. The RTA will match the employee’s contribution up to 1.5% of the employee’s gross pay. Employees should consult IRS regulations on the maximum contribution allowed annually.

## **ARTICLE 38**

### **Hourly Wages – Bus Operators**

**SECTION 1. Wage Increases** – Each Bus Operator will receive an annual contract wage increase on January 1 of each year, as well as an annual merit wage increase on each employee’s anniversary date.

<b>Bus Operator Wage Scale</b>			
<b>Level</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
New Hire	<b>\$22.36</b>	<b>\$23.25</b>	<b>\$23.95</b>
1 Year	<b>\$23.05</b>	<b>\$23.98</b>	<b>\$24.69</b>
2 Year	<b>\$23.96</b>	<b>\$24.91</b>	<b>\$25.66</b>
3 Year	<b>\$24.56</b>	<b>\$25.55</b>	<b>\$26.31</b>
4 Year	<b>\$25.27</b>	<b>\$26.28</b>	<b>\$27.07</b>
5 Year	<b>\$26.11</b>	<b>\$27.16</b>	<b>\$27.97</b>
6 Year	<b>\$26.94</b>	<b>\$28.02</b>	<b>\$28.86</b>
7 Year	<b>\$27.77</b>	<b>\$28.88</b>	<b>\$29.75</b>
8 Year	<b>\$28.62</b>	<b>\$29.77</b>	<b>\$30.66</b>
9 Year	<b>\$30.00</b>	<b>\$31.19</b>	<b>\$32.13</b>

On January 1 of each year, the contract wage increase shall automatically adjust by the greater of:

- A. The amount indicated in the table above, or
- B. The percentage change in the Consumer Price Index for All Items measured for the Los Angeles-Riverside-Orange County area over the previous twelve (12) reported months.



**SECTION 2. No Wage Reduction** – No Bus Operator shall have their pay rate reduced as a result of the acceptance of this Agreement.

**SECTION 3. Wage Increases on Ensuing Pay Period** – All Bus Operator wage increases will take effect at the next full pay period following the dates discussed above.

**SECTION 4. Premium Pay** – A Bus Operator who is assigned to work with a trainee, or to fill in as a Dispatcher or Scheduler, will be paid a premium of \$2.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties.

**SECTION 5. Weekend Premium Pay** – A Bus Operator who works a "Saturday" or "Sunday" level of service, including periods on or between Holidays in which "Saturday" or "Sunday" service is scheduled by the RTA will be will be paid a premium of \$4.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties. Shift differential pay for Weekend work will only apply to hours worked, not to paid leave usage.

## **ARTICLE 39**

### **Operator Uniforms**

**SECTION 1. Uniform Vendor** – Bus Operators may purchase uniforms at the RTA's designated uniform vendor. Uniforms shall be considered shirts, slacks, sweaters, vests, jackets and hats. Shoes may be purchased at whatever local establishment provided that they comply with the uniform regulations in the Bus Operators Employee Handbook.

**SECTION 2. Approved Apparel** – Bus Operators will be permitted to operate without any coats or jackets. Bus Operators shall be allowed to wear regulation uniform shirts or regulation sport shirt with long or short sleeves. Sport shirts may be worn year-round if the Bus Operator so desires.

**SECTION 3. Quantities** – RTA shall provide all Bus Operators who successfully complete the training program with the following uniform allowance:

- Five (5) pairs of pants
- Five (5) shirts
- One (1) winter jacket
- One (1) hat

**SECTION 4. Annually\*** - RTA shall provide all Bus Operators who are employees of the company upon ratification of this Agreement and annually thereafter on August 1 of each year through the term of this Agreement the following uniform allowance:

- Five (5) pairs of pants
- Five (5) shirts
- One (1) hat

\*1 winter jacket every three years or as needed to replace a worn item.

## **SECTION IV – MAINTENANCE EMPLOYEE PROVISIONS**

### **ARTICLE 40**

#### **Maintenance Department**

**SECTION 1. Hours of Work** – The Company shall have Full-Time, Part-Time/Health-Benefited and Part-Time positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the RTA Board. All regular Full-Time maintenance department employees shall be guaranteed a five (5) day work week, except where Holidays intervene and regularly work thirty-five (35) hours per week or more. All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). All hours over twelve (12) in a work day will be paid at the double time rate. Part-Time/Health-Benefited employees shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week.

When a Full-Time vacancy occurs, the Company shall post the position for ten (10) calendar days. The position shall be opened for application during this ten (10) day period only. Part-Time/Health-Benefited and Part-Time employees may apply for the position by completing an RTA Application for Promotion to Full-Time form and submit the application to the Company. Once the job posting is taken down, the position application process shall be considered closed. The RTA shall review all applications and notify all applicants of their status.

Employees will be paid for all time, including travel time while in the service of the employer, but excluding lunch periods. Unpaid lunch periods are not to exceed 1 hour.

- A. **Unscheduled (Emergency) Call-Out** – On an unscheduled (emergency) call-out, a maintenance employee shall receive a minimum of two (2) hours pay at the applicable overtime rate.
- B. **Holiday On-Call Pay** – When necessary, the company will designate a Holiday on-call employee based on the overtime standing of the shop. In addition to Holiday pay for all designated Holidays, a

Holiday on-call employee shall receive two (2) hours of pay at the straight rate for being on-call for that Holiday, and if called out will receive Holiday pay for all hours worked. Hours worked starts at the time the employee initially talks with a company representative about the service emergency on the company-provided cellular phone. The on-call employee is required to remain in the RTA service area, be accessible by an RTA-provided cellular phone, remain fit for duty and to report to the nearest RTA operating site within 15 minutes.

C. The work week will be five (5) consecutive eight-hour (8) days.

**SECTION 2. Job Assignments** – The Manager, Maintenance and Facilities shall assign work shifts for all classifications in the department based upon the employee's ability, skills and knowledge of RTA equipment and facilities. Work shifts for all maintenance department employees shall not change more than two (2) times per year.

**SECTION 3. Temporary Transfers** – All locations of work desired by the RTA, where it is practicable, shall be directed to the maintenance employees through the on-duty supervisor. Every maintenance employee shall perform any work his/her supervisor directs him/her to do; provided that if such work pays a lower rate of pay than his/her regular pay, such employee shall nevertheless receive his/her regular rate of pay. In the event the work to which such maintenance employee is transferred or which he/she is directed to do pays a higher rate, and such transfer continues for one (1) hour or more, he/she shall receive for all time spent on such job, the higher rate of pay.

In order to permit a maintenance employee to receive training or orientation, the RTA may assign an employee to any shift or assignment it may designate without regard to seniority for a period not to exceed ninety (90) calendar days in each instance. The assignment of an employee for training or orientation under this paragraph shall not result in the displacement of any employee already in such shift or assignment.

#### **SECTION 4. Reports, Attendance and Time Slips:**

- A. With the exception of Mechanic Tool Inventory reports, all reports and time slips shall be made on the RTA's time. Maintenance employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period.
- B. Each shift shall have two (2) ten (10) minute breaks.
- C. Miss-Outs – A "miss-out" is defined to be: Each failure of any employee to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

An employee who fails to notify the RTA at least sixty (60) minutes prior to his/her start time that he/she will not report for duty and reporting for their assignment at the proper time and place shall be charged with a "miss-out". An employee may be charged only one miss-out per day.

Penalties for missing-out shall be as follows:

- 1. For the first, second and third "miss-out" incidents within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any.
- 2. For the fourth "miss-out" within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any, and shall receive one (1) day's suspension without pay. If the maintenance employee, by direction of management, does not work on the day of the miss-out, that day shall be counted as the one (1) day suspension without pay.
- 3. For the fifth "miss-out" within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any, and shall receive two (2) days' suspension without pay. If the maintenance employee, by direction of management, does not work on the day of the

miss-out, that day shall be counted as the first of the two (2) days' suspension without pay.

4. For the sixth "miss-out" within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which the RTA may see fit to impose.
  5. The penalty provisions provided in this Article are not intended as a license to "miss-out" within the limits set forth. A maintenance employee who "misses-out" consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.
- D. **Absent Without Leave** – Maintenance employees who fail to report and make themselves available for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to the steps detailed in Article 17, however, in the event they are called, the employee must report within one (1) hour.
- E. **Waiver** – The RTA may waive the imposition of a disciplinary penalty for a "miss-out" as hereinabove provided whenever, in its opinion, a valid reason for such "miss-out" exists.

#### **SECTION 5. Equipment for Maintenance Employees:**

- A. Rubber boots, hats and raincoats will be furnished to maintenance employees by the Company when necessary.
- B. The RTA shall furnish regulation coveralls or two-piece uniforms, at each maintenance employee's option. In addition, RTA shall furnish jackets, and annual belt and steel-toed boot allowances. Maintenance employees wearing two-piece uniforms must wear shirt inside trousers with a belt. The RTA shall pay the cost of coverall or two-piece uniform, as well as jacket, laundry service. Worn or damaged

coveralls or two-piece uniform and jacket must be turned in when obtaining replacement of same. Upon termination of employment, maintenance employees shall turn in their coveralls or two-piece uniforms and jacket.

- C. The RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs. Mechanics will be required to provide all hand tools in order to perform their job. The RTA will repair or replace broken or stolen tools, provided a Police Report is provided in case of the latter. Each Mechanic will provide a Tool Inventory (developed on the Mechanic's own time) annually and/or as the value of the Mechanic's tools increases by 10%. Replacement tools provided by the RTA will be the same or equivalent value. The RTA will advise Mechanics when any items on the Tool Inventory list are not applicable to RTA's needs and are thus not covered under this section.
- D. The Company will have power tools available for maintenance employees required to use power tools. RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs.

**SECTION 6. Bumping** – Maintenance employees displaced by senior employees or returning veterans or who, for any reason are deprived of their shifts through no fault of their own, may, if they so desire, displace employees junior to them. This provision shall not apply to transferring from the operations department to the maintenance department.

**SECTION 7. Layoffs** – In the event of a layoff in the maintenance department, the employee with the least RTA seniority within the classification being reduced shall be the first employee to be displaced. After he/she has been displaced from his/her classification, he/she shall have the right to exercise his/her RTA seniority anywhere in a maintenance department classification where he/she is qualified.

**SECTION 8. Training Materials** – The RTA will provide the Automotive Service Excellence Test Preparation Transit Bus Certificate and Study Guide and Practice Test Pack H1-T8 for use by Mechanics.

## **ARTICLE 41**

### **Sick Time and Vacation for Maintenance and Utility Employees**

#### **SECTION 1. Sick Time**

- A. **Accrual Rate** – All maintenance employees are eligible to accrue Sick Time of 2.67 hours per pay period. In no case shall the number of Sick Time hours accrued in a pay period exceed the number of hours worked in that pay period.
- B. **Use** – Maintenance employees may take Sick Time for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- C. **Maximum** – Maintenance employees may carry over accumulated Sick Pay up to a maximum of 200 hours.
- D. **Cash Out** – Sick Time is not eligible for cash out.
- E. **Donating** – The Company will not allow the donating of Sick Time to other employees.
- F. **Reduced Usage** – Sick Time shall be paid at the maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to maintenance employees who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will a maintenance employee receive pay in excess of his regular pay. Sick Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Sick Time taken cannot be used to put a maintenance employee in an overtime pay status.



## **SECTION 2. Vacation Time**

- A. **Accrual Rate** – All eligible Full-Time maintenance employees as defined in Article 40 Section 1 shall accrue Vacation Time at the following rates:

<b>Maintenance Employee Vacation Accrual</b>				
<b>Level</b>	<b>Hrs / Pay Period</b>	<b>Total Hrs/Yr</b>	<b>Weeks/Yr</b>	<b>Days/Yr</b>
New Hire to 364 days	3.73	96.98	2.4	12.12
1 Year to 1 Year + 364 days	3.73	96.98	2.4	12.12
2 Years to 2 Years + 364 days	6.15	159.90	4.0	19.99
3 Years to 3 Years + 364 days	6.15	159.90	4.0	19.99
4 Years to 4 Years + 364 days	6.15	159.90	4.0	19.99
5 Years to 5 Years + 364 days	6.15	159.90	4.0	19.99
6+ Years	8.57	222.82	5.6	27.85

In no case shall the number of Vacation Time hours accrued in a pay period exceed the number of hours worked in that pay period.

- B. **Use** – Maintenance employees may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Maintenance employees may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should an employee's Vacation Time bank exceed this amount, they will cease to accrue hours over 184 not taken at the end of the calendar year. The vacation year will be January 1 to December 31. Maintenance employees who have had the use of Vacation Time canceled due to scheduling conflicts, will be given an opportunity to schedule the unused Vacation Time in the following year.
- D. **Cash Out** – In the event a maintenance employee is denied the use of accrued Vacation Time during the year and that employee has in excess 184 hours of Vacation Time on the books, any time over 80 hours may be cashed out by the employee at the end of the calendar year.

- E. **Donating** – The Company will allow the donating of Vacation Time to other employees. It will be limited to 50% of accrued Vacation Time. The Company will ensure that donated Vacation Time will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of 60 hours and only those hours that are in an excess of 60.
- F. **Reduced Usage** – Vacation Time shall be at the maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to maintenance employees who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will an employee receive Vacation Time pay in excess of his regular pay. Vacation Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Vacation Time taken cannot be used to put a maintenance employee in an overtime pay status.

## **ARTICLE 42**

### **Mechanic and Utility Holidays**

**SECTION 1. Overtime Paid for Recognized Holidays** – For all Full-Time maintenance employees, time and one-half hours shall be paid for Holidays worked as follows:

New Year's Day\*  
Memorial Day  
Christmas Day\*  
Independence Day\*  
Labor Day  
Thanksgiving Day

**SECTION 2. Day Shifting** – In the event one of the legal Holidays mentioned in this Article falls on a Sunday, the Monday following the Sunday shall be the Holiday. Should a Holiday fall on a Saturday, the preceding Friday shall be the Holiday. Fixed date Holidays (\*) are exempt

from the weekend shifting. Should the Holiday fall on a Monday and it is officially declared a legal Holiday, then that day only would be considered a Holiday within the meaning of this Agreement.

**SECTION 3. Eligibility** – All eligible full-time maintenance employees shall receive eight (8) hours at their regular straight time rate of pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such employee completes their work assignment on their last scheduled or assigned work day prior to such Holiday and their first scheduled or assigned work day after such Holidays. It is agreed that those maintenance employees covered by the contract who are scheduled to work and are late on the day before or the day after the Holiday will be paid for the Holiday time provided the employee reports within one (1) hour of his/her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

**SECTION 4. Qualifying** – No maintenance employee shall be eligible for Holiday pay or Holiday premiums unless he has reported for work on his regularly scheduled days immediately preceding and immediately following the Holiday, unless absence from work is caused by excused leave or certified illness, but in no event shall an employee be eligible for Holiday pay unless he has worked or received compensation during the Holiday week.

**SECTION 5. Forced Work** – Forced Holiday work will be in reverse seniority order.

## **ARTICLE 43**

### **Retirement Benefits**

**SECTION 1. Accrual Rate** – For all eligible Full-Time maintenance employees, the RTA shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company.

For all eligible full-time maintenance employees as defined in Article 40 Section 1, the rate of contribution shall be:

Hire date to 2 years	\$15.00 per pay period
2 years to 7 years of service	\$30.00 per pay period
7+ years of service	\$45.00 per pay period

**SECTION 2. RTA Matching to Employee Contributions** – Any maintenance employee may contribute to the 457 plan based on the employee's needs. The RTA will match the employee's contribution up to 1.5% of the employee's gross pay. Employees should consult IRS regulations on the maximum contribution allowed annually.

## **ARTICLE 44**

### **Hourly Wages – Maintenance Employees**

**SECTION 1. Wage Increases** – Each maintenance employee will receive an annual contract wage increase on January 1 of each year, as well as an annual merit wage increase on each employee's anniversary date.

<b>Mechanic-A Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Step 1	<b>\$39.13</b>	<b>\$40.69</b>	<b>\$41.91</b>
Step 2	<b>\$40.44</b>	<b>\$42.06</b>	<b>\$43.32</b>
Step 3	<b>\$41.80</b>	<b>\$43.47</b>	<b>\$44.78</b>
Step 4	<b>\$43.20</b>	<b>\$44.93</b>	<b>\$46.28</b>
Step 5	<b>\$44.65</b>	<b>\$46.43</b>	<b>\$47.83</b>
Step 6	<b>\$46.16</b>	<b>\$48.00</b>	<b>\$49.44</b>
Step 7	<b>\$49.37</b>	<b>\$51.35</b>	<b>\$52.89</b>

<b>Mechanic-B Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Step 1	<b>\$32.25</b>	<b>\$33.54</b>	<b>\$34.55</b>
Step 2	<b>\$33.05</b>	<b>\$34.37</b>	<b>\$35.40</b>
Step 3	<b>\$34.00</b>	<b>\$35.36</b>	<b>\$36.42</b>
Step 4	<b>\$34.97</b>	<b>\$36.37</b>	<b>\$37.46</b>
Step 5	<b>\$35.98</b>	<b>\$37.42</b>	<b>\$38.54</b>
Step 6	<b>\$37.02</b>	<b>\$38.50</b>	<b>\$39.66</b>
Step 7	<b>\$39.13</b>	<b>\$40.70</b>	<b>\$41.92</b>

<b>Mechanic-C Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Step 1	<b>\$26.41</b>	<b>\$27.47</b>	<b>\$28.29</b>
Step 2	<b>\$27.14</b>	<b>\$28.23</b>	<b>\$29.08</b>
Step 3	<b>\$27.90</b>	<b>\$29.01</b>	<b>\$29.88</b>
Step 4	<b>\$28.68</b>	<b>\$29.83</b>	<b>\$30.72</b>
Step 5	<b>\$29.49</b>	<b>\$30.67</b>	<b>\$31.59</b>
Step 6	<b>\$30.33</b>	<b>\$31.54</b>	<b>\$32.48</b>
Step 7	<b>\$32.12</b>	<b>\$33.41</b>	<b>\$34.41</b>

<b>Apprentice Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
1 Year	<b>\$21.88</b>	<b>\$22.75</b>	<b>\$23.43</b>
2 Year	<b>\$23.31</b>	<b>\$24.24</b>	<b>\$24.97</b>
3 Year	<b>\$26.41</b>	<b>\$27.47</b>	<b>\$28.29</b>

Utility Wage Scale			
Step	2023	2024	2025
Step 1	\$21.76	\$22.63	\$23.31
Step 2	\$22.41	\$23.31	\$24.01
Step 3	\$23.08	\$24.00	\$24.72
Step 4	\$23.76	\$24.71	\$25.45
Step 5	\$24.47	\$25.45	\$26.21
Step 6	\$25.21	\$26.22	\$27.01
Step 7	\$26.02	\$27.06	\$27.87

Parts Clerk Wage Scale			
Step	2023	2024	2025
1 Year	\$26.02	\$27.06	\$27.87
2 Year	\$26.80	\$27.88	\$28.71
3 Year	\$27.60	\$28.70	\$29.56
4 Year	\$28.42	\$29.55	\$30.44
5 Year	\$29.27	\$30.44	\$31.35
6 Year	\$30.15	\$31.36	\$32.30
7 Year	\$31.12	\$32.36	\$33.34

On January 1 of each year, the contract wage increase shall automatically adjust by the greater of:

- A. The amount indicated in the tables above, or
- B. The percentage change in the Consumer Price Index for All Items measured for the Los Angeles-Riverside-Orange County area over the previous twelve (12) reported months.

**SECTION 2. No Wage Reduction** – No maintenance employee shall have their pay rate reduced as a result of the acceptance of this Agreement.

**SECTION 3. Wage Increases on Ensuing Pay Period** – All maintenance employee wage increases will take effect at the start of the next full pay period following the dates discussed above.

**SECTION 4. Premium Pay** – A Utility employee who is assigned by management to drive a vehicle requiring a Commercial Driver's License on public streets will be paid a premium of \$2.00 per hour, in addition to the employee's hourly wage rate, for the entire day during which the employee was expressly assigned to drive said vehicle in non-revenue service.

**SECTION 5. Lead Mechanic Pay** – The RTA, at its sole discretion, will select and schedule a Lead Mechanic for each early morning weekday shift and for each weekday evening "swing" shift. The Mechanic who is assigned to work as Lead Mechanic will be paid a premium of \$2.50 per hour, in addition to his or her base wage, for his or her entire shift. Lead Mechanic Pay will only apply to hours worked, not to paid leave usage.

**SECTION 6. Lead Utility Pay** – The RTA, at its sole discretion, will select and schedule a weekday Lead Utility employee. The Utility employee who is assigned to work as Lead Utility will be paid a premium of \$2.00 per hour, in addition to his or her base wage, for his or her entire shift. Lead Utility Pay will only apply to hours worked, not to paid leave usage.

**SECTION 7. Swing Shift Differential Pay** – A Mechanic who is assigned to work an evening "swing" shift that ends after 7:30 PM will be paid a differential premium of \$1.50 per hour for all hours worked during the shift. The Lead Mechanic working the swing shift will be paid both the Lead Mechanic pay and the Swing Shift Differential pay in addition to his or her base pay. Swing Shift Differential Pay will only apply to hours worked, not to paid leave usage.

**SECTION 8. Tool Allowance** – Each Mechanic A, B or C will be paid \$150 per month to serve as a tool allowance. The payment will be included on the eligible employee's first paycheck of each month.

**FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

\_\_\_\_\_  
Debbie Arnold, President

\_\_\_\_\_  
Geoff Straw, Executive Director

\_\_\_\_\_  
Jon Ansolabehere, Counsel

DATED: \_\_\_\_\_

**FOR THE TEAMSTERS LOCAL 986**

\_\_\_\_\_  
Cliff Reynolds, Area Coordinator

\_\_\_\_\_  
Alan Fields, Steward

\_\_\_\_\_  
Tracey Johnson, Steward

\_\_\_\_\_  
Laura Keele, Steward

\_\_\_\_\_  
James Stogsdill, Steward

DATED: \_\_\_\_\_





**And**

**Teamsters Union Local 986**

~~Effective January 1, 2018 to December 31, 2021~~

Effective January 1, 2023 to December 31, 2025

## **SECTION I – AGREEMENT**

This Agreement is made and entered into by and between San Luis Obispo Regional Transit Authority its successors and assigns hereinafter called the "RTA" or the "Company" and General Teamsters, Airline, Aerospace and Allied Employees, Warehousemen, Drivers, Construction, Rock and Sand Union, Local No. 986, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

### **ARTICLE 1 Recognition**

**SECTION 1. Bargaining** – The RTA recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive representative of all its employees covered by this Agreement. The Union recognizes the powers and duties of the RTA as defined in the RTA Employer-Employee Relations Policy. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance employees included within the classifications of employees as set forth in the wage sections of this Agreement **which may be amended by mutual agreement**. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of the RTA and the Union to meet and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an Agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party.

**SECTION 2. Access** – Any authorized Union representative on the premises of the RTA during working hours to transact Union business shall not unreasonably interfere with or delay any employee in the conduct of work generally adhering to the principles of communicating with employees. It is understood that the authorized Business Agent of the Union shall notify RTA upon arrival when visiting RTA premises. Union Officials shall have access to RTA's premises during work hours for the purpose of seeing that the provisions of the Agreement are being adhered to. In no event may any union representative **unreasonably** interfere with the operation of the Company.

**SECTION 3. Meetings** – Should the Union desire to discuss with the RTA any general problems not pertaining to grievances, a meeting shall be arranged upon written request at a time mutually agreed upon. Any such meeting may include either employees and/or Union stewards.

**SECTION 4. Definitions** – When the term “employee” is used in this Agreement, it shall mean an operating or maintenance employee included within the classifications of employees as set forth in the wage sections of this Agreement which may be amended by mutual agreement.

When the term “day” is used in this Agreement, it shall mean those days that the RTA administrative offices are open, generally, Monday through Friday, excluding Holidays as set forth in Articles 36 and 42.

**SECTION 5. Stewards** – The list of names of the two all authorized Union stewards shall be given to the Executive Director of the RTA, as well as any change in such list, at least three (3) work days prior to the effective date such authorized representatives assume office in advance of a disciplinary investigation, grievance or other meeting that requires a Union steward. Union stewards shall be bargaining unit employees designated by the Union. A Union steward shall have the right to represent bargaining unit employees during discipline investigations and the grievance procedure. After being coordinated and authorized recognized by management, a Union steward shall be granted reasonable release time to represent employees in rights disputes.

**SECTION 6. Union Security** – Dues/“Fair-Share” Fees Deduction

- A. **Membership** – Any employee in the unit who is currently or after the effective date of this Agreement becomes a member of Union shall remain a member for the duration of this Agreement. However, during the month of December of any year of this Agreement any member may withdraw from the Union their membership by notifying the RTA and the Union through written cancellation of membership.
- B. **Representational Fee** – All unit employees are subject to the payment of a representation fee, but hereunder shall have the right

to object to any part of that fee payable by him or her which is claimed to represent the employee's additional pro rata share of expenditures by the Union that is in aid to activities or causes of a partisan, political, or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident for meeting and conferring or administering the Agreement.

- C. **Dues Deduction** – During the term of this Agreement, upon receipt of an executed voluntary written authorization, the RTA shall deduct Union dues from the second pay warrant of the month for employees who are members of the Union. The form for this purpose shall be provided by the Union and the amounts to be deducted for Union dues shall be certified to the RTA by the appropriate Union official.
- D. **Agency Shop** – The following agency shop provisions are set forth for informational purposes to generally describe requirements of Government Code section 3502.5 and other applicable laws. If any of the following descriptions are inconsistent with Government Code section 3502.5 or any other applicable law, the provisions of the applicable law shall apply.
1. **Agency Shop** – Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and any other applicable law.
  2. **30 Days** – Unless an employee qualifies for an exemption under subsection 8 below, within thirty days after the State Mediation and Conciliation Service's certification of approval of the agency shop election results, each employee shall be required to either become and remain a member of the Union or pay an agency fee to the Union in an amount that does not exceed that which may be lawfully collected.
  3. **Payroll Deductions** – Union dues or fees shall be deducted by the RTA from an employee's paycheck on **a the first two** bi-weekly **basis payroll periods** starting the first day of the month

following completion of thirty (30) calendar days of employment, subject to the limitations and practices of the RTA's payroll system.

4. **Fee** – As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.
5. **Disclosure** – The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.
6. **Procedure** – The Union shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). The Union shall make a copy of such a procedure available to non-union member employees and the RTA.
7. **Description** – The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.

8. **Exemption from Agency Fee Obligations:**  
**Religious/Conscientious Objections** – An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee must present a written declaration to the Union, with a copy to the RTA that he or she is qualified for this exemption. The employee will be required to pay agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee from a list designated by the parties. This list will be agreed upon by the Union and the RTA prior to the collection of fees under this article.
9. **Leave Without Pay/Insufficient Earnings** – The employee's earning must be sufficient, after required deductions are made, to cover the full amount of the dues or agency shop service fees. Therefore, when an employee is in a non-pay status for an entire pay period, no withholding will be made to pay for agency fees. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over Union dues and agency shop fees.
10. **Rescission of Agency Shop** – An agency shop provision may be rescinded pursuant to the procedures contained in Government Code section 3502.5(d) and as further defined in the RTA Employer-Employee Relations Policy. Rescission elections shall be conducted by the State Mediation and Conciliation Service using the same procedures utilized for the implementation election.
11. **Union Indemnification** – The Union shall indemnify, defend, and hold the RTA, its governing board, officers, and staff, harmless against any and all claims, demands, suits, orders, or

judgments, or any other form of liability that arises out of or by reason of this article, or action taken or not taken by the Union or the RTA under this article. This includes, but is not limited to the RTA attorney's fees and costs.

## **ARTICLE 2**

### **Assignability**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change, geographical, or otherwise, in the location or place of business of either party hereto.

## **ARTICLE 3**

### **Duration**

**SECTION 1. Notice** – This Agreement shall be in effect from ~~January 1, 2018 to December 31, 2021~~ January 1, 2023 to December 31, 2025 both inclusive, and from year to year thereafter, except that at the expiration of the contract term or of any renewal thereof either party may terminate the Agreement by giving notice to the other party of its intention to terminate the Agreement or to negotiate changes in its terms.

Said notice shall be in writing and be delivered to the other party not more than one-hundred and twenty (120) and not less than ninety (90) calendar days before the expiration of the contract term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

**SECTION 2. Impasse** – If either party declares impasse, the State Mediation and Conciliation Service and any State agency established to mediate and conciliate disputes within the State shall be notified of the existence of a dispute and requested to mediate said dispute.

## **ARTICLE 4**

### **Negotiations**

**~~SECTION 1. Officers~~** – It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of the RTA and the duly authorized representatives of the Union.

**~~SECTION 2. List~~** – ~~The Union agrees to furnish the RTA with an up-to-date list of all its authorized representatives and stewards and to immediately notify the Company of any and all changes thereto.~~

## **ARTICLE 5**

### **Management**

RTA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by RTA and not abridged herein include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.



## **ARTICLE 6**

### **RTA Rules**

**SECTION 1. Enacting New RTA Rules** – It is mutually agreed that reasonable rules and regulations made by the RTA, not in conflict with the provisions of the Agreement or any Federal, State, County or City law, are necessary to the efficient operation of the equipment and maintenance of RTA's property. For all non-safety related rules and regulations, the RTA will transmit an electronic copy to the Local Union Office at least five (5) business days in advance of posting. Safety related rules and regulations RTA will be posted in the same manner as non-safety related rules and regulations unless safety considerations demand immediate posting. In that event, the RTA will transmit an electronic copy to the Local Union Office as soon as possible.

**SECTION 2. Removal of Obsolete Rules** – The RTA shall ~~make a good faith effort to~~ update, document and remove any rule, regulations, policies, procedures, or bulletins that are in conflict with each other or with the Agreement.

**SECTION 3. Exercise of Good Judgment** – The Company operates public transportation services in a legal and prudent manner, and management will never require any employee to break the law, act unethically, ~~or~~ take unreasonable risks, ~~or work in what the RTA considers an unsafe manner.~~ It shall not be a violation of this Agreement, or cause for disciplinary action, where employees reasonably refuse to operate equipment or a vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any State or Federal rules, regulations, standards or orders applicable to commercial vehicle safety or health.

For the purposes of this ~~Article Agreement~~, the term "reasonable" shall mean the reasoning and actions of an ordinary, prudent person who normally exercises due care while avoiding extremes of both audacity and caution.

## ARTICLE 7

### Grievances and Grievance Procedures

**SECTION 1. Definition** – A grievance is defined to be any complaint or dispute arising between the parties of this Agreement as to working conditions or as to the application of this Agreement between the parties.

**SECTION 2. Grievance Procedure** – In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

A. **Presentation of Grievance** – No grievance shall be entertained or considered unless it is presented in the following manner:

**Step 1: Verbal** – The employee or the Union shall confer with the employee's Lead Supervisor or ~~Maintenance Supervisor~~ ~~Assistant Maintenance Manager~~, or his/her designated representative, within ten (10) work days after an incident occurs which causes the employee know, or by the exercise of reasonable diligence could have allowed the employee to know, the facts upon which the grievance is based. The Lead Supervisor or ~~Maintenance Supervisor~~ ~~Assistant Maintenance Manager~~, or his/her designated representative, shall give his/her answer to the employee not later than five (5) work days after the conference with the employee.

**Step 2: Written** – If the answer of the Lead Supervisor or Maintenance Supervisor, or his/her designated representative, in Step 1 is unsatisfactory, the grievance shall be presented in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought to the Manager of Operations or Manager, Maintenance and Facilities within ten (10) work days after the answer in Step 1.

**Step 3: Director** – If the grievance is not resolved within five (5) work days after the receipt of the written grievance in Step 2 by the Manager of Operations or Manager, Maintenance and

Facilities , the grievance shall automatically move to the Executive Director or his/her designated representative.

- B. **Timeliness** – Any grievance presented in a due and timely manner as hereinabove provided shall be taken up by the officers or committee of the Union and the Executive Director or his/her designated representative or designated officials of the Company within ten (10) work days of the completion of Step 2, and the Company's decision will be in writing to the Union.
- C. **Settlement** – Within fifteen (15) work days thereafter such grievance shall be settled or arbitration shall have been demanded as hereinafter provided. If not so settled and if arbitration shall not have been so demanded by either the RTA or the Union, such grievance shall be considered waived.

**SECTION 3. Time Waiver** – The time limits herein specified shall be calculated by excluding Saturdays, Sundays and Holidays. Time limits may be waived by mutual agreement. Grievances submitted dealing with a Notice of Intent to Discipline are to be filed within 5 work days and will be adjudicated according to the steps detailed in Article 17 Section 6.

**SECTION 4. Notice** – For all purposes hereunder, notices will be considered sufficiently served when mailed postage prepaid by certified mail, or when hand-delivered, or electronic transmission (e-mail or facsimile with verification), to the Executive Director, or his/her designated representative, at 253 Elks Lane, San Luis Obispo, CA 93401 for service upon the RTA.

## **ARTICLE 8**

### **Arbitration**

In the event any grievance cannot be adjusted as set forth in Article 7 hereof, and either party elects to go to arbitration, such party may do so by sending written notice of such desire to the other party within a period of fifteen (15) work days after the date of the delivery of the decision of the Company as provided in Article 7, Section 2, paragraph A, hereof.

- A. **Selection of an Arbitrator** – An arbitrator shall be selected from a list of seven (7) names obtained from the **Federal State** Mediation and Conciliation Service. Such a list shall be one mutually requested by the parties to this Agreement, and shall be used until such time that either party requests that a new list be requested from the **FMCS SMCS**. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.
- B. **Arbitrator's Jurisdiction** – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the RTA.
- C. **Fees and Expenses of Arbitration** – The expenses of the arbitrator and hearing room will be equally shared between the RTA and the Union. All other costs shall be borne by each party.

## **ARTICLE 9**

### **Reopening Clause Under Wage Section**

Notwithstanding the provisions of Article 3, in the event the RTA, or any part of it, is acquired by purchase, lease or otherwise, or operated, by any successor, and in the event that the successor so acquiring or operating the RTA pays a higher basic hourly, daily, or weekly wage rate, including the product of any cost of living escalator provision, to any employee or employees performing comparable work to the work performed by employees under the terms of this Agreement, the Union may, after the effective date of such purchase, lease or otherwise, reopen the wage provisions of this Agreement upon thirty (30) calendar days' notice in writing.

## **ARTICLE 10**

### **Changes of Classifications**

Should changes be made in the maintenance and operation of the RTA's equipment creating classifications of employees not contemplated or covered by this Agreement, the parties hereto agree to negotiate supplemental agreements covering such necessary changes in classifications.

## **ARTICLE 11**

### **Bulletin Boards**

Bulletin boards shall be provided for the exclusive use of the Union on RTA's property for the proper display of official bulletins, notices, etc.; provided that in order to entitle such bulletins and notices to be posted on the board they shall be attested to by the proper officers of the Union and ~~have the official seal attached~~ **may only be posted by a duly authorized Union representative.**

## **ARTICLE 12**

### **Waivers**

The Company's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 13**

### **Warranties**

**SECTION 1. Performance** – Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

**SECTION 2. Signatory** – The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

**SECTION 3. Complete Agreement** – This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and 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.

Unless otherwise specifically set forth herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

## **ARTICLE 14**

### **Check Off**

**SECTION 1. Payroll Deduction** – The RTA agrees to deduct from the pay of each member of the Union employed by the RTA, such dues, fees and assessments as may be levied by the Union. Payment will be made by RTA to the Union within ten work days – excluding Holidays – following the second payday in each calendar month. The Union shall furnish to the RTA at least five (5) work days prior to the last day of each calendar month a list of all Bus Operators employed by the Company and belonging to the Union, and a separate list of all maintenance employees of the Company belonging to the Union, together with the amount of the deductions to be made from the next pay check of each person shown on such lists. The RTA agrees to remit to the Union such lists. The RTA agrees to remit to the Union within ten work days following the second payday in each calendar month the aggregate amount of the deduction shown on the lists so furnished during the immediate preceding calendar month.

**SECTION 2. Request for Deduction** – The individual authorization for the deduction of regular monthly membership dues shall be signed by the affected member and a copy of the Teamsters-provided authorization form shall be provided to the RTA Human Resources Officer. worded as follows:

**"REQUEST FOR DEDUCTION OF TEAMSTERS LOCAL 986 MEMBERSHIP DUES"**

I,

\_\_\_\_\_, the undersigned employee of RTA, do hereby individually and voluntarily authorize and request the said Company to deduct such dues, fees and assessments of Local 986 from any wages due to me during the second pay period of any month. I further authorize the said RTA to base its deductions on a list furnished to it each month by the financial secretary of said Local No. 986 showing such dues, fees and assessments to be deducted from the wages of each of its members. Whenever such list indicates that the amount of the membership dues has been changed, it must be accompanied by a certificate of the financial secretary of the Union that such change in the amount of membership dues has been brought about in accordance with the constitution and bylaws of the Union.

All sums so deducted are to be transmitted by the RTA to the financial secretary of Local No. 986.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Employee

**SECTION II – POLICIES AND BENEFITS**

**ARTICLE 15**

**Probationary Period**

All new employees shall be on probation for a period of one hundred eighty (180) calendar days after the successful completion of the training period. Such probationary period shall constitute a trial period during which the RTA is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. All rights, benefits and privileges, including the application of grievance and arbitration procedure, shall be applicable to probationary employees; except the judgment of the RTA regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure.

## **ARTICLE 16**

### **Seniority**

**SECTION 1. Definition** – All seniority shall be proper seniority and shall be governed by the date and hour of employment with the RTA. Seniority of service with the RTA and qualifications which shall be jointly determined by the Company and the Union shall govern in run bidding, promotions, layoffs, and re-employment of qualified employees. This Section and Article shall apply only to those job classifications which are included in the terms of this Agreement. For purposes of job bidding, seniority is defined as the amount of time that the employee has been continuously employed either by the RTA (August 1, 2009) or the amount of time the employee was continuously employed by RTA's previous contractors and RTA immediately thereafter. For purposes of wages and all other employee benefits, seniority is defined as time employed by the RTA, August 1, 2009.

**SECTION 2. Transferring** – Employees transferring from the operating department to the maintenance department or from the maintenance department to the operating department, with the consent of the RTA and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

**SECTION 3. Effect of Transfer or Promotion on Seniority** – No change in classification of an employee, whether within any one of the main classifications covered under this Agreement or from one main classification to another within the RTA, shall cause any loss in the seniority of such employee for a period of ninety (90) days. In the event of a request by the employee to revert back to the original classification or a decision by the RTA that the employee has proven unqualified for the new classification during this ninety (90) day period, the employee shall be restored to his/her former position without loss of seniority, provided the position in the original classification has not been filled.

**SECTION 4. Procedure** – In the event of a changed classification, any employee found to be unqualified shall be restored to his/her former position without loss of seniority. The retention of an employee beyond forty-five (45) calendar days, upon completion of training, in such changed



~~classification shall be deemed an acceptance of his/her qualifications by the RTA. Employees who have been promoted and have retained their new classifications more than forty-five (45) calendar days beyond training but whose job is subsequently eliminated by a reduction in staff or for other reasons, shall be permitted to resume his/her position on the seniority list in his/her former job classification.~~

## **ARTICLE 17**

### **Discipline and Discharge**

**SECTION 1. Compliance** – Employees shall be in compliance with all rules, regulations, policies and procedures, verbal directives, bulletins, and instructions provided by RTA. Ignorance of the aforementioned will not be accepted as a valid reason for failing to comply.

A written complaint may be entered into an employee's personnel file provided it is properly investigated and the RTA issues an adverse notation. In the event a verbal complaint is made against an employee, the RTA shall first reduce such verbal complaint to writing. A copy of the complaint will then be furnished to the employee. In the event the employee disputes the complaint, he or she shall submit a written response within five business (5) days. The complaint, however, shall not be used for disciplinary or discharge purposes unless it results in an adverse notation.

**SECTION 2. Discipline For Cause** – No employee will be disciplined, discharged, suspended, nor will adverse entries be made in a personnel record, except for just and sufficient cause. "Discipline" shall mean a documented verbal or written warning, loss of pay, suspension, demotion, or termination of regular employment. Documented verbal warnings, as well as written warnings that do not include suspension without pay, are subject to the grievance process.

**SECTION 3. Employee Records** – In cases of disciplinary action for a generally unsatisfactory record, positive or negative notations on an employee's record more than eighteen (18) months old as of the date of the infraction under investigation, will not be taken into consideration or be admissible as evidence.

**SECTION 4. Notice of Intent to Discipline** – RTA agrees that it will notify the employee and the Union, in writing, within fifteen (15) work days from the date of knowledge, that a specific employee is responsible for the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline. No employee will be disciplined, discharged or suspended unless a copy of the precise and complete charges against the employee is furnished **to** the employee, with an electronically-transmitted copy to the Union, within fifteen (15) work days. Time limits set by this paragraph may be extended during any period where an active criminal investigation is underway related to suspected theft or embezzlement.

**SECTION 5. Right to Union Representation** – Employees shall have the right to Union representation at any investigatory interview or hearing which RTA conducts for the purpose of determining the possibility of disciplinary action against the employee, provided the employee makes a clear and timely request for representation to the RTA representative conducting the investigation, and the Union provides a representative in a reasonable time.

**SECTION 6. Hearing Process** – Employees shall have the exclusive right to request a Skelly hearing on the charges within five (5) work days of receipt of the charges and intent to impose discipline. Failure to request a hearing within five (5) work days after receipt of the charges will be a forfeiture of the right to a hearing, provided, however, for good and sufficient cause, the time limitation to answer the charge may be extended by RTA. The hearing shall be held within ten (10) work days of the date the request for a hearing is received by RTA. An employee who has been notified of RTA's intention to render discipline shall be entitled to a fair and impartial hearing by an RTA representative not directly involved with the investigation, who will serve as the Hearing Officer.

**SECTION 7. Employee Review of Facts** – During investigation hearings, the employee and the Union representative will be allowed to question all pertinent and present witnesses, and to read all papers and view evidence pertaining to the charges.

**SECTION 8. Written Decision** – The Hearing Officer shall render a written decision to the employee’s supervisor within three (3) work days, following completion of the hearing. The employee’s supervisor will then issue a final determination notice that includes a copy of the Hearing Officer’s written decision within ten (10) work days of the hearing. That determination notice shall be provided to the employee in-person, via interoffice mail system or via U.S. Postal Service first-class certified mail, with an electronic copy provided to the Union. The employee shall then have up to five (5) work days from the date the determination notice was received to protest the decision, and RTA will provide a second-level appeal hearing within ten (10) work days.

**SECTION 9. Appeal of Written Decision** – If an appeal hearing is requested, it will be conducted within ten (10) work days by RTA’s Executive Director (or his designated representative), who will serve as the Appeal Hearing Officer. Following the appeal hearing, the Appeal Hearing Officer will render a written decision within fifteen (15) work days, and this notice shall be provided to the employee in-person, via interoffice mail system or via U.S. Postal Service first-class certified mail, with an electronic copy provided to the Union.

**SECTION 10. Major Offenses** – Violations of the following rules are considered major offenses and shall be grounds for suspension with pay pending investigation:

- A. The use or possession of alcohol, while on duty.
- B. The sale, offer to sell, purchase, use, manufacture, transfer or possession of illegal drugs or substances, or legal prescription drugs illegally obtained or not used as specifically prescribed. The use of legal drugs, at any level, or in a manner, combination or quantity that hinders an employee’s ability to perform the job is prohibited. Additionally, no employee shall bring drug paraphernalia onto RTA property or into RTA equipment or vehicles.
- C. Refusal to submit to a drug or alcohol test.
- D. Falsifying a report, timesheet/timecard or a certificate or declaration of injury or sickness.
- E. The use, threatened use, and/or possession of weapons are prohibited. They are not to be on the person of any employee during working hours or while on RTA property. Weapons include, but are

not limited to: guns, knives, edged objects, stun guns, mace, or any instrument used to inflict harm or injury. Possession of a pocket knife or utility tool with a blade length of less than two (2) inches is permissible for personal use. The carrying of pepper spray while on duty is prohibited unless written permission is granted.

- F. Theft.
- G. Conviction of a felony or Driving Under the Influence (DUI) on or off duty. Employees failing to report to Dispatch a DUI arrest prior to starting his or her next scheduled shift is considered a major offense.
- H. Lewd or lascivious behavior while on or off duty and while in RTA uniform.
- I. Failure to immediately report a vehicle collision or safety incident that involves an RTA vehicle or property.
- J. Falsifying a vehicle collision or safety incident report that involves damage to an RTA vehicle, another vehicle, RTA property, a fixed object or involving bodily injury, whether suffered by the RTA employee involved in the vehicle collision or safety incident or another person and whether actually suffered or claimed to be suffered.
- K. Job Abandonment: Defined as failure to contact RTA Dispatch or an RTA Supervisor for two (2) or more consecutive calendar days of unauthorized absence without a reasonable justification. A reasonable justification includes emergency medical treatment, hospitalization, automobile collisions, and schedule failure of public transportation, acts of God or natural disasters.
- L. Racial harassment or sexual harassment or other behavior of a discriminatory nature.
- M. Knowingly driving an RTA vehicle without a valid, proper California driver's license (including appropriate endorsement) or with a suspended or expired license or DOT medical card. It is the employee's responsibility to maintain a valid license and current DOT medical card at all times while in the employ of RTA.
- N. Vandalism or willful damage to RTA property or equipment, or to another RTA employee's property or equipment while on RTA premises.
- O. Fighting or any physical violence on RTA property or while on duty except to prevent personal injury.

- P. Involvement in any one preventable vehicle collision or safety incident that results in death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of a body member, organ or paralysis) that is caused by the employee's negligence. The employee will be considered to have been negligent if as a result of such a vehicle collision or safety incident he/she is determined to have violated any local, State or Federal law in connection with the collision/incident.
- Q. Fueling a personal vehicle using an RTA fueling resources without documented authorization from a Lead Supervisor, Manager or Director.
- R. A Bus Operator knowingly starting and/or removing an RTA vehicle from RTA property that is "red-tagged" (unable to be used for any reason).
- S. The use of cellular telephones, pagers, radios, MP3 or other portable music or video players, including the use of peripheral equipment such as earphones, earbuds, "Bluetooth" equipment and other hands-free devices while operating an RTA vehicle.
- T. Allowing an unauthorized person to operate an RTA vehicle.
- U. Dishonesty, providing false or misleading statements, or attempting to hide facts that may have led to the root cause of an incident under investigation.

**SECTION 11. Suspension and Administrative Leave** – Except as provided in **Section 9** **Section 10** herein, RTA will not suspend or remove from service any employee until the completion of an investigation and the discipline is prescribed. However, employees may be withheld from active service and placed on paid administrative leave and suffer no loss of pay until the investigation is complete. An employee shall be compensated at his/her rate of pay. An employee who has been suspended and not returned to duty shall be handled in accordance with Section 4 of this Article.

**SECTION 12. Suspension To Protect the Public Safety** – RTA shall have the right to suspend any employee for a period not exceed three (3) work days with pay for any act or omission of the employee of such a nature that RTA deems that it would be detrimental to the public's safety to retain the employee on duty status. Within three (3) work days, RTA shall either

commence proceedings as set forth in Section 4 herein, or return the employee to full duty status. In the event the employee is returned to duty state without formal proceedings, or is found not to be at fault, he or she shall be entitled to such pay and benefits from the date of suspension as would have accrued had the employee not been suspended.

**SECTION 13. Discipline for Non-Major Offenses** – Notwithstanding the major violations enumerated in Section 9 herein, RTA may impose discipline for violations of rules, regulations, policies and procedures, orders, bulletins and instructions in accordance with Section 4.

**SECTION 14. Passenger Behavior** – Passenger behavior on RTA buses and facilities is governed by RTA's Passenger Code of Conduct. Violations of that policy, as well as any criminal sanctions identified in California Penal Code 640, may result in denial of RTA Service.

Passenger violations of RTA's Passenger Code of Conduct will allow Bus Operators to call for assistance from an RTA Supervisor. Any behavior that is perceived by the Bus Operator to risk imminent damage to RTA property or personal injury will allow a Bus Operator to inform RTA Dispatch that he or she is ceasing service and seeking assistance from local police. RTA will not discipline a Bus Operator for ceasing service and calling local police when an imminent threat occurred.

## **ARTICLE 18**

### **Public Notices**

No public notice shall be posted relative to errors, shortages, or mistakes which have been made by individual employees covered by this Agreement.

## **ARTICLE 19**

### **Promotions**

Any employee covered by this Agreement, who is promoted to a position not included within the scope of this Agreement, shall within ninety (90) calendar days of such promotion determine if he/she shall continue on such promotion or return to his/her previous job. Employees who elect to

remain in such new position shall forfeit all departmental seniority. Provided, further, that any employee who is promoted a second time, will immediately forfeit all departmental seniority.

## **ARTICLE 20**

### **Layoffs**

In the event layoffs become necessary, such layoffs shall be in inverse order of seniority of the classification affected. When a vacancy or vacancies occur thereafter, the RTA shall notify the Union within five (5) working days as to such vacancy or vacancies and such laid-off employee or employees shall be rehired upon a basis of seniority and their seniority restored, provided they report for duty within a period of ten (10) calendar days after the receipt date of notification of recall by the RTA in the form of registered (certified) mail. This notification will be mailed to the last known address of the employee which is on file with the RTA. In the event no laid off employees report within the time specified above, the RTA shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by the RTA for a period of thirty (30) calendar days or more shall receive at least fourteen (14) calendar days' notice of any layoff.

## **ARTICLE 21**

### **Physical Examination**

**SECTION 1. Required** – The Company may require any of its employees to submit to a physical examination by a physician duly licensed to practice as such to determine fitness for duty.

**SECTION 2. Physician** – The examining physician shall be selected by the RTA and the cost of such examinations shall be paid by the RTA.

**SECTION 3. Fitness for Duty** – As a condition of continued employment with the RTA, any physical examination provided for above must reveal the physical and mental fitness of the employee involved to perform his/her duties.

**SECTION 4. Drug and Alcohol-Free Workplace** – RTA's goal is to provide for a healthy and safe work environment and therefore maintain a drug-

and alcohol-free workplace as defined in the RTA Drug-Free Workplace Policy and Program. Employees shall be subject to post accident, random and reasonable suspicion drug and alcohol testing as set forth in the FTA and US DOT 49 CFR Part 655 and 49 CFR Part 40 as amended and the RTA Drug-Free Workplace Policy and Program.

**SECTION 5. Unfitness** – Should any physical examination provided for above reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

- A. The employee involved may continue working while undergoing medical treatment if the examining physical shall certify to his/her ability to do so safely.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform his/her duties may be required to supply the RTA with a physician's report covering his/her condition at least once every thirty (30) calendar days.

**SECTION 6. Paid Time** – Any employee when required by the RTA to be relieved from duty for the purpose of taking a physical examination shall be paid for the time lost in taking such physical examination.

**SECTION 7. DMV Posting** – For the purpose of the Department of Motor Vehicles physical examination, the Company will provide a list of authorized examining doctors that will complete the employee's physical examination at no cost to the employee. If the employee chooses to use a doctor that is not on the Company-provided list, the employee will be solely responsible for the costs of the physical examination. On the first day of each month, the RTA shall post a list of employees who are due to take



the Department of Motor Vehicles physical examination during the following month. For the purpose of interpretation of this Section, any and all examinations required by the Department of Motor Vehicles, California Highway Patrol, or any other authoritative agency, will be included.

## **ARTICLE 22**

### **Issuance of Pay Checks**

**SECTION 1. Pay Day** – The RTA will make every effort to issue the payroll every other Friday starting no later than 5:00 a.m. In the event a Holiday falls on a Friday, the RTA will make every effort to issue the payroll on the previous day. However, should a system breakdown occur, the payroll will be issued no later than the following Wednesday. No loss in pay will result should this occur.

**SECTION 2. Deductions** – All deductions will be shown on the pay check stub for social security, disability insurance, group insurance, coveralls, uniforms, union dues, withholding tax and dependent insurance. Pay check stubs shall also show the amount of time paid for straight time, overtime, vacation, student instruction, and any changes in classifications and rates of pay.

**SECTION 3. Termination Pay Check** – If an employee is terminated, the employee must return to RTA all items issued by RTA to the employee when receiving his or her last pay check. Such items include uniforms, keys, fuel cards, employee badge and other equipment. If an employee resigns, retires or gives notice, he will return all RTA property his last day worked.

## **ARTICLE 23**

### **Lost and Found Articles**

Lost and found policies and procedures are governed by California Civil Code 2080.1. Each employee shall report to RTA dispatch each article found on RTA property and not claimed by the losing passenger before such employee completes his/her shift on the day upon which such article is found. If the RTA Lead Operations Supervisor determines that the value of the property is greater than \$100, the item will be turned over to the San Luis Obispo Police Department; all other non-perishable items shall be held

by RTA for a minimum 90-day period, after which the item will be donated to a local charity or thrown away.

## **ARTICLE 24**

### **Health, Dental, Vision and Life Insurance**

**SECTION 1. Group Plan** – The Company shall provide the administration of the Group Insurance Plan.

### **SECTION 2. Premiums:**

- A. The RTA agrees to pay for a portion of the provision of medical, dental, and vision insurance for the life of this Agreement for eligible Full-Time employees, and medical insurance for Part-Time/Health-Benefited employees. Full-Time and Part-Time/Health-Benefited statuses under this Agreement are defined in Article 31 Section 1 for Bus Operators and in Article 40 Section 1 for maintenance employees.
- B. Following ratification of this Agreement, commencing on July 1, 2023 and for the duration of this Agreement, the RTA will pay 100% of the monthly contribution for the employee's medical insurance premium (for the remainder of calendar year 2023, this equates to \$988.80). If the employee elects to cover one dependent, the RTA will make a monthly contribution equating to 70% of the monthly premium for the Affordable Care Act-qualifying medical plan option (as of January 1, 2023, known as the "Anthem Silver PPO Plan," or \$995 per month for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount. If the employee elects to cover two or more dependents, the RTA will make a monthly contribution equating to 70% of the Anthem Silver PPO Plan monthly premium (\$1,290 for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount.
- C. All Full-Time employees are also be provided dental and vision insurance coverage (as of January 1, 2023, these plans are known as Delta Dental PPO and VSP Vision) at no cost to the employee. Following ratification of this Agreement, commencing on July 1, 2023 and for the duration of this Agreement, if a full-time employee elects

to cover one dependent, the RTA will make a monthly contribution equating to 70% of the monthly premium (\$65 for dental insurance and \$8 toward for vision insurance for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount. If the full-time employee elects to cover two or more dependents, the RTA will make a monthly contribution equating to 70% of the monthly premium (\$105 toward the dental insurance premium and \$12 for vision insurance for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount

D. The RTA may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

~~A. The RTA agrees to pay for a portion of the provision of health, dental, and vision insurance for the life of this contract for full time employees. Should the employee wish to cover dependents or spouse, they shall do so at their expense. Eligible full-time employees shall be any full time employee as defined in Article 31 Section 1 and Article 40 Section 1.~~

~~B. For Full-Time employees, RTA will pay for 93% of the monthly premiums to provide the base healthcare plan (as of January 1, 2017, this plan is known as the "Solutions PPO Plan") for the employee, as well as 93% of the Anthem Blue Cross Dental Complete and Blue View Vision plans. For Part-Time/Health-Benefited employees, RTA will pay for 93% of the monthly premiums to provide the base healthcare plan for the employee. The employee will be responsible for the remaining 7%, as well as 100% of the additional monthly premiums should the employee choose a richer medical plan and/or to cover a spouse/dependent. For example, based on January 1, 2017 rates, a Full-Time employee who has selected the Solutions PPO Plan will pay \$40.98 per month, while an employee who has selected the Classic PPO Plan will pay \$132.40 per month. Employees who choose the Affordable Care Act-qualifying healthcare plan option (as of January 1, 2017, known as the "HSA Plan") would not be required to contribute toward the monthly medical/dental/vision premium.~~

~~C. The RTA may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.~~

### **SECTION 3. Incidental Benefit for Opting Out:**

- A. RTA-designated Full-Time benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical benefits, as well as Dental and Vision Benefits, through another means and who do not elect to receive Medical, Dental and Vision Benefits through RTA may "opt out" of these benefits and shall receive an incidental payment of \$175 monthly in lieu of the contribution as defined above.
- B. Full-Time and/or Part-Time/Health-Benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical Benefits through another means and who do not elect to receive Medical Benefits through RTA may "opt out" of the medical benefit and shall receive an incidental payment of \$125 monthly in lieu of the contribution as defined above.

**SECTION 4. Prescription Safety Eyewear** – The RTA will reimburse the cost of prescription safety eyewear on an as needed basis for maintenance employees who are required to wear eye protection in order to safely perform their job. A reimbursement request greater than \$400 will require Executive Director approval. For the purposes of this Section, "as needed" shall be defined as upon hire, when a maintenance employee subsequently begins wearing prescription eye glasses, when a maintenance employee submits an Incident Report stating how existing protective eyewear has become damaged while on duty, or when the employee's prescription changes enough to warrant issuing a new set of eyewear.

## **ARTICLE 25**

### **Robbery Reimbursement**

The loss of any employee's property resulting from a holdup, robbery, vehicle collision or assault on the employee which occurs while the employee is on duty shall be reimbursed by RTA up to \$500 per occurrence, provided a police report that details all stolen or damaged items is filed and a copy provided to RTA. Such reimbursement shall be paid upon submission of replacement receipt that clearly portrays the employee's actual out-of-pocket costs for replacement.

## **ARTICLE 26**

### **Leaves of Absence**

**SECTION 1. Leaves for Personal Reasons** – Leaves of absence without pay for good and sufficient reason will be granted for a period not to exceed thirty (30) consecutive days when practicable.

Employees wishing leave of absence will apply in writing to the Executive Director for approval. The Executive Director will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on their application for leave of absence within a reasonable time. In cases of proven emergency such leaves will be granted immediately. All RTA property, except annual RTA passes issued to the employees, must be turned in by employees prior to taking their leaves of absence.

An employee who accepts gainful occupation while on ~~leave of absence or paid~~ sick leave or protected leave (also known as "moonlighting"), except as provided in Section 1 of this Article, terminates his/her employment with the RTA unless otherwise mutually agreed to between the RTA and the Union.

When it is proven that any employee abuses any RTA leave privilege or if he/she should feign an illness, such employee is subject to discipline as prescribed in Article 17.

**SECTION 2. Jury Duty** – Should any Full-Time employee be required to serve on jury duty, said employee will be paid his/her regular straight time

rate of pay on a basis of eight (8) hours per day, less jury duty compensation, for a period of time not to exceed one (1) week excluding Saturdays and Sundays in a floating ~~two (2)~~ one (1) year period.

**SECTION 3. Bereavement Leave** – The State of California requires employers to provide five (5) days of protected Bereavement Leave. Three (3) eight (8) hour days with pay will be granted upon request of a Full-Time employee upon the death of a member of his/her immediate family, with no reduction in pay; the Full-Time employee is permitted to use Sick Leave, personal days, Vacation days, or leave without pay for the remaining two (2) days. Part-Time and Casual employees may use Sick Leave or leave without pay. Additional bereavement leave for Full-Time, Part-Time or Casual employees beyond the five (5) days may be approved by the employee's department manager upon written request. Bereavement Leave does not need to be taken in consecutive days.

The bereavement leave will be applied to the employee's parents (including step-parents), spouse, children, step-children, brothers (including in-law), sisters (including in-law), grandchildren, grandparents, parents of the spouse, and domestic partners registered with the State of California. Bereavement leave will only be paid if the employee attends the funeral or requests the time to grieve for their lost family member.

Employee's absence on the day before or the day after a Holiday due to bereavement leave will not be considered as a basis for non-payment of Holiday pay, but will be considered as time worked.

In the event a member is bereaved while he/she is on vacation the appropriate applicable time will be replaced to the vacation bank upon the employee's return, provided written notice is supplied to the Company within ten (10) calendar days after the employee returns.

Proof of death must be supplied by submitting an obituary notice from a newspaper or letter from the mortuary involved signed by the manager.

**SECTION 4. Military Leave** – Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) calendar days after their official discharge from the service. The

provisions of this Article shall apply to those entering the military service coming within the terms of the selective service law. Such absence in the military service shall not be deemed to break the continuity of service for the computation of seniority, rates of pay, and vacation. Employees leaving the Company to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

**SECTION 5. Doctors Note** – The Executive Director may approve a leave of absence of up to five (5) calendar days due to an employee sickness. However, if an employee is off for more than five (5) calendar days, he/she shall furnish the Company with proper papers showing that he/she has been attended **to** by a physician and a release from his/her physician showing that he/she is able to return to work.

Any Bus Operator returning to work from sick leave shall notify the Dispatcher not later than 11:30 a.m. on the date prior to his/her returning to work. Any maintenance employee returning to work from sick leave shall notify the Manager, Maintenance and Facilities, at least one (1) hour prior to the start of his/her shift or assignment.

~~A. Any Bus Operator returning to work from sick leave shall notify the dispatcher not later than 11:30 a.m. on the date prior to his/her returning to work. Any maintenance employee returning to work from sick leave shall notify the Manager, Maintenance and Facilities, at least one (1) hour prior to the start of his/her shift or assignment.~~

~~B. When it is proven that any employee abuses any RTA leave privilege or if he/she should feign an illness, such employee is subject to discharge at the option of the Company.~~

**SECTION 6. Inability to Perform Essential Job Functions** – If an employee becomes unable to perform the essential functions of his or her job through no fault of RTA, an unpaid leave may be granted by the RTA Executive Director. Under this circumstance, the RTA, the employee and a Union representative will meet to collaboratively to determine a schedule for possible return to work. In no case shall the initial schedule be longer than thirty (30) calendar days; it may be extended up to another thirty (30) day period at the discretion of the Executive Director.

## ARTICLE 27

### **Fare-Free Transportation**

All employees and their immediate family members covered by this Agreement shall be provided fare-free transportation over all RTA fixed-route service upon presentation of proper identification to be furnished to the employee by the Company without charge. Immediate family members include the following: spouse, as well as dependent children and/or step-children that live with the employee. Picture identification passes for immediate family members must be renewed annually at the RTA operating facility. Immediate family members must not distract a related Bus Operator while he or she is on-duty, and immediate family members may not ride along more than one round-trip in any four-hour period.

## ARTICLE 28

### **Vehicle Collision and Incident Reporting**

**SECTION 1. During Shift** – Every employee shall immediately report to the Dispatcher via radio or cell phone each vehicle collision, incident, or safety incident occurring during the employee's run or shift. If the Dispatcher determines a written report must be filed and directs the employee to do so, such report shall be made at the completion of the employee's run or shift.

~~**SECTION 1. During Shift** – Every employee shall make one (1) report for each vehicle collision, or safety incident with injury or the potential for a future claim of a loss, occurring during his/her run or shift, as required by the RTA and such report shall be made at the completion of his/her run or shift.~~

~~For the purposes of this Article 28, an "incident" means as any occurrence, event or action (regardless of how minor) which presents a threat, risk or operational problem to the RTA, its passengers, or members of the general public.~~

Employees who are required directed to make a submit a written report shall be allowed twenty (20) minutes for making such report, except that no allowance shall be granted when said report can be made out in time



~~already being paid for on the date report is being made completed during scheduled paid time~~. In the event travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by the RTA shall be paid for at the straight time rate.

**SECTION 2. Paid Time** – The Company agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving the Company directly or indirectly.

In no event shall an employee be paid less than he/she would have received had he/she worked his/her scheduled or assigned work time, except in the case of a Part-Time Bus Operator scheduled for only one piece of work or a tripper.

If such appearance occurs outside the City of San Luis Obispo, the employee will be provided transportation or reasonable travel expense to attend such hearings.

**SECTION 3. Written Notice** – All vehicle collisions and safety incidents will be reviewed by the RTA. Where a collision or incident is determined to have been preventable, the employee will be notified in writing within ten (10) work days, excluding days off and Holidays, from the date of the collision or incident (except in rare cases such as insufficient information for the decision of preventability to be made).

Within five (5) work days of receipt of such notice, the employee may request in writing a review of the decision with the designated Company official.

## **ARTICLE 29**

### **Compensation While on Leave for an Injury**

In the event an employee is injured while on duty in a non-preventable vehicle collision or non-preventable safety incident, resulting in a loss of time, he/she shall: 1) be paid full run, assignment or shift time for the day

on which the injury occurs, 2) commencing with the employee's first work day following the day on which the injury occurs he/she shall receive pay equal to one-fifth (1/5) of the maximum weekly compensation amount, as set forth by the Industrial Accident Commission of the State of California, for each of his/her lost work days during the three (3) calendar days immediately following date of injury. If an employee's time off should become covered by other paid compensation, the employee shall reimburse the RTA for the three (3) days paid by the RTA.

## **ARTICLE 30**

### **Vehicle Collision and Employee Incident Prevention**

The Union recognizes that vehicle collision and safety incident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general collision/incident prevention work is mutually beneficial both to the RTA and to its employees. The Union, therefore, agrees that employees must cooperate with the Company in such safety work and attend all safety meetings held and conducted by or for the Company and to take an active part and interest in collision/incident prevention work.

The RTA will rely upon an Accident Review Committee to consider appeals to the Company's initial determination of preventability. The Accident Review Committee shall decide preventability issues only, and shall not determine discipline. The determination of the Accident Review Committee is considered final and may not be appealed. In the event of a tie, the Executive Director will cast the deciding vote.

The Accident Review Committee will be made up of four (4) persons, with an equal number of bargaining unit members and Company members. The Union shall have the right to select the bargaining unit members, who shall serve in a paid capacity at dates and times selected by the Company. A bargaining unit member who has incurred a preventable collision or safety incident within the prior 18 months will not be eligible to be placed on the Accident Review Committee, although current members are "grandfathered in." The Company and Union may each elect to have an observer present during proceeding.

### **SECTION III – BUS OPERATOR PROVISIONS**

#### **ARTICLE 31**

#### **Bus Operations and Operators**

**SECTION 1. Full-Time Bus Operator** – The Company shall have Full-Time, Part-Time/Health-Benefited and Part-Time Bus Operator positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the RTA Board. Full-Time Bus Operators shall be any employee who operates a fixed-route bus, Runabout, Dial-a-Ride or Trolley who bids a scheduled run that regularly works thirty-five (35) hours per week or more. Part-Time/Health-Benefited Bus Operators shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week.

When a Full-Time Bus Operator vacancy occurs, the Company shall post the position for ten (10) calendar days. The position shall be opened for application during this ten (10) day period only. Part-Time/Health-Benefited and Part-Time Bus Operators may apply for the position by completing an RTA Application for Promotion to Full-Time form and submit the application to the Company. Once the job posting is taken down, the position application process shall be considered closed. The RTA shall review all applications and notify all applicants of their status within fourteen (14) calendar days of the closing process.

**SECTION 2. Definitions** – An “assigned scheduled run” shall be any regular run which is included in the operating schedules of the RTA. An assigned scheduled run shall include full-time fixed route and Runabout runs, part-time fixed-route and Runabout runs, trippers and Extra Board assignments.

**SECTION 3. Hours of Work on Assigned Scheduled Runs, Work day and Work Week** – All work performed in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Bus Operators shall be required to report at specific times according to published bid information before their runs are scheduled to leave their respective yards to perform a pre-trip bus/vehicle inspection – whether a full pre-trip inspection at the bus yard, or a “safety/relief” pre-trip inspection on-route – and this shall be considered work time. Bus Operators shall be paid ten (10) minutes time to perform a post-trip inspection per the prescribed Standard Operating Procedures in the Employee Handbook. This time shall be computed in the scheduled run time paid. Each run shall have a designated “call-in” time that Bus Operators shall notify dispatch to confirm their pull-out.

**SECTION 4. Extra Schedules** – Trippers or portions of runs which are not a part of an assigned scheduled run may be scheduled by the RTA.

**SECTION 5. Hours of Work on Regular Runs** – The RTA will make every reasonable effort to establish a maximum number of regular runs according to schedules operated and will continue to endeavor to improve the shifts whenever possible.

**SECTION 6. Split Run** – A split of one-half (1/2) hour, or less, in a regular run shall be computed and paid for as continuous time worked and indicated on the schedule.

**SECTION 7. Continuity of Runs** – No assigned or extra runs shall have more than one (1) unpaid for intervening period between pieces or work.

**SECTION 8. General Sign Up** – The RTA shall hold a general sign up one or more times each year.

At a time seven (7) calendar days before a general sign up, the RTA shall make available to the Bus Operators all runs to be bid. An individual page for each posted run shall show the start time of the run, end time, pay time, posting date, run and route designations, schedule hours, days of the week and whether it is Full-Time or Part-Time run. The actual bidding shall start on the eighth (8th) day after posting and shall continue each day thereafter, excluding Holidays, in the manner described below until the bidding is completed.

A Full-Time Bus Operator seniority list and a Part-Time Bus Operator seniority list shall be posted showing the order in which Bus Operators shall choose their run. It shall be the responsibility of each Bus Operator to bid at the designated time he/she is to bid or to leave a proxy statement with the employee's most desirable run as the number one proxy and so on. Bus Operators on leave of absence status without an RTA-approved return to work date are not eligible to bid. Bus Operators returning from leave have bumping privileges per Section 10 of this Article.

New Bus Operator hirees will be provided an opportunity to bid Biddable Runs Not Bid (as described in Article 31, Section 12) by their fifth day of initial training. In the event two or more Bus Operator hirees have the same training start date, their seniority priority will be based on their employment application submittal time/date.

If other transit agencies another transit agency whose operating employees are covered under a valid collective bargaining agreement with the Union Teamsters consolidate with into the RTA, those new employees' seniority will be dovetailed into the RTA Seniority List based on each employee's original hire date with the agencies consolidating agency. If those new operating employees are not covered by a valid collective bargaining agreement with the Union, then, both a "Primary RTA Seniority" list and a "Secondary RTA Consolidation Seniority" list will be developed for the first year of consolidation. In addition, a separate set of Full-Time and Part-Time bids for the newly consolidated services will be posted seven (7) calendar days before bidding begins for the runs that are exclusively dedicated to the newly consolidated service. Only Bus Operators on the "Secondary RTA Consolidation Seniority" list may bid on runs in the newly consolidated services. If a newly consolidated run is vacated during a bid, employees on the "Secondary RTA Consolidation Seniority" list will have the first opportunity to fill the vacated run.

The General Sign Up procedure may be changed by mutual agreement between the RTA and the Union.

**SECTION 9. Change of Time** – In the event the starting or ending time of a regular Bus Operator's run is changed twenty (20) minutes or more, or the mileage of his/her run is changed twenty (20) miles or more, he/she will

have the privilege of exercising his/her seniority in the selection of a run held by a Bus Operator with less seniority provided he/she gives the RTA notice of his/her intention to do so within twenty-four (24) hours after the change became effective. Bus Operators who are bumped by the exercising of this privilege shall have the right to exercise their seniority in the selection of other runs. The change in the assignment of runs selected under the provisions of this Section shall become effective within three (3) calendar days after the new selection is made.

**SECTION 10. Bumping** – Bus Operators displaced by senior Bus Operators, or for any reason deprived of their runs through no fault of their own, may, should they so desire, displace Bus Operators junior to them or place themselves on the extra board with their full seniority rights. Bus Operators must exercise privilege of displacing junior Bus Operators within five (5) calendar days from date of being displaced, unless prevented by sickness, leave of absence or other good cause, or take their place on the Extra Board. If, upon the first day of his/her change-over, any Bus Operator worked beyond his/her week's maximum by reason of the bump, he/she shall nevertheless, receive only straight time for such day.

**SECTION 11. Vacated Runs** – A vacated run shall mean a run vacated voluntarily or through suspension, dismissal from service, leave of absence for military service, death of regular Bus Operator, or absence due to long-term illness. An absence is considered long-term if it exceeds 12 weeks. Vacated regular runs will be assigned to the Extra Board Bus Operators or to Part-Time Bus Operators on the basis of seniority until the vacated run is posted and filled. Posting of vacated runs shall take place not more than fourteen (14) calendar days after the run has been vacated. Bidding of the vacated run shall be by seniority order until the run is filled. Should the run be filled by a Full-Time Bus Operators, that Bus Operator's vacated run shall be filled by the same process.

**SECTION 12. Biddable Runs Not Bid** – A biddable run that is not bid after being posted will be assigned to the last Bus Operator in seniority on the Extra Board.

**SECTION 13. New and Trial Runs** – The RTA agrees that any new or trial run established shall be posted for bid.

**SECTION 14. Hours of Rest** – Each Bus Operator shall be allowed nine (9) consecutive hours of rest out of each twenty-four (24) hours.

**SECTION 15. Travel Time** – Scheduled running time via the most direct route shall constitute “travel time” and will be paid when:

- A. A Bus Operator is notified to report to the garage, prior to reporting at the relief point for the commencement of his/her day’s work; he/she shall be paid travel time from the garage to the relief point.
- B. A Bus Operator is relieved during his/her run and notified by the Company to report to the garage. If instructed to resume his/her run he/she shall also be paid travel time from the garage to the relief point.
- C. A Bus Operator is relieved at the completion of his/her run and is notified to report to the garage; he/she shall be paid travel time from the relief point to the garage.

**SECTION 16. Break Periods:**

- A. Straight runs operating six (6) hours or longer will be afforded 50 minutes of aggregated break time and be scheduled at layover intervals throughout the daily run. This time will be for the purpose of affording Bus Operators meal and rest breaks during which he or she will be free of other activities related to providing service. This minimum break time does not apply to split shifts.
- B. If a Bus Operator does not get all of the intended break time, he or she can fill out a form requesting an investigation. When a Bus Operator does not receive 85% of the intended break on a consistent basis, RTA will implement a fix by the end of the following bid.

## **ARTICLE 32**

### **Provision Against Pyramiding**

Where more than one (1) overtime provision is involved, only that provision which creates the greatest compensation shall apply.

## **ARTICLE 33**

### **Extra Board Bus Operators and Part-Time Bus Operators**

#### **SECTION 1. Operations of the Extra Board:**

- A. There shall be one (1) common Extra Board with the positions on said board established in seniority order.
- B. At the general sign up, the number of Extra Board positions will be determined by the RTA and posted.
- C. A rotating Extra Board system, posted in seniority order, will be used, utilizing the "first up - first out" method. This system of operating may be changed at any time by mutual consent of the RTA and the Union.
- D. General rules regulating Bus Operators relative to sick leave, miss-outs, etc., shall apply to all Extra Board Bus Operators.
- E. The RTA will endeavor to provide two (2) consecutive days off for all Extra Board Bus Operators. To be considered a full-time employee all general rules regulating the thirty-five (35) hour work week for regular Bus Operators will apply to Extra Board Bus Operators.
- F. Extra Board Bus Operators shall be certified, willing and able to operate all RTA routes, vehicles and schedules as assigned by the RTA Dispatcher.



## **SECTION 2. Part-Time Bus Operators:**

- A. Part-Time Bus Operators will be those Bus Operators that either regularly work a biddable part-time run, or who are Casual Bus Operators who work open assignments on an as needed basis. Part-Time and Part-Time/Health-Benefited Bus Operators shall regularly work less than thirty-five (35) hours per week.
- B. Part-Time and Part-Time/Health-Benefited Bus Operators shall be eligible for any Full-Time Bus Operator position that may become available. Should a Full-Time position become available and the Company is able to fill that position, it shall be filled by the most senior Part-Time Bus Operator.
- C. Casual Bus Operators will be those Bus Operators that fill-in on an occasional basis and maintain all licensing/training requirements. Casual Bus Operators are called as needed. The following rules apply to Casual Bus Operators status.
  - 1. They may refuse work when offered; however, once they agree to work they are obligated to complete the assignment. Failure to complete an agreed upon assignment will subject them to the attendance policy and possible discipline.
  - 2. They are not guaranteed a set number of hours per week.
  - 3. If a regular Part-Time or Full-Time Bus Operator wants to replace all or part of their bid with alternative employment or alternative activity, then they will be placed on Casual Bus Operator status. A regular Part-Time or Full-Time Bus Operator must provide a written request if they desire Casual Bus Operator status. Requests may be denied depending on worker availability until the next regularly scheduled bid.
- D. **Return to Full-Time Status** – Casual Bus Operators may only return to regular Part-Time or Full-Time Bus Operator duty if there is an opening at the time of a regularly scheduled bid. Alternately, a Casual Bus Operator may submit a written request to be promoted to a

regular Part-Time or Full-Time Bus Operator position in the case of a vacancy, which would permit that employee to choose regular Part-Time or Full-Time bids if offered the position based on seniority.

- E. **Delayed Status** – Frequent changes in work status between regular Part-Time and Full-Time Bus Operator and Casual Bus Operator positions are disruptive to the operation and often make it difficult to reliably cover shifts. Therefore, RTA may deny or delay requests to change status. When a Casual Bus Operator requests promotion to a regular Part-Time or Full-Time Bus Operator status or vice versa, the request may be delayed until the next regularly scheduled bid. The minimum commitment to regular Part- or Full-Time Bus Operator status must be at least the full bid. Also, when requesting a change in status, a minimum of a two-week notice is required.

**SECTION 3. Call List for Open Runs** – The Company will maintain a voluntary Open Shift Call List of Bus Operators in order to fill assignments after the regular Extra Board is exhausted. Bus Operators will verbally or electronically inform the Lead Supervisor or the on-duty Dispatcher that he or she wishes to be placed on the Open Shift Call List to cover open assignments. The Open Shift Call List will be divided into two sections: Section 1 will include Casual Bus Operators and Part-Time Bus Operators listed in descending seniority order; and Section 2 will include Full-Time Bus Operators listed in descending seniority order. Bus Operators listed in Section 1 must be called in its entirety before those in Section 2 are called. A call is considered complete when a message is left, or when the phone number is dialed and no ability to leave a message is available. In the interest of expediency, company-to-employee contact is not required to satisfy a completed call. Bus Operators not on the Open Shift Call List may only be called after the Open Shift Call List is exhausted. The Open Shift Call List is closed daily at Noon. Any Bus Operators deciding they want to be called after Noon will be placed at the bottom of the Open Shift Call List in an alternate section in the order they are received.

## **ARTICLE 34**

### **Miss-Outs and Work Assignment**

**SECTION 1. Miss-Outs** – A “miss-out” is defined to be: Each failure of any Bus Operator to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

A Bus Operator who fails to notify the RTA at least sixty (60) minutes prior to his/her start time that he/she will not report for duty and reporting for their assignment at the proper time and place shall be charged with a “miss-out”. A Bus Operator may be charged only one miss-out per day.

### **SECTION 2. Penalties for Missing-Out Shall Be as Follows:**

- A. For the first and second “miss-out” incidents within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any.
- B. For the third “miss-out” within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any, and shall receive one (1) day’s suspension without pay. If the Bus Operator, by direction of an Operations Supervisor, does not work on the day of the miss-out, that day shall be counted as the one (1) day suspension without pay.
- C. For the fourth “miss-out” within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any, and shall receive two (2) days’ suspension without pay. If the Bus Operator, by direction of an Operations Supervisor, does not work on the day of the miss-out, that day shall be counted as the first of the two (2) days’ suspension without pay.
- D. For the fifth “miss-out” within a one-hundred eighty (180) day period, the Bus Operator involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which the RTA may see fit to impose.

- E. The penalty provisions provided in this Article are not intended as a license to “miss-out” within the limits set forth. A Bus Operator who “misses-out” consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.

**SECTION 3. Absent Without Leave** – Bus Operators who fail to report and make themselves available ~~to their supervisor or his/her designee for work,~~ within five (5) hours from the time they were scheduled to report ~~for work,~~ shall be considered absent without leave and be subject to ~~suspension or such other discipline as the RTA may see fit to impose the steps detailed in Article 17,~~ however, in the event they are called, the Bus Operator must report within one (1) hour.

**SECTION 4. Waiver** – The RTA may waive the imposition of a disciplinary penalty for a “miss-out” as hereinabove provided whenever, in its opinion, a valid reason for such “miss-out” exists.

## **ARTICLE 35**

### **Sick Time and Vacation for Bus Operators**

#### **SECTION 1. Sick Time:**

- A. **Accrual Rate** – All Bus Operators are eligible to accrue Sick Time of 2.67 hours per pay period. In no case shall the number of Sick Time hours accrued in a pay period exceed the number of hours worked in that pay period.
- B. **Use** – Bus Operators may take Sick Time for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- C. **Maximum** – Bus Operators may carry over accumulated Sick Pay up to a maximum of 200 hours.
- D. **Cash Out** – Sick Time is not eligible for cash out.

- E. **Donating** – The Company will not allow the donating of Sick Time to other employees.
- F. **Reduced Usage** – Sick Time shall be paid at the Bus Operator's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to Bus Operators who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will a Bus Operator receive pay in excess of his regular pay. Sick Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Sick Time taken cannot be used to put a Bus Operator in an overtime pay status.

## **SECTION 2. Vacation Time:**

- A. **Accrual Rate** – All eligible Full-Time Bus Operators as defined in Article 31 Section 1 shall accrue Vacation Time at the following rates:

<b>Bus Operator Vacation Accrual</b>				
<b>Level</b>	<b>Hrs / Pay Period</b>	<b>Total Hrs/Yr</b>	<b>Weeks/Yr</b>	<b>Days/Yr</b>
New Hire to 364 days	3.39	88.14	2.2	11.02
1 Year to 1 Year + 364 days	3.39	88.14	2.2	11.02
2 Years to 2 Years + 364 days	5.59	145.34	3.6	18.17
3 Years to 3 Years + 364 days	5.59	145.34	3.6	18.17
4 Years to 4 Years + 364 days	5.59	145.34	3.6	18.17
5 Years to 5 Years + 364 days	5.59	145.34	3.6	18.17
6+ Years	7.79	202.54	5.1	25.32

<b><u>Years of Service</u></b>	<b><u>Accrual Per Payroll Period</u></b>
Hire Date - 2 Years	3.08 Hours per pay period
3 Years - 6 Years	5.08 Hours per pay period
7 Years +	7.08 Hours per pay period

In no case shall the number of Vacation Time hours accrued in a pay period exceed the number of hours worked in that pay period.

- B. **Use** – Bus Operators may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Bus Operators may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should Bus Operator's Vacation Time bank exceed this amount, they will cease to accrue hours over 184 not taken at the end of the calendar year. The vacation year will be January 1 to December 31. Bus Operators who have had the use of Vacation Time canceled due to scheduling conflicts, will be given an opportunity to schedule the unused Vacation Time in the following year.
- D. **Cash Out** – In the event a Bus Operator is denied the use of accrued Vacation Time during the year and that employee has in excess 184 hours of Vacation Time on the books, any time over 80 hours may be cashed out by the Bus Operator at the end of the calendar year.
- E. **Donating** – The Company will allow the donating of Vacation Time to other employees. It will be limited to 50% of accrued Vacation Time. The Company will ensure that donated Vacation Time will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of 60 hours and only those hours that are in an excess of 60.
- F. **Reduced Usage** – Vacation Time shall be at the Bus Operator's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to Bus Operators who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will a Bus Operator receive Vacation Time pay in excess of his regular pay. Vacation Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Vacation Time taken cannot be used to put a Bus Operator in an overtime pay status.

## **ARTICLE 36**

### **Holidays**

**SECTION 1. Holidays** – For all Full-Time Bus Operators, time and one-half shall be paid for Holidays worked as follows:

New Year's Day\*  
Memorial Day  
Christmas Day\*  
Independence Day\*  
Labor Day  
Thanksgiving Day

**SECTION 2. Day Shifting** – In the event one of the legal Holidays mentioned in this Article falls on a Sunday, the Monday following the Sunday shall be the Holiday. Should a Holiday fall on a Saturday, the preceding Friday shall be the Holiday. Fixed date Holidays (\*) are exempt from the weekend shifting. Should the Holiday fall on a Monday and it is officially declared a legal Holiday, then that day only would be considered a Holiday within the meaning of this Agreement.

**SECTION 3. Eligibility** – All eligible Full-Time Bus Operators shall receive eight (8) hours at their regular straight time rate of pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such Bus Operator completes their work assignment on their last scheduled or assigned work day prior to such Holiday and their first scheduled or assigned work day after such Holidays. It is agreed that those Bus Operators covered by the contract who are scheduled to work and are late on the day before or the day after the Holiday will be paid for the Holiday time provided the Bus Operator reports within one (1) hour of his/her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

If the Company allows a Bus Operator to lay off on, or part of, the Holiday or his/her work day immediately following or preceding a Holiday, the Bus Operator will not be penalized the Holiday pay time.

## **ARTICLE 37**

### **Retirement Benefits**

**SECTION 1. Accrual Rate** – For all eligible Full-Time Bus Operators, the RTA shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company. For all eligible Full-Time Bus Operators as defined in Article 31 Section 1, the rate of contribution shall be \$30.00 per pay period.

**SECTION 2. RTA Matching to Employee Contributions** – Any Bus Operator may contribute to the 457 plan based on the employee's needs. The RTA will match the employee's contribution up to 1.5% of the employee's gross pay. Employees should consult IRS regulations on the maximum contribution allowed annually.

**SECTION 2. Employee Matching** – Eligible full-time bus operator employees may also contribute to the plan on their behalf in order to match the company's contribution or contribute an amount based on employee's need. Employees should consult IRS regulations on the maximum contribution allowed annually.



## ARTICLE 38

### Hourly Wages – Bus Operators

**SECTION 1. Wage Increases** – Each Bus Operator will receive an annual contract wage increase on January 1 of each year, as well as an annual merit wage increase on each employee’s anniversary date.

Bus Operator Wage Scale			
Level	2023	2024	2025
New Hire	\$22.36	\$23.25	\$23.95
1 Year	\$23.05	\$23.98	\$24.69
2 Year	\$23.96	\$24.91	\$25.66
3 Year	\$24.56	\$25.55	\$26.31
4 Year	\$25.27	\$26.28	\$27.07
5 Year	\$26.11	\$27.16	\$27.97
6 Year	\$26.94	\$28.02	\$28.86
7 Year	\$27.77	\$28.88	\$29.75
8 Year	\$28.62	\$29.77	\$30.66
9 Year	\$30.00	\$31.19	\$32.13

On January 1 of each year, the contract wage increase shall automatically adjust by the greater of:

- A. The amount indicated in the table above ~~as long as the minimum wage change for the state of California is implemented as indicated,~~ or
- B. The percentage change in the Consumer Price Index for All Items measured for the Los Angeles-Riverside-Orange County area over the previous twelve (12) reported months.

**SECTION 2. No Wage Reduction** – No Bus Operator shall have their pay rate reduced as a result of the acceptance of this Agreement.

**SECTION 3. Wage Increases on Ensuing Pay Period** – All Bus Operator wage increases will take effect at the next full pay period following the dates discussed above.

**SECTION 4. Premium Pay** – A Bus Operator who is assigned to work with a trainee, or to fill in as a Dispatcher or Scheduler, will be paid a premium of ~~\$1.75~~ **\$2.00** per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties.

**SECTION 5. Weekend Premium Pay** – A Bus Operator who works a "Saturday" or "Sunday" level of service, including periods on or between Holidays in which "Saturday" or "Sunday" service is scheduled by the RTA will be will be paid a premium of \$4.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties. Shift differential pay for Weekend work will only apply to hours worked, not to paid leave usage.

## **ARTICLE 39**

### **Operator Uniforms**

**SECTION 1. Uniform Vendor** – Bus Operators may purchase uniforms at the RTA's designated uniform vendor. Uniforms shall be considered shirts, slacks, sweaters, vests, jackets and hats. Shoes may be purchased at whatever local establishment provided that they comply with the uniform regulations in the Bus Operators Employee Handbook.

**SECTION 2. Approved Apparel** – Bus Operators will be permitted to operate without any coats or jackets. Bus Operators shall be allowed to wear regulation uniform shirts or regulation sport shirt with long or short sleeves. Sport shirts may be worn year-round if the Bus Operator so desires.

**SECTION 3. Quantities** – RTA shall provide all Bus Operators who successfully complete the training program with the following uniform allowance:

- Five (5) pairs of pants
- Five (5) shirts
- One (1) winter jacket

- One (1) hat

**SECTION 4. Annually\*** - RTA shall provide all Bus Operators who are employees of the company upon ratification of this Agreement and annually thereafter on August 1 of each year through the term of this Agreement the following uniform allowance:

- Five (5) pairs of pants
- Five (5) shirts
- One (1) hat

\*1 winter jacket every three years or as needed to replace a worn item.

## **SECTION IV – MAINTENANCE EMPLOYEE PROVISIONS**

### **ARTICLE 40**

#### **Maintenance Department**

**SECTION 1. Hours of Work** – The Company shall have Full-Time, Part-Time/Health-Benefited and Part-Time positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the RTA Board. All regular Full-Time maintenance department employees shall be guaranteed a five (5) day work week, except where Holidays intervene and regularly work thirty-five (35) hours per week or more. All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). All hours over twelve (12) in a work day will be paid at the double time rate. Part-Time/Health-Benefited employees shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week.

When a Full-Time vacancy occurs, the Company shall post the position for ten (10) calendar days. The position shall be opened for application during this ten (10) day period only. Part-Time/Health-Benefited and Part-Time employees may apply for the position by completing an RTA Application for Promotion to Full-Time form and submit the application to the Company. Once the job posting is taken down, the position application process shall be considered closed. The RTA shall review all applications and notify all applicants of their status.

Employees will be paid for all time, including travel time while in the service of the employer, but excluding lunch periods. Unpaid lunch periods are not to exceed 1 hour.

- A. **Unscheduled (Emergency) Call-Out** – On an unscheduled (emergency) call-out, a maintenance employee shall receive a minimum of two (2) hours pay at the applicable overtime rate.
- B. **Holiday On-Call Pay** – When necessary, the company will designate a Holiday on-call employee based on the overtime standing of the shop. In addition to Holiday pay for all designated Holidays, a

Holiday on-call employee shall receive two (2) hours of pay at the straight rate for being on-call for that Holiday, and if called out will receive Holiday pay for all hours worked. Hours worked starts at the time the employee initially talks with a company representative about the service emergency on the company-provided cellular phone. The on-call employee is required to remain in the RTA service area, be accessible by an RTA-provided cellular phone, remain fit for duty and to report to the nearest RTA operating site within 15 minutes.

C. The work week will be five (5) consecutive eight-hour (8) days.

**SECTION 2. Job Assignments** – The Manager, Maintenance and Facilities shall assign work shifts for all classifications in the department based upon the employee's ability, skills and knowledge of RTA equipment and facilities. Work shifts for all maintenance department employees shall not change more than two (2) times per year.

**SECTION 3. Temporary Transfers** – All locations of work desired by the RTA, where it is practicable, shall be directed to the maintenance employees through the on-duty supervisor. Every maintenance employee shall perform any work his/her supervisor directs him/her to do; provided that if such work pays a lower rate of pay than his/her regular pay, such employee shall nevertheless receive his/her regular rate of pay. In the event the work to which such maintenance employee is transferred or which he/she is directed to do pays a higher rate, and such transfer continues for one (1) hour or more, he/she shall receive for all time spent on such job, the higher rate of pay.

In order to permit a maintenance employee to receive training or orientation, the RTA may assign an employee to any shift or assignment it may designate without regard to seniority for a period not to exceed ninety (90) calendar days in each instance. The assignment of an employee for training or orientation under this paragraph shall not result in the displacement of any employee already in such shift or assignment.

#### **SECTION 4. Reports, Attendance and Time Slips:**

- A. With the exception of Mechanic Tool Inventory reports, all reports and time slips shall be made on the RTA's time. Maintenance employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period.
- B. Each shift shall have two (2) ten (10) minute breaks.
- C. Miss-Outs – A "miss-out" is defined to be: Each failure of any employee to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

An employee who fails to notify the RTA at least sixty (60) minutes prior to his/her start time that he/she will not report for duty and reporting for their assignment at the proper time and place shall be charged with a "miss-out". An employee may be charged only one miss-out per day.

Penalties for missing-out shall be as follows:

1. For the first, second and third "miss-out" incidents within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any.
2. For the fourth "miss-out" within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any, and shall receive one (1) day's suspension without pay. If the maintenance employee, by direction of management, does not work on the day of the miss-out, that day shall be counted as the one (1) day suspension without pay.
3. For the fifth "miss-out" within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any, and shall receive two (2) days' suspension without pay. If the maintenance employee, by direction of management, does not work on the day of the

miss-out, that day shall be counted as the first of the two (2) days' suspension without pay.

4. For the sixth "miss-out" within a one-hundred eighty (180) day period, the maintenance employee involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which the RTA may see fit to impose.
  5. The penalty provisions provided in this Article are not intended as a license to "miss-out" within the limits set forth. A maintenance employee who "misses-out" consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.
- D. **Absent Without Leave** – Maintenance employees who fail to report and make themselves available for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to ~~suspension or such other discipline as the RTA may see fit to impose~~ the steps detailed in Article 17, however, in the event they are called, the employee must report within one (1) hour.
- E. **Waiver** – The RTA may waive the imposition of a disciplinary penalty for a "miss-out" as hereinabove provided whenever, in its opinion, a valid reason for such "miss-out" exists.

## **SECTION 5. Equipment for Maintenance Employees:**

- A. Rubber boots, hats and raincoats will be furnished to maintenance employees by the Company when necessary.
- B. The RTA shall furnish regulation coveralls or two-piece uniforms, at each maintenance employee's option. In addition, RTA shall furnish jackets, and annual belt and steel-toed boot allowances. Maintenance employees wearing two-piece uniforms must wear shirt inside trousers with a belt. The RTA shall pay the cost of coverall or two-

piece uniform, as well as jacket, laundry service. Worn or damaged coveralls or two-piece uniform and jacket must be turned in when obtaining replacement of same. Upon termination of employment, maintenance employees shall turn in their coveralls or two-piece uniforms and jacket.

- C. The RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs. Mechanics will be required to provide all hand tools in order to perform their job. The RTA will repair or replace broken or stolen tools, provided a Police Report is provided in case of the latter. Each Mechanic will provide a Tool Inventory (developed on the Mechanic's own time) annually and/or as the value of the Mechanic's tools increases by 10%. Replacement tools provided by the RTA will be the same or equivalent value. The RTA will advise Mechanics when any items on the Tool Inventory list are not applicable to RTA's needs and are thus not covered under this section.
- D. The Company will have power tools available for maintenance employees required to use power tools. RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs.

**SECTION 6. Bumping** – Maintenance employees displaced by senior employees or returning veterans or who, for any reason are deprived of their shifts through no fault of their own, may, if they so desire, displace employees junior to them. This provision shall not apply to transferring from the operations department to the maintenance department.

**SECTION 7. Layoffs** – In the event of a layoff in the maintenance department, the employee with the least RTA seniority within the classification being reduced shall be the first employee to be displaced. After he/she has been displaced from his/her classification, he/she shall have the right to exercise his/her RTA seniority anywhere in a maintenance department classification where he/she is qualified.



**SECTION 8. Training Materials** – The RTA will provide the Automotive Service Excellence Test Preparation Transit Bus Certificate and Study Guide and Practice Test Pack H1-T8 for use by Mechanics.

## **ARTICLE 41**

### **Sick Time and Vacation for Maintenance and Utility Employees**

#### **SECTION 1. Sick Time**

- A. **Accrual Rate** – All maintenance employees are eligible to accrue Sick Time of 2.67 hours per pay period. In no case shall the number of Sick Time hours accrued in a pay period exceed the number of hours worked in that pay period.
- B. **Use** – Maintenance employees may take Sick Time for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- C. **Maximum** – Maintenance employees may carry over accumulated Sick Pay up to a maximum of 200 hours.
- D. **Cash Out** – Sick Time is not eligible for cash out.
- E. **Donating** – The Company will not allow the donating of Sick Time to other employees.
- F. **Reduced Usage** – Sick Time shall be paid at the maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to maintenance employees who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will a maintenance employee receive pay in excess of his regular pay. Sick Time pay shall not duplicate any other Company pay.

- G. **Overtime** – Sick Time taken cannot be used to put a maintenance employee in an overtime pay status.

## **SECTION 2. Vacation Time**

- A. **Accrual Rate** – All eligible Full-Time maintenance employees as defined in Article 40 Section 1 shall accrue Vacation Time at the following rates:

<b>Maintenance Employee Vacation Accrual</b>				
<b>Level</b>	<b>Hrs / Pay Period</b>	<b>Total Hrs/Yr</b>	<b>Weeks/Yr</b>	<b>Days/Yr</b>
New Hire to 364 days	3.73	96.98	2.4	12.12
1 Year to 1 Year + 364 days	3.73	96.98	2.4	12.12
2 Years to 2 Years + 364 days	6.15	159.90	4.0	19.99
3 Years to 3 Years + 364 days	6.15	159.90	4.0	19.99
4 Years to 4 Years + 364 days	6.15	159.90	4.0	19.99
5 Years to 5 Years + 364 days	6.15	159.90	4.0	19.99
6+ Years	8.57	222.82	5.6	27.85

<b><u>Years of Service Period</u></b>	<b><u>Accrual Per Payroll</u></b>
Hire Date - 2 Years	3.39 Hours per pay period
3 Years - 6 Years	5.39 Hours per pay period
7 Years +	7.39 Hours per pay period

In no case shall the number of Vacation Time hours accrued in a pay period exceed the number of hours worked in that pay period.

- B. **Use** – Maintenance employees may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Maintenance employees may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should an employee's Vacation Time bank exceed this amount, they will cease to accrue hours over 184 not taken at the end of the calendar year. The vacation year will be January 1 to December 31. Maintenance employees who have had the use of Vacation Time canceled due to scheduling conflicts, will be given an opportunity to schedule the unused Vacation Time in the following year.

- D. **Cash Out** – In the event a maintenance employee is denied the use of accrued Vacation Time during the year and that employee has in excess 184 hours of Vacation Time on the books, any time over 80 hours may be cashed out by the employee at the end of the calendar year.
- E. **Donating** – The Company will allow the donating of Vacation Time to other employees. It will be limited to 50% of accrued Vacation Time. The Company will ensure that donated Vacation Time will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of 60 hours and only those hours that are in an excess of 60.
- F. **Reduced Usage** – Vacation Time shall be at the maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to maintenance employees who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will an employee receive Vacation Time pay in excess of his regular pay. Vacation Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Vacation Time taken cannot be used to put a maintenance employee in an overtime pay status.

## **ARTICLE 42**

### **Mechanic and Utility Holidays**

**SECTION 1. Overtime Paid for Recognized Holidays** – For all Full-Time maintenance employees, time and one-half hours shall be paid for Holidays worked as follows:

New Year's Day\*  
Memorial Day  
Christmas Day\*  
Independence Day\*

Labor Day  
Thanksgiving Day

**SECTION 2. Day Shifting** – In the event one of the legal Holidays mentioned in this Article falls on a Sunday, the Monday following the Sunday shall be the Holiday. Should a Holiday fall on a Saturday, the preceding Friday shall be the Holiday. Fixed date Holidays (\*) are exempt from the weekend shifting. Should the Holiday fall on a Monday and it is officially declared a legal Holiday, then that day only would be considered a Holiday within the meaning of this Agreement.

**SECTION 3. Eligibility** – All eligible full-time maintenance employees shall receive eight (8) hours at their regular straight time rate of pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such employee completes their work assignment on their last scheduled or assigned work day prior to such Holiday and their first scheduled or assigned work day after such Holidays. It is agreed that those maintenance employees covered by the contract who are scheduled to work and are late on the day before or the day after the Holiday will be paid for the Holiday time provided the employee reports within one (1) hour of his/her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

**SECTION 4. Qualifying** – No maintenance employee shall be eligible for Holiday pay or Holiday premiums unless he has reported for work on his regularly scheduled days immediately preceding and immediately following the Holiday, unless absence from work is caused by excused leave or certified illness, but in no event shall an employee be eligible for Holiday pay unless he has worked or received compensation during the Holiday week.

**SECTION 5. Forced Work** – Forced Holiday work will be in reverse seniority order.

## ARTICLE 43

### Retirement Benefits

**SECTION 1. Accrual Rate** – For all eligible Full-Time maintenance employees, the RTA shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company. For all eligible full-time maintenance employees as defined in Article 40 Section 1, the rate of contribution shall be:

Hire date to 2 years	\$15.00 per pay period
2 years to 7 years of service	\$30.00 per pay period
7+ years of service	\$45.00 per pay period

Hire date to 2 years	\$15.00 per pay period
3 years – 6 years of service	\$30.00 per pay period
7 years + of service	\$45.00 per pay period

**SECTION 2. RTA Matching to Employee Contributions** – Any maintenance employee may contribute to the 457 plan based on the employee's needs. The RTA will match the employee's contribution up to 1.5% of the employee's gross pay. Employees should consult IRS regulations on the maximum contribution allowed annually.

**SECTION 2. Employee Matching** – Eligible full-time Mechanics may also contribute to the plan on their behalf in order to match the company's contribution or contribute an amount based on employee's need. Employees should consult IRS regulations on the maximum contribution allowed annually.

## ARTICLE 44

### Hourly Wages – Maintenance Employees

**SECTION 1. Wage Increases** – Each maintenance employee will receive an annual contract wage increase on January 1 of each year, as well as an annual merit wage increase on each employee's anniversary date.

<b>Mechanic-A Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Step 1	\$39.13	\$40.69	\$41.91
Step 2	\$40.44	\$42.06	\$43.32
Step 3	\$41.80	\$43.47	\$44.78
Step 4	\$43.20	\$44.93	\$46.28
Step 5	\$44.65	\$46.43	\$47.83
Step 6	\$46.16	\$48.00	\$49.44
Step 7	\$49.37	\$51.35	\$52.89

<b>Mechanic-B Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Step 1	\$32.25	\$33.54	\$34.55
Step 2	\$33.05	\$34.37	\$35.40
Step 3	\$34.00	\$35.36	\$36.42
Step 4	\$34.97	\$36.37	\$37.46
Step 5	\$35.98	\$37.42	\$38.54
Step 6	\$37.02	\$38.50	\$39.66
Step 7	\$39.13	\$40.70	\$41.92

<b>Mechanic-C Wage Scale</b>			
<b>Step</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Step 1	\$26.41	\$27.47	\$28.29
Step 2	\$27.14	\$28.23	\$29.08
Step 3	\$27.90	\$29.01	\$29.88
Step 4	\$28.68	\$29.83	\$30.72
Step 5	\$29.49	\$30.67	\$31.59
Step 6	\$30.33	\$31.54	\$32.48
Step 7	\$32.12	\$33.41	\$34.41

Apprentice Wage Scale			
Step	2023	2024	2025
1 Year	\$21.88	\$22.75	\$23.43
2 Year	\$23.31	\$24.24	\$24.97
3 Year	\$26.41	\$27.47	\$28.29

Utility Wage Scale			
Step	2023	2024	2025
Step 1	\$21.76	\$22.63	\$23.31
Step 2	\$22.41	\$23.31	\$24.01
Step 3	\$23.08	\$24.00	\$24.72
Step 4	\$23.76	\$24.71	\$25.45
Step 5	\$24.47	\$25.45	\$26.21
Step 6	\$25.21	\$26.22	\$27.01
Step 7	\$26.02	\$27.06	\$27.87

Parts Clerk Wage Scale			
Step	2023	2024	2025
1 Year	\$26.02	\$27.06	\$27.87
2 Year	\$26.80	\$27.88	\$28.71
3 Year	\$27.60	\$28.70	\$29.56
4 Year	\$28.42	\$29.55	\$30.44
5 Year	\$29.27	\$30.44	\$31.35
6 Year	\$30.15	\$31.36	\$32.30
7 Year	\$31.12	\$32.36	\$33.34

On January 1 of each year, the contract wage increase shall automatically adjust by the greater of:

- A. The amount indicated in the tables above ~~as long as the minimum wage change for the state of California is implemented as indicated,~~  
or

- B. The percentage change in the Consumer Price Index for All Items measured for the Los Angeles-Riverside-Orange County area over the previous twelve (12) reported months.

**SECTION 2. No Wage Reduction** – No maintenance employee shall have their pay rate reduced as a result of the acceptance of this Agreement.

**SECTION 3. Wage Increases on Ensuing Pay Period** – All maintenance employee wage increases will take effect at the start of the next full pay period following the dates discussed above.

**SECTION 4. Premium Pay** – A Utility employee who is assigned by management to drive a vehicle requiring a Commercial Driver's License on public streets will be paid a premium of ~~\$1.75~~ **\$2.00** per hour, in addition to the employee's hourly wage rate, for the entire day during which the employee was expressly assigned to drive said vehicle in non-revenue service.

**SECTION 5. Lead Mechanic Pay** – The RTA, at its sole discretion, will select and schedule a Lead Mechanic for each early morning weekday shift and for each weekday evening "swing" shift. The Mechanic who is assigned to work as Lead Mechanic will be paid a premium of \$2.50 per hour, in addition to his or her base wage, for his or her entire shift. Lead Mechanic Pay will only apply to hours worked, not to paid leave usage.

**SECTION 6. Lead Utility Pay** – The RTA, at its sole discretion, will select and schedule a weekday Lead Utility employee. The Utility employee who is assigned to work as Lead Utility will be paid a premium of \$2.00 per hour, in addition to his or her base wage, for his or her entire shift. Lead Utility Pay will only apply to hours worked, not to paid leave usage.

**SECTION 7. Swing Shift Differential Pay** – A Mechanic who is assigned to work an evening "swing" shift that ends after 7:30 PM will be paid a differential premium of \$1.50 per hour for all hours worked during the shift. The Lead Mechanic working the swing shift will be paid both the Lead Mechanic pay and the Swing Shift Differential pay in addition to his or her base pay. Swing Shift Differential Pay will only apply to hours worked, not to paid leave usage.



**SECTION 8. Tool Allowance** – Each Mechanic A, B or C will be paid \$150 per month to serve as a tool allowance. The payment will be included on the eligible employee's first paycheck of each month.

**FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

\_\_\_\_\_  
Debbie Arnold, President

\_\_\_\_\_  
Geoff Straw, Executive Director

\_\_\_\_\_  
Jon Ansolabehere, Counsel

DATED: \_\_\_\_\_

**FOR THE TEAMSTERS LOCAL 986**

\_\_\_\_\_  
Cliff Reynolds, Area Coordinator

\_\_\_\_\_  
Alan Fields, Steward

\_\_\_\_\_  
Tracey Johnson, Steward

\_\_\_\_\_  
Laura Keele, Steward

\_\_\_\_\_  
James Stogsdill, Steward

DATED: \_\_\_\_\_



*RTA Bus Operators John, Tina, David, Rachael & Kevin*

Fiscal Year 2024/2025 Budget  
Projected Five Year Capital Budget  
May 3, 2023

***This Page Left Intentionally Blank***

# **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VISION STATEMENT, VISION ELEMENTS, MISSION STATEMENT AND STRATEGIC DIRECTION**

## **VISION**

The RTA of the future is an integral part of the “SLO lifestyle.” From the vineyards in North County, to the secluded beach towns on the North Coast, to multi-faceted communities in the South County, residents and visitors use public transportation rather than relying on their cars.

### **Vision Elements**

- Continue successful partnerships with jurisdictions, county, other public agencies, businesses and schools.
- Provide excellent, reliable, sustainable seamless service that is effective in getting residents and visitors where they want to travel.
- Secure reliable funding.
- Implement an Intelligent Transportation Systems (ITS) program to improve service quality and provide efficiencies.
- Develop a well-executed image-building campaign with a single face for public transportation.

## **MISSION**

The Mission of RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County.

## **STRATEGIC DIRECTION**

- Stabilize and grow funding.
- Continue to improve service quality: On-time performance, scheduling and routing, customer amenities on our vehicles and at our bus stops, operating procedures.
- Consolidate and streamline operations to improve efficiency and effectiveness of public transportation throughout the county.
- Include public transportation as part of the lifestyle evolution needed to confront climate change.
- Reduce Vehicle Miles Traveled.
- Embrace technological improvements that will positively impact efficiency and quality of service.

## **SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VALUES**

### **Commitment to Serve**

Provide valuable services to the public and direct our energies in strengthening our relationships with our customers and the community while maintaining responsible ethical fiscal management.

### **Leadership**

Be trustworthy, credible, confident, progressive and influential in all we do.

### **Teamwork**

Work together with trust, support and mutual cooperation and respect. Provide an environment that fosters frank and open communication. Have Fun in our daily activities and keep issues in perspective. Have pride in our accomplishments while taking on our challenges with spirit and vigor.

### **Integrity**

Promote honesty, loyalty, dignity, respect, decency, fairness, courtesy, responsibility, and character.

### **Human Development**

Provide the appropriate resources and environment for employees to be successful, motivate individuals to take initiative and to be creative in all of our efforts.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MAY 3, 2023**

**STAFF REPORT**

<b>AGENDA ITEM:</b>	<b>C-2</b>
<b>TOPIC:</b>	<b>Fiscal Year 2023-24 Operating and Capital Budget</b>
<b>PRESENTED BY:</b>	<b>Tania Arnold, Deputy Director/CFO</b>
<b>STAFF RECOMMENDATION:</b>	<b>Adopt the Fiscal Year 2023-24 Budget as Presented</b>
<b>EXEC RECOMMENDATION:</b>	<b>Bring the Fiscal Year 2023-24 Budget as Presented to the Board for Approval</b>
<b>RTAC RECOMMENDATION:</b>	<b>No quorum, comments received are at the end of the Budget (page C-2-31)</b>

**BACKGROUND/DISCUSSION:**

We appreciate the Board's support and leadership during these unprecedented times as we work to present a fiscally constrained Fiscal Year 2023-24 operating budget, and an advisory FY24-25 operating plan. In addition, we are presenting a five-year capital program.

The budget packet contains the following items:

- Our Vision and Mission statements,
- Budget Assumptions adopted by the Board at its March 1, 2023 meeting,
- Fiscally constrained FY23-24 operating and capital budgets,
- Fiscally unconstrained FY24-25 operating budget, and
- Fiscally unconstrained FY24-25 through FY27-28 capital budgets (expense only for FY25-26 through FY27-28).

It should be noted that staff continues to present separate columns in the revenue and expense tables for South County Transit (SoCo Transit), Paso Robles Express fixed-route and dial-a-ride services, as well as for the County-funded (SLOCAT) transit services. This separation is presented so that readers can easily distinguish between core RTA services and those operated under contract for our partner agencies. More succinctly, core services are defined as the intercity RTA fixed-routes (RTA Routes 9, 10, 12, 14 and 15), as well as the countywide ADA complementary paratransit services known as RTA Runabout.

We have broken each RTA core fixed-route service into weekday, Saturday and Sunday sections to better understand the financial commitment necessary to operate these

distinct services should service reductions become necessary due to funding or other constraints.

Please note: the budget presentation assumes operation of the same core levels of service miles and hours for fixed-route services that were assumed and adopted as part of the FY22-23 budget. In accordance with the adopted RTA Strategic Business Plan (SBP), the RTA will make consistent efforts to explore new service and service delivery options as well as work with regional efficiencies in the delivery of transportation to the jurisdictions.

As noted during the presentation of the budget assumptions report at the March 1<sup>st</sup> RTA Board meeting, below are the key issues staff is working to address in the FY23-24 budget plan:

### KEY ISSUES

1. Address the uncertainties the agency currently faces, which includes addressing COVID-19 impacts as an endemic rather than a full-blown pandemic. Impacts include:
  - a. Liability costs, which stabilized due to the RTA's good safety record, but the market continues to be extremely volatile.

In March 2023, staff was pleased to learn that workers compensation insurance provided by PRISM (Public Risk Innovation Solutions Management, previously known as CSAC Excess Insurance Authority) is projected to be in line with prior years projections, not incurring the significant increases the agency had faced which is of note, especially in times of increasing wages. The premiums continue to be predictable and provide a welcome relief – especially with the realization that worker's compensation across all employment sectors, including for transit services, is especially challenging statewide as loss development trends for the state are not favorable.

In late March 2023 we also received estimated premium for our general liability and vehicle physical damage insurance policies. The annual premium cost for these two insurance policies will have an increase less than what was projected during the FY22-23 budget process as a result of staff's continual work with our employee committee that has evaluated workplace safety and has initiated a proactive program to reduce the number and severity of claims.

Property insurance has increased due to fully insuring the new Bus Maintenance Facility and the addition of flood insurance because the facility is federally funded and located in a hundred year floodplain.



- b. Continuing to focus on containment of Runabout subsidies, especially as ridership continues to increase as we emerge from the pandemic.

Runabout hours and miles are assumed to increase as we gradually approach the pre-pandemic July 2019 to February 2020 ridership trends. Staff will continue to monitor the Runabout service, including the premium fare charged to Tri-Counties Regional Center that started in January 2018 and resumption of the in-person functional assessments as part of the certification and recertification process. Should service demands change significantly during the fiscal year, a budget amendment will be presented to the Board for consideration, which may include options such as taxicab service as noted in the budget assumptions.

- c. Address staffing and retention, particularly in the Bus Operator classification.

The RTA completed a Diversity, Equity and Inclusion review in December 2020 with the final report presented to the Board in May 2021. In person training was conducted in May 2022 regarding a new program called *Diversity, Equity, Inclusion and Belonging: Why it Matters*. Additionally, in the fall of 2022 staff completed an eLearning training on *Implicit Bias*. The DEI engagement program will continue in FY23-24 with additional eLearning courses for all staff to ensure all staff are engaged in ensuring equitable treatment for each employee.

The new and relatively low-cost paid family leave program implemented in July 2022 continues to bring positive feedback from staff. It brings the RTA leave program more in line with the leave provided by many private employers who participate in the state disability insurance (CA SDI) program.

- 2. Continue efforts to implement Zero-Emission Bus technologies, including implementing our first two battery-electric buses due for delivery in late-fall/early-winter and the recent completion of our recharging infrastructure.

Included in the capital program for FY23-24 is the replacement of two diesel-powered buses purchased in 2008, with zero-emission battery-electric buses ordered in FY22-23. The cost of just two buses is more than \$2 million.

Of note is the significant financial resources required for vehicle replacements, which is based on like-kind (diesel-powered) replacement, with the exception of the two battery-electric buses (BEBs) that will be delivered in FY23-24. As the RTA continues to transition to BEBs, these amounts will increase significantly. For example, the RTA was awarded an FTA Section 5339(b) grant for the replacement of five diesel vehicles with BEBs (and six for SLO Transit). Those five vehicles are still identified in the FY25-26 and FY26-27 capital budget at the

original projected replacement cost (\$671,000 as of March 2023 for each diesel-powered buses). When the full funding plan, including identifying a local match, is developed, staff will bring the plan to the Board for consideration.

3. State Transit Assistance (STA) funds are projected to be flat compared to the original current fiscal year allocation. As a reminder, starting in FY17-18 the funding to the region was significantly increased due to the Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds, which include augmented STA funds and State of Good Repair funds.

With the additional STA funds made available through the SB-1 augmentation, the RTA has been able to leverage STA as the local match on more capital projects, keeping other local funding available for operations.

Staff continues to apply for the competitive funds from SLOCOG under the State of Good Repair program added with SB-1, and the RTA has applied for funding toward the replacement of five diesel vehicles with zero-emission vehicles.

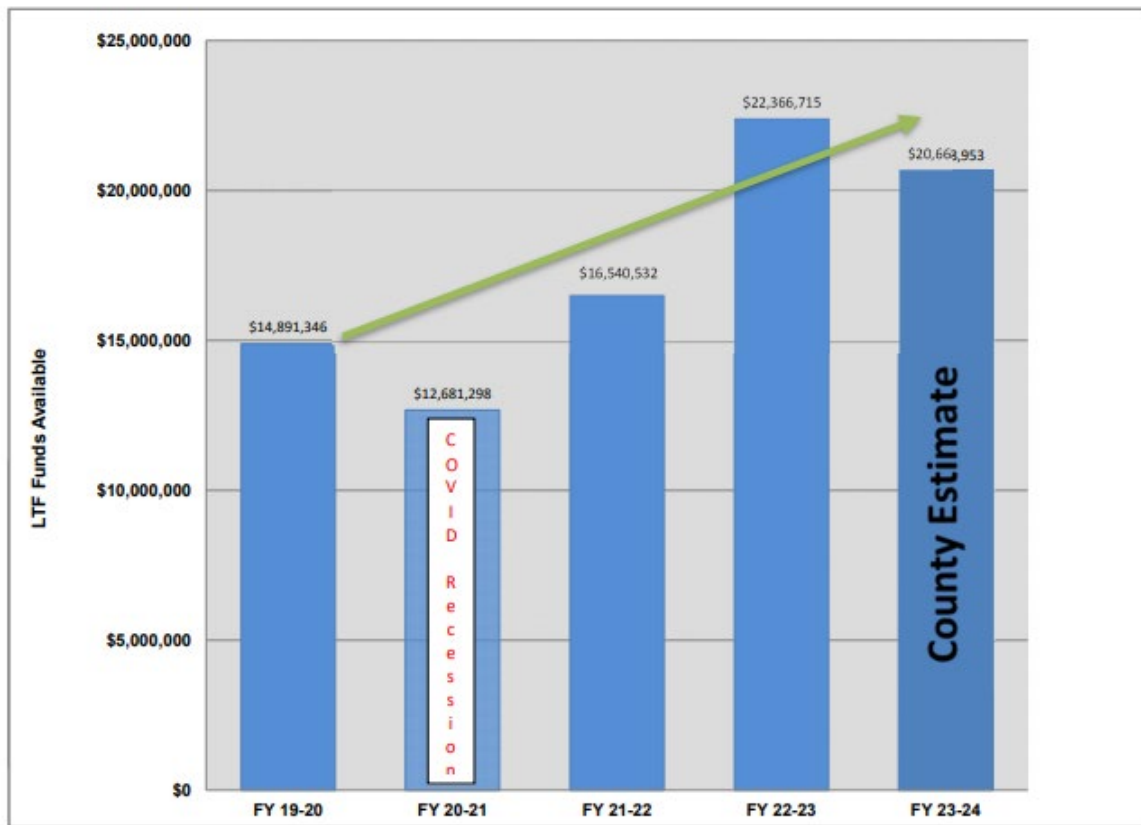
4. Local Transportation Funds (LTF) used primarily for operating purposes are projected to be flat in the region but the RTA will continue to maximize all other funding sources before determining the need for LTF.

Staff acknowledges since the adoption of the budget assumptions, the LTF to the region has been adjusted. As per the April 5, 2023 SLOCOG agenda item B-2 which discusses the LTF coming into the region:

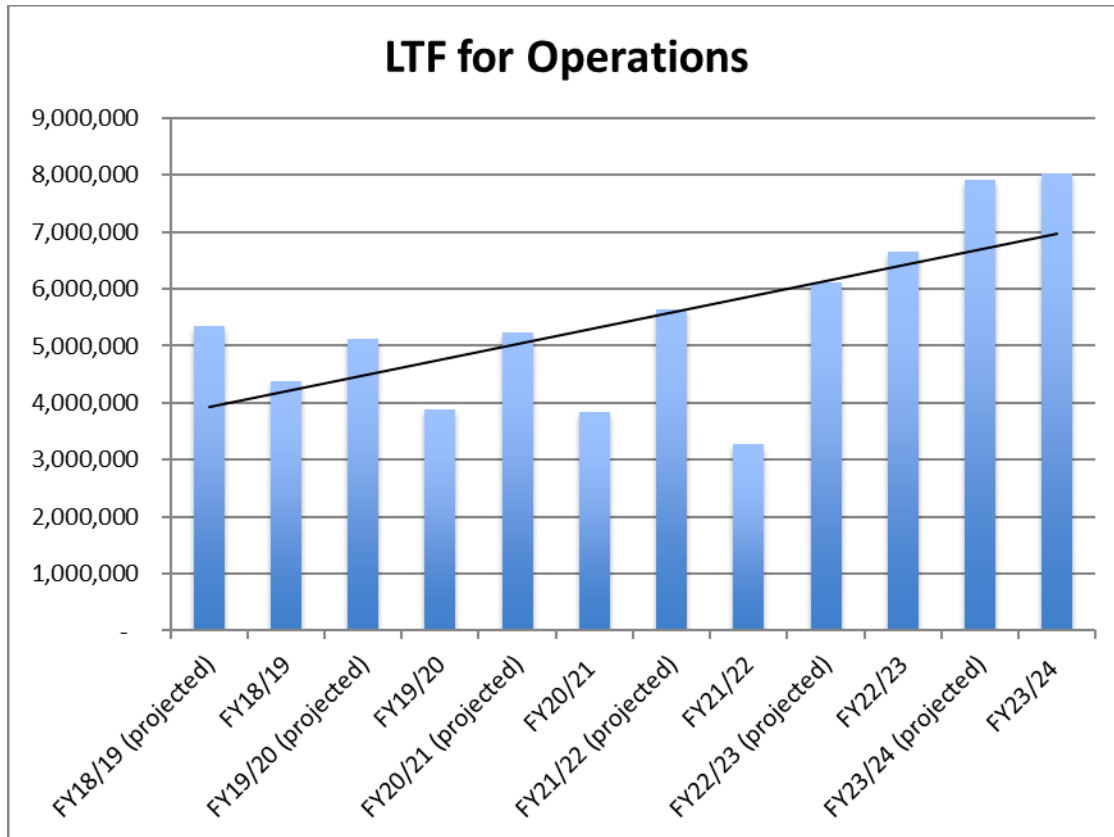
**“2023/24 Local Transportation Fund (LTF) - \$20,668,953** (7.6% decrease in LTF available for distribution)

The County Auditor’s estimated cash balance at June 30, 2023 is \$2,915,922, 47% below FY 22/23. The decrease in opening cash balance is primarily due to a high beginning cash balance in FY 22/23, which was allocated in that year. This figure is difficult to predict. The estimate shows expected revenue deposits equaling \$17,753,031 (inclusive of interest income) for a total of \$20,668,953. The figure below depicts the trend in LTF Distribution:

**Historical LTF Allocations**  
*(Allocations based on estimated receipts + opening cash balance)*



The proposed RTA budget includes LTF of \$8,028,140 for operations and \$472,140 for capital (total of \$8,500,280 prior to the Rural Transit Fund Exchange), which is an increase from the amount included as an advisory FY23-24 total LTF projection of \$8,061,760 which was presented at the May 2022 Board meeting. Staff does also anticipate a decrease once the Rural Transit Fund programing for the higher than anticipated amount is completed and to be in line with the LTF included with prior projections. This is a significant increase from FY20-21 and FY21-22, but is more in line with the projected LTF included in prior year budgets as indicated in the chart below. This increase is in large part due to the increase in funding provided by the “Coronavirus Aid, Relief, and Economic Security Act” (CARES Act), which was a \$2 trillion emergency funding package designed to blunt the worst and most immediate impacts of the COVID-19 pandemic, allowing for a reduced LTF amount in FY20-21 and a carryover to FY21-22.



The capital budget includes LTF in accordance with the requirements outlined in the TIFIA loan agreement approved by the Board in September 2020.

5. Federal Transit Administration formula funds (Sections 5307, 5339 and 5311) for Federal Fiscal Year 2023 are higher than in recent years, which may help reduce the need for LTF by all transit operators in the county. The adjustment for the higher funding would occur after the transit operators meet with SLOCOG to revise the funding allocations to each operator.
6. Fuel costs continue to be volatile and significantly higher than prior years; this also impacts ridership and fare revenues.

Due to the current global uncertainty, fuel prices have continued to swing wildly especially in the last few months. Staff has tried to budget fuel somewhat conservatively and believes the \$5.10 included in the March 2023 budget assumptions be in line with current market conditions. This resulted in an annual increase of \$132,280. If the projections need to be adjusted, staff will bring a budget amendment to the Board for consideration. It should be noted that diesel-powered buses manufactured after 2009 also require the use of Diesel Exhaust Fluid (DEF) to meet emissions requirements. DEF costs more than diesel fuel, and it is used at a roughly 5% ratio DEF to diesel; its use is included in the fuel line item.

7. Delay in the procurement of Joint Short Range Transit Plan consultant services to align with the City of San Luis Obispo's on-going Transit Innovations Study. City staff has advised us that their study is scheduled to be completed in June 2023, so we will presume we can begin the procurement process in mid-summer 2023.

### **Revised Expenses Assumptions**

The overall Administration Expense for RTA core services is up by approximately 5% compared to FY22-23. Two main factors are associated with this increase. As previously noted, the addition of flood insurance has impacted the property insurance line item. Additionally, the operating expense line item has increased with the larger than anticipated electricity bills for the facility. Professional technical services has decreased due the multi-year agreement that was included in FY22/23 budget for the renewal for the Intelligent Transportation Systems (ITS) in May 2023. The ITS includes GPS-based automatic vehicle location, next-bus information, automated boarding/alighting data, and related high-technology solutions. Marketing and Reproduction has decreased due to surveys being conducted by the consultant as part of the short range transit plan instead of by RTA hired temporary support.

The proposed Service Delivery cost is up by roughly 7.3% from what was identified in the FY23-24 budget. The primary reason for this increase are associated with the increase in wages as assumed for the upcoming Collective Bargaining Agreement that covers Bus Operators, Mechanics, Parks Clerk and Utility employees, rising fuel prices, and the significant increase in cost of parts/supplies/materials for maintain the vehicles.

### **Capital and Planning Program**

The focus of our capital program will be to secure vehicle replacements for vehicles that have reached their useful life. We have also programmed the following capital projects:

- \$46,500 for specialized maintenance equipment to improve efficiencies;
- Vehicle camera system updates;
- Bus stop improvements;
- Engine replacements for the Gillig vehicles purchased in 2015; and
- Miscellaneous computer equipment, including regular computer and copier replacements. Additionally, updating the back-end redundancy structure.

It should be noted that a portion of the FY22-23 capital funds for fully funded projects, such as the vehicles that have been delayed and bus stop improvements, is not carried over to the proposed FY23-24 budget. This will happen with a budget amendment after the FY23-24 has started, and the carryover will have no new financial impact to local jurisdictions because the funding has been previously secured.

Also included is a projected five-year capital improvement program as part of the budget plan. While only the first year is financially constrained, the projects identified in the ensuing four years provide a snapshot of future capital needs and potential cost levels. It should be noted that staff has only identified replacement projects and easily

identifiable on-going projects (i.e., computer needs and bus stop improvements) in the capital improvement program. No expansion vehicles are included in the base budget.

**Conclusion**

Fiscal Year 2023-24 will be a particularly challenging year. We look forward to working with our customers, the Board and other stakeholders in providing stability and the highest quality of transportation services to residents of and visitors to our community. We believe that this budget reflects the path set by your Board in previous years and, although we would like to do more, we believe that this budget provides the optimum levels of service within the confines of existing limited resources.

**Staff Recommendation for Executive Committee:**

Recommend staff provide the FY23-24 budget to the Board for approval at the May 3<sup>rd</sup> Board meeting.

**Staff Recommendation for RTAC:**

Recommend staff provide the FY23-24 budget to the Board for approval at the May 3<sup>rd</sup> Board meeting.

**Staff Recommendation for the Board:**

Recommend that the Board adopt the FY23-24 budget as presented.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**MARCH 1, 2023**

**STAFF REPORT**

**RTA Board  
Approved  
March 1, 2023**

**AGENDA ITEM:** C-1

**TOPIC:** Fiscal Year 2023-24 Budget Assumptions

**ACTION:** Approve FY23-24 Budget Assumptions

**PRESENTED BY:** Tania Arnold, Deputy Director/CFO

**STAFF RECOMMENDATION:** Adopt the budget assumptions and budget calendar so that a detailed work plan and budget may be developed

**EXECUTIVE COMMITTEE  
RECOMMENDATION:** Bring the budget assumptions and budget calendar to the Board so that a detailed work plan and budget may be developed

**BACKGROUND/DISCUSSION:**

The following report outlines staff's recommended budget assumptions for the RTA's Fiscal Year 2023-24 Operating and Capital Budget, and it is the first step in the development of our operating budget and capital program. It should be noted that the RTA is again developing a two-year operating budget and five-year capital budget. As in past years, only the first year would be financially-constrained, while the out-years should be considered advisory. The budget assumptions were presented to the RTA Executive Committee for review and their recommendation to the RTA Board at its March 1<sup>st</sup> meeting. Upon the Board's guidance and approval, staff will prepare a detailed report along with preliminary budget numbers for presentation to the Executive Committee at their April 12<sup>th</sup> meeting prior to the final draft budget presentation to the full Board on May 3<sup>rd</sup>.

**KEY ISSUES**

1. Address the uncertainties the agency currently faces, which includes addressing COVID-19 impacts as an endemic rather than a full-blown pandemic. Impacts of these uncertainties include:
  - a. Liability costs, which stabilized due to the RTA's good safety record, but the market continues to be extremely volatile.
  - b. Continuing to focus on containment of Runabout subsidies, especially as ridership continues to increase as we emerge from the pandemic.

- c. Address staffing and retention, particularly in the Bus Operator classification.
  2. Continue efforts to implement Zero-Emission Bus technologies, including implementing our first two battery-electric buses due for delivery in late-summer/early-fall and start-up of recharging infrastructure.
  3. State Transit Assistance (STA) funds are projected to be flat compared to the original current fiscal year allocation. As a reminder, starting in FY17-18 the funding to the region was significantly increased due to the Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds, which include augmented STA funds and State of Good Repair funds.
  4. Local Transportation Funds (LTF) used primarily for operating purposes are projected to be flat in the region but the RTA will continue to maximize all other funding sources before determining the need for LTF.
  5. Federal Transit Administration formula funds (Sections 5307, 5339 and 5311) for Federal Fiscal Year 2023 are higher than in recent years, which may help reduce the need for LTF by all transit operators in the county. The adjustment for the higher funding would occur after the transit operators meet with SLOCOG to revised the funding allocations to each operator.
  6. Fuel costs continue to be volatile and significantly higher than prior years; this also impacts ridership and fare revenues.
  7. Delay in the procurement of Joint Short Range Transit Plan consultant services to align with the City of San Luis Obispo's on-going Transit Innovations Study. City staff has advised us that their study is scheduled to be completed in June 2023, so we will presume we can begin the procurement process in mid-summer 2023.
- 

### **Mission Statement**

As a reminder, the Mission of the RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens of and visitors to San Luis Obispo County.



## Objectives and Revenue Impacts

- 1) Maintain, and incrementally increase, service levels and hours of service back to pre-pandemic levels that meet the standards of productivity and demand of our customers and communities through the effective and efficient delivery of RTA Fixed-Route and Runabout core<sup>i</sup> services:
  - a) The RTA originally received \$755,890 for RTA core services in STA funding in FY22-23. This amount was increased and included in amendment #1 by \$214,330 in November 2022. Staff will work with SLOCOG staff to determine a realistic estimate for FY23-24, but to be conservative we assume we will be starting with the original amount.
  - b) Continue to monitor the results and impacts on ridership and fares based on the overall regular fare structure. The last system-wide fare change was implemented in December 31, 2017, both on RTA Fixed-Route and on the Runabout service, which included the establishment of a Runabout premium service fare.
  - c) The FY22-23 budget adopted in May 2022 included \$5,851,060 in LTF operating revenues. At the May 2022 Board meeting, the advisory FY23-24 LTF projection was \$7,096,330, which was revised during FY22-23 down to \$6,882,000. Staff is still developing estimated annual FY22-23 expenses, which impacts the carryover amount that could reasonably be identified for the FY23-24 budget.
  - d) Federal Transit Administration (FTA) Sections 5307, 5311 and 5339 operating funding and capital funding for FY23-24 will be presented in the same format as the projection included in the May 2022 presentation. Once adjustments have been made to each operator based on the higher than expected apportionments, staff will provide the Board with a budget amendment. Monies for FTA-funded projects are reimbursed either as progress payments or as full payment at the end of the project and/or fiscal year, which requires focused care by staff to ensure adequate cash flow.
  - e) Detailed miles/hours and span of service for each RTA core Fixed-Route and for Runabout will be provided with the draft budget. For context, detailed budgets based on miles/hours and span of service will also be provided separately for SLO County Services, South County Transit, and North County Local Services.
  - f) Productivity of each RTA-operated Fixed-Route service during holiday time periods will be presented to the Board as part of the draft budget, specifically associated with the service provided during the weeks of Thanksgiving, Christmas and New Years to determine if service levels should remain at a reduced level similar to 2021 and 2022.
  - g) Staff will continue to research and evaluate new revenue sources should any potential shortfall in operating revenues arise. If we are unable to secure funding,

staff would recommend that the Board consider adjusting the TDA allocation from the RTA jurisdictions and/or adjust service levels.

- h) Due to changes in self-insured retention requirements, and now that consolidation has been completed, staff is reviewing and will provide recommendations regarding the RTA reserve policy during FY22-23.
- 2) Work with SLOCOG and our transit agency partners in the region to evaluate region-wide service efficiencies:
- a) Transit agencies across the country have been highly impacted by the COVID-19 pandemic, which continues to impact ridership and farebox revenues. As a result, the State of California has suspended farebox recovery ratio requirements through the end of FY22-23. Although the Governor is expected to propose adjustments that will impact transit as part of FY23-24 budget, the pending end of the requirement suspension is a major concern.
  - b) The RTA will work with SLOCOG staff and other transit providers to evaluate efficiencies in the provision of service throughout the county through both the SLOCOG Social Services Transportation Advisory Committee and through the RTA's Regional Transit Advisory Committee.
  - c) Staff will use the *2018-20 RTA Strategic Business Plan* as well as the *2016 Short Range Transit Plan* to evaluate potential efficiencies and, with Board concurrence, implement efficiencies as appropriate. Additionally, the RTA will work with our transit agency partners to kick off a Short Range Transit Plan study to update the 2016 plan as well as address the zero-emission bus requirements of the Innovative Clean Transit (ICT) Rollout Plan (scheduled for adoption at the March 2023 Board meeting).
- 3) Evaluate options and provide analysis on the 5-year capital improvement program and methods to fund these needs:
- a) Staff will continue to work with SLOCOG to prioritize capital projects using the State of Good Repair STA portion of SB-1 funds. These SB-1 funds are an important source of revenues for the RTA and the other transit operators in our region. It directly impacts the RTA's need for LTF to fund operations and the local match for capital projects by reducing local match needed for federal funds, and interest when financing for capital projects is needed.
  - b) Other potential capital funds intended to support our transition to zero-emission buses include AB617 Clean Air Program, Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), Volkswagen Mitigation Funds, and Low Carbon Transit Operating Program (LCTOP). Staff will continue to leverage all grant funds to the greatest extent possible.

4) Address projected changes in demand for Runabout service:

- a) Runabout service hours and miles are still lower than were originally projected for FY22-23, and staff is closely monitoring service needs to determine when service will return to pre-pandemic levels. Staff will seek the Board's direction as demand is anticipated to increase over time.
- b) Staff suspended in-person Runabout service eligibility assessments during the pandemic. Staff has started re-instituting this program to ensure that only those persons truly eligible for Runabout service are initially registered or re-registered as part of the Runabout application process. Staff will also provide mobility training for disabled persons who are able to occasionally use Fixed-Route services for some or all of their travel needs.
- c) Staff does not foresee needing to move forward with using supplemental taxicab services at this time, but should future Runabout service expansions be required or if staffing shortages persist, staff will revisit this option.

**Expenses Impacts**

- 1) Fuel prices continue to be extremely volatile; diesel fuel will be budgeted at \$5.10 per gallon. Included in the Fuel line-item will be diesel exhaust fluid (DEF), used to lower diesel exhaust emissions on the newer Fixed-Route vehicles. Should prices increase or decrease staff will address the change in a budget amendment.

2) Insurance Expenses:

- a) CalTIP liability insurance premiums are projected to increase. The exact amount is not known at this time, as CalTIP actuaries are still working on May 1, 2023 through April 30, 2024 rates. Estimates will be available from CalTIP in time to include in the RTA draft budget presented to the Executive Committee at its April 2023 meeting. Although the number of RTA losses based on mileage has been lower than the statewide pool average, the RTA did experience large claims in February 2019 and January 2021 which impact current and future premiums. The pool had experienced significant negative claims development several years ago but those have stabilized due to efforts of all the member agencies to ensure the stability of the pool and ensure equity in costing among all members. This included a recent actuarial study on the formulas used in applying and calculating each agency's experience modification factor. More importantly, the California liability market continues to contract, which also increases per-mile costs.
- b) CalTIP vehicle physical damage will increase due to the added asset value of newer vehicles in the fleet and the recent property damage seen in the market, namely due to the recent flooding.
- c) Our annual Employment Risk Management Authority premium is estimated at \$47,000, with a \$50,000 self-insured retention. This self-insured retention does

not currently have a reserve in place to cover it should a loss develop. As noted previously, staff is reviewing and will provide recommendations regarding the RTA reserve policy in FY22-23.

- d) Workers compensation premiums charged by our carrier (Public Risk Innovation, Solutions, and Management, or PRISM) are projected to increase, with the realization that workers compensation for transit services is especially challenging statewide as loss development trends in the state are not favorable. Based on estimates provided in November 2022 from PRISM, the estimate is more than the projection include in May 2022 for FY23-24 by about 6%. Staff will obtain a more refined estimate in early February and again in late March. We continue to work with our employee Safety Committee that evaluates workplace safety and initiates proactive programs to address the number of claims and severity of the claims. Although premiums are expected to rise, a significant portion of that increase is attributable to the increase in wages identified in the collective bargaining agreement.
- e) Property insurance will increase due to now owning the facility at 253 Elks Lane and due to the significant losses in the property insurance market, most recently the wildfires in California. Additionally, the building is required to have flood insurance because it is federally funded.
- f) For budget-making purposes, staff is assuming an 8% annual increase for healthcare costs for each of the next two fiscal years. Staff believes that this estimate is reasonable based on historical price increases. This will include the paid family leave program that was implemented in July 2022, which brought the leave benefits closer to those offered under the state disability insurance program. Staff is also looking at options to bring the RTA's participation in a self-funded plan in line with the California Department of Managed Health Care (DMHC) requirement for non-self-funded plans to remove exclusions of coverage based on gender identity or gender expression.

### 3) Staffing Expenses:

- a) The previous 4-year Collective Bargaining Agreement (CBA) expired on December 31, 2021, and a one year extension was negotiated through December 31, 2022. Staff fully understands the fiscal impacts that the pandemic has had on our agency and its member jurisdictions, and we continue to seek the Union's assistance in helping us emerge in a fiscally responsible manner.
- b) The number of FY23-24 budgeted full-time equivalent (FTE) positions will remain the same as in FY22-23. Should adjustments to the FTE count need to be revised, staff will bring that proposal to the Board along with any new or revised job descriptions, if applicable.

- c) For FY23-24, the overall number of budgeted positions for the non-core services (North County, SoCo Transit, and SLO County services) will remain the same. It should be noted that the marginal costs and revenues the services will be treated in the budget the same way as prior years: as separate and distinct columns in the budget tables.
- d) An annual inflationary wage adjustment based on the December 2021 to December 2022 Consumer Price Index (CPI) of 4.9% will be implemented in July 2023. The Operations Supervisor classification CPI increase adjustment would be implemented in January 2024, to coincide with Bus Operator wage scale adjustments. Employees within the salary range for their position will be eligible for a step merit increase subject to performance assessments and budgetary authority.
- e) The RTA Board of Directors took action at its November 2, 2022 meeting to implement the increase in contribution percentage of 2.38% for the retirement plan with San Luis Obispo County Pension Trust (SLOCPT) in July 2023 rather than January 2023. Traditionally and in line with how the County treated increases for unrepresented employees in June 2022 for FY22-23 and FY23-24, the RTA will assume the 2.38% pickup. This is related to management, administration and confidential employees, and does not include the employees who are covered by the CBA with Teamsters Local 986.

### **Proposed Budget Calendar**

February 8	Detailed budget assumptions and revenue forecasts presented to Executive Committee
March 1	Provide mid-year FY22-23 Budget data to Board and present budget amendment (if needed). Obtain Board concurrence on proposed draft budget assumptions.
March 31	Based on feedback from the Board, Executive Committee and RTAC, develop FY23-24 Budget
April 12	Present draft FY23-24 Budget and final budget amendment for FY22-23 to Executive Committee (if needed)
April 20	Present final draft FY23-24 Budget and final budget amendment for FY22-23 to RTAC (if needed)
May 3	Final Board Budget presentation; Board adoption of FY23-24 Budget

**Staff Recommendation for the Board:**

Approve the budget assumptions and budget calendar so that a detailed work plan and budget may be developed.

---

<sup>i</sup> Core services are defined as:

1. Hourly weekday services on RTA Routes 9, 10 and 12;
2. Five trips/day on Saturdays for Routes 9, 10, 12, and Monday-Saturday on Route 15;
3. Three trips/day on Sundays for Routes 9, 10, 12 and 15;
4. Peak period weekday service on Route 14 during open session of Cuesta College;
5. Peak period commuter Express services on Routes 9, 10 and 12; and
6. Runabout service that matches the fixed-route service days operated in each community.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
PROPOSED OPERATING REVENUE BUDGET FOR 2023/2024

		2021/2022 Combined Actual	2022/2023 Amendment #1 RTA Core Budget	2022/2023 Amendment #1 SoCo Transit Budget	2022/2023 Amendment #1 SLOCAT Budget	2022/2023 Amendment #1 North County Budget	2023/24 Proposed RTA Core Budget	2023/24 Proposed SoCo Transit Budget	2023/24 Proposed SLOCAT Budget	2023/24 Proposed North County Budget	2024/25 Projected RTA Core Budget	2024/25 Projected SoCo Transit Budget	2024/25 Projected SLOCAT Budget	2024/25 Projected North County Budget
FUNDING SOURCES:														
GENERAL RESERVES		6,784,140	2,537,280	360,640	133,450	194,810	2,282,200	393,279	189,530	243,150	2,267,680	357,660	156,770	215,740
1.	ESTIMATED FUND BALANCE	6,784,140	2,537,280	360,640	133,450	194,810	2,282,200	393,279	189,530	243,150	2,267,680	357,660	156,770	215,740
2.														
LESS REQUIRED RESERVES FOR FISCAL YEAR														
CASH FLOW REQUIREMENTS PER TDA		3,055,911	2,067,870	352,950	147,440	202,870	2,267,680	357,660	156,770	215,740	2,400,670	407,970	164,490	228,200
OFFSET RESERVE TO CARRYOVER TO FUTURE FISCAL YEARS		663,050	214,330	40,329	42,090	40,280								
TOTAL		3,718,961	2,282,200	393,279	189,530	243,150	2,267,680	357,660	156,770	215,740	2,400,670	407,970	164,490	228,200
3.														
FUND BALANCE AVAILABLE		3,065,179	255,080	(32,639)	(56,080)	(48,340)	14,520	35,619	32,760	27,410	(132,990)	(50,310)	(7,720)	(12,460)
NON TDA SOURCES														
FARES		886,229	800,000	90,000	14,500	111,500	681,720	139,530	20,170	123,230	715,810	146,510	21,180	129,390
SoCo TRANSIT MANAGEMENT CONTRACT		114,160	126,430	-	-	-	133,360	-	-	-	143,140	-	-	-
COUNTY MANAGEMENT CONTRACT		98,390	108,970	-	-	-	114,950	-	-	-	123,380	-	-	-
NORTH COUNTY MANAGEMENT CONTRACT		47,740	52,870	-	-	-	55,770	-	-	-	59,860	-	-	-
INTEREST		16,534	22,750	-	-	-	39,360	-	-	-	39,400	-	-	-
STATE TRANSIT ASSISTANCE (STA) INCLUDING SB1		915,135	750,910	315,720	298,890	213,650	106,180	399,330	402,090	204,310	644,670	481,550	412,960	295,820
RURAL TRANSIT FUND (Administration)		30,000	30,000	-	-	-	30,000	-	-	-	30,000	-	-	-
RURAL TRANSIT FUND (Operating Funds)		313,600	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		621,300	652,400	-	-	-	672,000	-	-	-	712,970	-	-	-
FTA (Section 5307) - San Luis Obispo CARES/ARPA		238,734	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5311) - Operating		586,252	762,130	-	-	-	777,370	-	-	-	792,910	-	-	-
FTA (Section 5311) - Operating CARES/CRRSAA/ARPA		1,549,904	-	-	-	-	635,900	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-N. County) - Operating		1,300,455	1,057,000	-	-	303,500	1,107,400	-	-	319,000	1,139,120	-	-	328,570
FTA (Section 5307-N. County) - Operating CARES/ARP/		687,784	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-SM) - Operating		-	-	-	-	-	255,090	-	-	-	270,440	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - S. County Operating		1,229,000	630,000	609,850	23,870	-	647,400	619,330	33,670	-	665,320	637,000	35,590	-
FTA (Section 5307) - S. County Operating CARES/ARPA		324,230	-	-	-	-	-	-	-	-	-	-	-	-
CUESTA CONTRIBUTION FOR ROUTE 12 AND 14		82,310	106,680	-	-	-	115,240	-	-	-	122,410	-	-	-
CUESTA CONTRIBUTION NORTH COUNTY		40,580	-	-	-	40,580	-	-	-	40,580	-	-	-	40,580
SPECIAL EVENTS REVENUE/OTHER		306,204	-	363,570	-	-	-	422,570	-	-	-	325,000	-	-
4.														
SUB TOTAL		9,388,541	5,100,140	1,379,140	337,260	669,230	5,371,740	1,580,760	455,930	687,120	5,459,430	1,590,060	469,730	794,360
5.														
TOTAL FUND BALANCE & NON TDA FUNDING		12,453,721	5,355,220	1,346,501	281,180	620,890	5,386,260	1,616,379	488,690	714,530	5,326,440	1,539,750	462,010	781,900
TDA REQUIRED														
CITY OF ARROYO GRANDE		206,977	349,296	317,418	-	-	436,220	281,299	-	-	430,915	362,577	-	-
CITY OF ATASCADERO		244,101	593,587	-	-	-	726,795	-	-	-	732,290	-	-	-
CITY OF GROVER BEACH		154,632	260,960	237,372	-	-	302,998	195,390	-	-	321,938	251,845	-	-
CITY OF MORRO BAY		82,739	201,200	-	-	-	249,562	-	-	-	248,214	-	-	-
CITY OF PASO ROBLES		503,143	616,575	-	-	508,470	743,391	-	-	486,180	760,649	-	-	484,280
CITY OF PISMO BEACH		95,244	160,735	146,603	-	-	190,307	122,721	-	-	198,293	158,179	-	-
CITY OF SAN LUIS OBISPO		489,517	1,190,374	-	-	-	1,445,058	-	-	-	1,468,526	-	-	-
COUNTY OF SAN LUIS OBISPO		1,719,995	3,240,463	137,436	448,190	-	3,933,769	113,341	290,230	-	3,997,655	146,089	358,000	-
TDA REQUIREMENTS BEFORE 5311 EXCHANGE		3,496,349	6,613,190	838,829	448,190	508,470	8,028,100	712,751	290,230	486,180	8,158,480	918,690	358,000	484,280
LESS: RURAL TRANSIT FUND/5311 EXCHANGE		(586,250)	(762,130)	-	-	-	(1,413,270)	-	-	-	(792,910)	-	-	-
6.														
NET TDA REQUIREMENTS		2,910,099	5,851,060	838,829	448,190	508,470	6,614,830	712,751	290,230	486,180	7,365,570	918,690	358,000	484,280
7.														
TOTAL FUNDING SOURCES		15,363,820	11,206,280	2,185,330	729,370	1,129,360	12,001,090	2,329,130	778,920	1,200,710	12,692,010	2,458,440	820,010	1,266,180
8.														
FUNDING USES:														
ADMINISTRATION		1,998,566	1,725,850	165,740	7,500	98,050	1,822,380	173,260	7,500	102,220	1,932,450	180,420	7,790	106,700
PERS BUYOUT		178,308	178,310	-	-	-	178,310	-	-	-	178,310	-	-	-
BUILDING DECOMMISSIONING		1,950,000	-	-	-	-	-	-	-	-	-	-	-	-
MANAGEMENT CONTRACTS		260,290	-	126,430	108,970	52,870	-	133,360	114,950	55,770	-	143,140	123,380	59,860
SERVICE DELIVERY		10,976,655	9,178,170	1,865,350	604,250	963,550	9,867,670	1,992,740	647,230	1,026,780	10,440,910	2,103,400	679,120	1,082,760
CONTINGENCY		-	123,950	27,810	8,650	14,890	132,730	29,770	9,240	15,940	140,340	31,480	9,720	16,860
9.														
TOTAL FUNDING USES		15,363,820	11,206,280	2,185,330	729,370	1,129,360	12,001,090	2,329,130	778,920	1,200,710	12,692,010	2,458,440	820,010	1,266,180

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
PROPOSED CAPITAL AND PLANNING REVENUE BUDGET FOR 2023/2024

		2021/2022 Combined Actual Capital Budget	2022/2023 Amendment #1 RTA Core Capital Budget	2022/2023 Amendment #1 SoCo Transit Capital Budget	2022/2023 Adopted SLOCAT Capital Budget	2022/2023 Adopted North County Capital Budget	2023/24 Projected RTA Capital Budget	2023/24 Projected SoCo Transit Capital Budget	2023/24 Projected SLOCAT Capital Budget	2023/24 Projected North County Capital Budget	2024/25 Projected RTA Core Capital Budget	2024/25 Projected SoCo Transit Capital Budget	2024/25 Projected SLOCAT Capital Budget	2024/25 Projected North County Capital Budget
FUNDING SOURCES:														
BEGINNING CAPITAL PROJECTS RESERVE		1,201,690	733,600	348,070	119,330	4,680	490,470	158,730	38,190	4,680	663,950	135,080	38,190	10,420
1.	ESTIMATED FUND BALANCE	1,201,690	733,600	348,070	119,330	4,680	490,470	158,730	38,190	4,680	663,950	135,080	38,190	10,420
2.		LESS REQUIRED RESERVES FOR FISCAL YEAR												
CAPITAL PROJECTS RESERVE		1,220,570	490,470	158,730	38,190	4,680	663,950	135,080	38,190	10,420	663,950	106,290	33,660	10,420
TOTAL		1,220,570	490,470	158,730	38,190	4,680	663,950	135,080	38,190	10,420	663,950	106,290	33,660	10,420
3.		(18,880)	243,130	189,340	81,140	-	(173,480)	23,650	-	(5,740)	-	28,790	4,530	-
NON TDA SOURCES														
STATE TRANSIT ASSISTANCE (STA) WITH SB1 AUGMENTATION		554,691	219,310	58,340	-	43,830	730,090	82,220	10,870	136,180	191,600	-	-	44,670
LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)		-	244,700	-	-	-	246,010	-	-	-	-	-	-	-
STA SB1 STATE OF GOOD REPAIR		-	706,440	-	-	-	448,610	-	-	-	-	-	-	-
PROPOSITION 1B FUNDING - BUS REPLACEMENT & BUS MAINTENANCE FACILITY		185,438	14,900	-	-	-	-	-	-	-	-	-	-	-
RURAL TRANSIT FUND (Capital)		-	565,000	-	-	-	-	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307) - San Luis Obispo		-	167,430	-	-	-	710,660	-	-	-	215,770	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5339) - Bus and Bus Facilities		1,617,036	300,000	49,630	324,560	-	112,590	-	-	-	-	-	-	-
FEDERAL TRANSIT ADM (FTA) (Section 5307-North County)		12,465	271,050	-	-	-	762,460	-	-	-	293,270	-	-	117,000
FEDERAL TRANSIT ADM (FTA) (Section 5307-South County)		255,823	1,449,550	474,360	-	-	637,170	137,660	-	-	215,770	-	-	-
4.		SUB TOTAL	3,413,108	3,938,380	582,330	43,830	3,647,590	219,880	10,870	136,180	916,410	-	-	161,670
5.		TOTAL FUND BALANCE & NON TDA FUNDING	3,394,228	4,181,510	771,670	405,700	3,474,110	243,530	10,870	130,440	916,410	28,790	4,530	161,670
TDA REQUIRED														
CITY OF ARROYO GRANDE		-	4,418	-	-	-	25,655	-	-	-	24,938	-	-	-
CITY OF ATASCADERO		-	7,507	-	-	-	42,743	-	-	-	42,378	-	-	-
CITY OF GROVER BEACH		-	3,300	-	-	-	17,820	-	-	-	18,631	-	-	-
CITY OF MORRO BAY		-	2,545	-	-	-	14,677	-	-	-	14,364	-	-	-
CITY OF PASO ROBLES		-	7,798	-	-	-	43,720	-	-	-	44,020	-	-	-
CITY OF PISMO BEACH		-	2,033	-	-	-	11,192	-	-	-	11,475	-	-	-
CITY OF SAN LUIS OBISPO		-	15,057	-	-	-	84,985	-	-	-	84,985	-	-	-
COUNTY OF SAN LUIS OBISPO		-	40,993	-	-	-	231,349	-	-	-	231,349	-	-	-
TDA REQUIREMENTS FOR TIFIA LOAN REPAYMENT		-	83,650	-	-	-	472,140	-	-	-	472,140	-	-	-
6.		FINANCING FOR BUS MAINTNEANCE FACILITY	7,557,454	-	-	-	-	-	-	-	-	-	-	-
7.		TOTAL FUNDING SOURCES	10,951,682	4,265,160	771,670	405,700	3,946,250	243,530	10,870	130,440	1,388,550	28,790	4,530	161,670
8.		FUNDING USES:												
CAPITAL		10,857,159	3,761,990	771,670	405,700	43,830	3,474,110	243,530	10,870	130,440	916,410	28,790	4,530	161,670
LOAN PAYMENTS		94,523	503,170	-	-	-	472,140	-	-	-	472,140	-	-	-
9.		TOTAL FUNDING USES	10,951,682	4,265,160	771,670	405,700	3,946,250	243,530	10,870	130,440	1,388,550	28,790	4,530	161,670



		Acutal Combined FY 2021-22	Adopted Operating Budget FY 2022-23	Proposed Operating Budget FY 2023-24	Projected Operating Budget FY 2024-25
Administration and Service Delivery Totals					
	Hours	68,630	83,260	83,260	83,260
	Miles	1,452,079	1,776,120	1,776,120	1,776,120
Administration:					
Labor	operations cost	1,155,727	1,195,030	1,260,560	1,353,000
Labor - Administration Workers Comp	operations cost	36,430	42,990	45,630	48,430
Office Space Rental	operations cost	370,465	54,370	58,030	59,770
Property Insurance	operations cost	103,049	156,660	239,060	262,970
Professional Technical Services	operations cost	101,515	224,350	167,410	174,560
Professional Development	operations cost	28,826	89,800	91,450	104,440
Operating Expense	operations cost	346,908	340,350	398,380	413,650
Marketing and Reproduction	hourly	115,936	181,860	148,920	136,920
North County Management Contract	operations cost	(47,740)	(52,870)	(55,770)	(59,860)
County Management Contract	operations cost	(98,390)	(108,970)	(114,950)	(123,380)
SCT Management Contract	operations cost	(114,160)	(126,430)	(133,360)	(143,140)
Total Administration		1,998,566	1,997,140	2,105,360	2,227,360
Service Delivery:					
Labor - Operations	hourly	6,110,705	7,154,645	7,545,070	7,905,790
Labor - Operations Workers Comp	hourly	276,000	326,005	346,030	367,290
Labor - Maintenance	hourly	1,563,548	1,707,816	1,809,490	1,893,470
Labor - Maintenance Workers Comp	hourly	75,580	89,272	94,750	100,560
Fuel	miles	1,528,341	1,536,010	1,651,890	1,651,890
Insurance (Liability, Physical Damage, Employment Practices)	miles	684,010	780,145	855,850	1,027,020
Special Transportation (for SLOCAT)	n/a	20,668	44,480	33,740	35,350
Maintenance (parts, supplies, materials)	miles	625,798	811,704	1,029,610	1,152,000
Maintenance Contract Costs	miles	92,005	161,243	167,990	172,820
Total Operations		10,976,655	12,611,320	13,534,420	14,306,190
Contingency	hourly	-	175,300	187,680	198,400
PERS Buyout	operations cost	178,308	178,310	178,310	178,310
Building Decommissioning		1,950,000	-	-	-
Management Contracts		260,290	288,270	304,080	326,380
TOTAL FUNDING USES		15,363,820	15,250,340	16,309,850	17,236,640

			Actual Capital Budget	Amendment #1 Capital Budget	Proposed Capital Budget	Projected Capital Budget	Projected Capital Budget	Projected Capital Budget	Projected Capital Budget
			FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Capital and Planning Expenditures									
Capital/Studies:									
Computer System Maintenance/Upgrades	hourly		10,961	71,800	180,750	46,730	49,070	51,520	54,100
Miscellaneous Capital	hourly								
Maintenance Equipment			830	85,420	46,500	48,750	50,250	52,760	55,400
Vehicle ITS/Camera System	hourly		-	-	138,000	-	-	-	-
Bus Stop Improvements	hourly		91,543	382,390	101,880	48,130	50,630	53,160	55,820
Large Capital Repairs	hourly		346,679	603,320	468,750	-	-	-	-
Vehicles									
Support Vehicles	hourly		-	57,880	236,950	33,500	58,630	61,500	64,630
Fixed Route Vehicles	hourly		1,276,250	2,824,680	2,136,140	690,840	4,355,330	14,071,000	4,221,250
Trolley replacement vehicles	hourly		-	293,200	-	-	-	445,500	-
Cutaway and Dial A Ride Vehicles	hourly		-	112,500	-	146,250	261,500	-	184,630
Runabout Vehicles	hourly		-	302,000	549,980	97,200	1,340,130	923,380	1,015,750
Total Capital Outlay			1,726,262	4,733,190	3,858,950	1,111,400	6,165,540	15,658,820	5,651,580
Loan Repayments			94,523	503,170	472,140	472,140	458,060	458,060	458,060
Short Range Transit Plan			-	250,000	-	-	-	-	-
Elks Lane Project			9,130,896	-	-	-	-	-	-
TOTAL FUNDING USES			10,951,682	5,486,360	4,331,090	1,583,540	6,623,600	16,116,880	6,109,640

4/4/2023  
11:48 AM

		Total Adopted Budget	Weekday Proposed Budget	Saturday Proposed Budget	Sunday Proposed Budget	Total Proposed Budget	Projected Budget
		FY 2022-23	FY 2023-24	FY 2023-24	FY 2023-24	FY 2023-24	FY 2024-25
<b>Route 9</b>							
	Measure:						
	Annual Hours	12,840	11,750	660	430	12,840	12,840
	Annual Miles	345,010	314,380	18,240	12,390	345,010	345,010
<b>Administration:</b>							
<b>Total Administration (Net of Contracts)</b>		\$ 309,920	\$ 299,820	\$ 17,020	\$ 11,250	\$ 328,090	\$ 347,370
<b>Service Delivery:</b>	Basis:						
Labor - Operations	hourly	\$ 1,050,780	\$ 1,007,330	\$ 56,580	\$ 36,860	\$ 1,100,770	\$ 1,153,410
Labor - Operations Workers Comp	hourly	\$ 47,340	\$ 46,200	\$ 2,590	\$ 1,690	\$ 50,480	\$ 53,590
Labor - Maintenance	hourly	\$ 251,420	\$ 241,580	\$ 13,570	\$ 8,840	\$ 263,990	\$ 276,250
Labor - Maintenance Workers Comp	hourly	\$ 12,900	\$ 12,650	\$ 710	\$ 460	\$ 13,820	\$ 14,670
Fuel	miles	\$ 289,700	\$ 285,690	\$ 16,580	\$ 11,260	\$ 313,530	\$ 313,520
Insurance	miles	\$ 147,620	\$ 148,020	\$ 8,590	\$ 5,830	\$ 162,440	\$ 194,930
Maintenance (parts, supplies, materials)	miles	\$ 149,260	\$ 178,070	\$ 10,330	\$ 7,020	\$ 195,420	\$ 219,060
Maintenance Contract Costs	miles	\$ 29,640	\$ 29,050	\$ 1,690	\$ 1,150	\$ 31,890	\$ 32,780
<b>Total Operations</b>		\$ 1,978,660	\$ 1,948,590	\$ 110,640	\$ 73,110	\$ 2,132,340	\$ 2,258,210
<b>Capital/Studies:</b>							
<b>Total Capital Outlay</b>		\$ 1,009,200	\$ 1,000,560	\$ 11,570	\$ 7,540	\$ 1,019,670	\$ 283,580
<b>Contingency</b>	hourly	\$ 25,700	\$ 25,180	\$ 1,410	\$ 920	\$ 27,510	\$ 29,100
<b>PERS Buyout</b>	operations cost	\$ 38,440	\$ 35,210	\$ 2,000	\$ 1,320	\$ 38,530	\$ 38,570
<b>Loan Repayment</b>	operations cost	\$ 108,470	\$ 93,230	\$ 5,290	\$ 3,500	\$ 102,020	\$ 102,120
<b>TOTAL FUNDING USES</b>		\$ 3,470,390	\$ 3,402,590	\$ 147,930	\$ 97,640	\$ 3,648,160	\$ 3,058,950
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		\$ 2,352,720	\$ 2,308,800	\$ 131,070	\$ 86,600	\$ 2,526,470	\$ 2,673,250

4/4/2023  
11:48 AM

		Total Adopted Budget FY 2022-23	Weekday Proposed Budget FY 2023-24	Saturday Proposed Budget FY 2023-24	Sunday Proposed Budget FY 2023-24	Total Proposed Budget FY 2023-24	Projected Budget FY 2024-25
<b>Route 10</b>							
	Measure:						
	Annual Hours	10,790	9,840	590	360	10,790	10,790
	Annual Miles	339,270	309,160	18,810	11,300	339,270	339,270
<b>Administration:</b>							
<b>Total Administration (Net of Contracts)</b>		\$ 274,250	\$ 265,480	\$ 16,000	\$ 9,710	\$ 291,190	\$ 308,630
<b>Service Delivery:</b>							
	Basis:						
Labor - Operations	hourly	\$ 883,010	\$ 843,590	\$ 50,580	\$ 30,860	\$ 925,030	\$ 969,260
Labor - Operations Workers Comp	hourly	\$ 39,770	\$ 38,690	\$ 2,320	\$ 1,420	\$ 42,430	\$ 45,030
Labor - Maintenance	hourly	\$ 211,280	\$ 202,310	\$ 12,130	\$ 7,400	\$ 221,840	\$ 232,140
Labor - Maintenance Workers Comp	hourly	\$ 10,840	\$ 10,590	\$ 640	\$ 390	\$ 11,620	\$ 12,330
Fuel	miles	\$ 284,870	\$ 280,950	\$ 17,090	\$ 10,270	\$ 308,310	\$ 308,310
Insurance	miles	\$ 145,180	\$ 145,560	\$ 8,860	\$ 5,320	\$ 159,740	\$ 191,680
Maintenance (parts, supplies, materials)	miles	\$ 146,780	\$ 175,110	\$ 10,650	\$ 6,400	\$ 192,160	\$ 215,410
Maintenance Contract Costs	miles	\$ 29,150	\$ 28,570	\$ 1,740	\$ 1,040	\$ 31,350	\$ 32,230
<b>Total Operations</b>		\$ 1,750,880	\$ 1,725,370	\$ 104,010	\$ 63,100	\$ 1,892,480	\$ 2,006,390
<b>Capital/Studies:</b>							
<b>Total Capital Outlay</b>		\$ 848,080	\$ 840,220	\$ 10,340	\$ 6,310	\$ 856,870	\$ 238,300
<b>Contingency</b>	hourly	\$ 21,600	\$ 21,090	\$ 1,260	\$ 770	\$ 23,120	\$ 24,450
<b>PERS Buyout</b>	operations cost	\$ 34,010	\$ 31,180	\$ 1,880	\$ 1,140	\$ 34,200	\$ 34,270
<b>Loan Repayment</b>	operations cost	\$ 95,980	\$ 82,550	\$ 4,980	\$ 3,020	\$ 90,550	\$ 90,730
<b>TOTAL FUNDING USES</b>		\$ 3,024,800	\$ 2,965,890	\$ 138,470	\$ 84,050	\$ 3,188,410	\$ 2,702,770
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		\$ 2,080,740	\$ 2,043,120	\$ 123,150	\$ 74,720	\$ 2,240,990	\$ 2,373,740

4/4/2023  
11:48 AM

		Total Adopted Budget FY 2022-23	Weekday Proposed Budget FY 2023-24	Saturday Proposed Budget FY 2023-24	Sunday Proposed Budget FY 2023-24	Total Proposed Budget FY 2023-24	Projected Budget FY 2024-25
<b>Route 12, 14 and 15</b>							
	Measure:						
	Annual Hours	10,890	9,260	920	710	10,890	10,890
	Annual Miles	310,690	265,510	26,640	18,540	310,690	310,690
<b>Administration:</b>							
<b>Total Administration (Net of Contracts)</b>		\$ 267,910	\$ 241,860	\$ 24,110	\$ 17,970	\$ 283,940	\$ 300,740
<b>Service Delivery:</b>							
	Basis:						
Labor - Operations	hourly	\$ 891,200	\$ 793,860	\$ 78,870	\$ 60,870	\$ 933,600	\$ 978,240
Labor - Operations Workers Comp	hourly	\$ 40,150	\$ 36,410	\$ 3,620	\$ 2,790	\$ 42,820	\$ 45,450
Labor - Maintenance	hourly	\$ 213,250	\$ 190,390	\$ 18,920	\$ 14,600	\$ 223,910	\$ 234,290
Labor - Maintenance Workers Comp	hourly	\$ 10,950	\$ 9,970	\$ 990	\$ 760	\$ 11,720	\$ 12,440
Fuel	miles	\$ 260,880	\$ 241,280	\$ 24,210	\$ 16,850	\$ 282,340	\$ 282,340
Insurance	miles	\$ 132,940	\$ 125,010	\$ 12,540	\$ 8,730	\$ 146,280	\$ 175,540
Maintenance (parts, supplies, materials)	miles	\$ 134,420	\$ 150,390	\$ 15,090	\$ 10,500	\$ 175,980	\$ 197,270
Maintenance Contract Costs	miles	\$ 26,690	\$ 24,540	\$ 2,460	\$ 1,710	\$ 28,710	\$ 29,520
<b>Total Operations</b>		\$ 1,710,480	\$ 1,571,850	\$ 156,700	\$ 116,810	\$ 1,845,360	\$ 1,955,090
<b>Capital/Studies:</b>							
<b>Total Capital Outlay</b>		\$ 855,930	\$ 836,240	\$ 16,130	\$ 12,450	\$ 864,820	\$ 240,510
<b>Contingency</b>	hourly	\$ 21,790	\$ 19,850	\$ 1,970	\$ 1,520	\$ 23,340	\$ 24,680
<b>PERS Buyout</b>	operations cost	\$ 33,230	\$ 28,400	\$ 2,830	\$ 2,110	\$ 33,340	\$ 33,390
<b>Loan Repayment</b>	operations cost	\$ 93,770	\$ 75,210	\$ 7,500	\$ 5,590	\$ 88,300	\$ 88,410
<b>TOTAL FUNDING USES</b>		\$ 2,983,110	\$ 2,773,410	\$ 209,240	\$ 156,450	\$ 3,139,100	\$ 2,642,820
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		\$ 2,033,410	\$ 1,861,960	\$ 185,610	\$ 138,410	\$ 2,185,980	\$ 2,313,900

4/4/2023  
11:48 AM

		Total Adopted Budget FY 2022-23	Total Proposed Budget FY 2023-24	Projected Budget FY 2024-25
<b>Runabout</b>				
	Measure:			
	Annual Hours	27,410	<b>27,410</b>	27,410
	Annual Miles	464,490	<b>464,490</b>	464,490
<b>Administration:</b>				
<b>Total Administration (Net of Contracts)</b>		\$ 585,500	<b>\$ 615,090</b>	\$ 649,330
<b>Service Delivery:</b>				
	Basis:			
Labor - Operations	hourly	\$ 2,243,140	<b>\$ 2,349,870</b>	\$ 2,462,220
Labor - Operations Workers Comp	hourly	\$ 101,040	<b>\$ 107,770</b>	\$ 114,390
Labor - Maintenance	hourly	\$ 536,730	<b>\$ 563,560</b>	\$ 589,710
Labor - Maintenance Workers Comp	hourly	\$ 27,560	<b>\$ 29,510</b>	\$ 31,320
Fuel	miles	\$ 390,020	<b>\$ 422,100</b>	\$ 422,100
Insurance	miles	\$ 198,750	<b>\$ 218,690</b>	\$ 262,430
Maintenance (parts, supplies, materials)	miles	\$ 200,950	<b>\$ 263,090</b>	\$ 294,920
Maintenance Contract Costs	miles	\$ 39,910	<b>\$ 42,930</b>	\$ 44,130
<b>Total Operations</b>		<b>\$ 3,738,100</b>	<b>\$ 3,997,520</b>	<b>\$ 4,221,220</b>
<b>Capital/Studies:</b>				
<b>Total Capital Outlay</b>		\$ 161,480	<b>\$ 732,760</b>	\$ 154,020
<b>Contingency</b>	hourly	\$ 54,860	<b>\$ 58,740</b>	\$ 62,120
<b>PERS Buyout</b>	operations cost	\$ 72,620	<b>\$ 72,240</b>	\$ 72,090
<b>Loan Repayment</b>	operations cost	\$ 204,930	<b>\$ 191,270</b>	\$ 190,880
<b>TOTAL FUNDING USES</b>		<b>\$ 4,817,490</b>	<b>\$ 5,667,620</b>	<b>\$ 5,349,660</b>
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		<b>\$ 4,451,080</b>	<b>\$ 4,743,590</b>	<b>\$ 5,004,760</b>

		Total Adopted Budget	Proposed Route 21 Budget	Proposed Route 24 Budget	Proposed Route 27 Budget	Proposed Route 28 Budget	Total Proposed Budget	Projected Budget
		FY 2022-23	FY 2023-24	FY 2023-24	FY 2023-24	FY 2023-24	FY 2023-24	FY 2024-25
<b>South County Transit</b>								
	Measure:							
	Annual Hours	13,890	3,580	3,530	2,820	3,960	13,890	13,890
	Annual Miles	219,180	68,200	52,520	41,400	57,060	219,180	219,180
<b>Administration:</b>								
<b>Total Administration (Net of Contracts)</b>		\$ 292,170	\$ 82,700	\$ 76,930	\$ 61,280	\$ 85,710	\$ 306,620	\$ 323,560
<b>Service Delivery:</b>								
	Basis:							
Labor - Operations	hourly	\$ 1,136,710	\$ 306,920	\$ 302,630	\$ 241,760	\$ 339,490	\$ 1,190,800	\$ 1,247,730
Labor - Operations Workers Comp	hourly	\$ 51,210	\$ 14,080	\$ 13,880	\$ 11,090	\$ 15,570	\$ 54,620	\$ 57,970
Labor - Maintenance	hourly	\$ 271,980	\$ 73,610	\$ 72,580	\$ 57,980	\$ 81,420	\$ 285,590	\$ 298,840
Labor - Maintenance Workers Comp	hourly	\$ 13,970	\$ 3,850	\$ 3,800	\$ 3,040	\$ 4,260	\$ 14,950	\$ 15,870
Fuel	miles	\$ 184,040	\$ 61,980	\$ 47,730	\$ 37,620	\$ 51,850	\$ 199,180	\$ 199,180
Insurance	miles	\$ 93,780	\$ 32,110	\$ 24,730	\$ 19,490	\$ 26,870	\$ 103,200	\$ 123,830
Maintenance (parts, supplies, materials)	miles	\$ 94,830	\$ 38,630	\$ 29,750	\$ 23,450	\$ 32,320	\$ 124,150	\$ 139,160
Maintenance Contract Costs	miles	\$ 18,830	\$ 6,300	\$ 4,850	\$ 3,830	\$ 5,270	\$ 20,250	\$ 20,820
<b>Total Operations</b>		\$ 1,865,350	\$ 537,480	\$ 499,950	\$ 398,260	\$ 557,050	\$ 1,992,740	\$ 2,103,400
<b>Capital/Studies:</b>								
<b>Total Capital Outlay</b>		\$ 81,830	\$ 62,770	\$ 61,890	\$ 49,440	\$ 69,430	\$ 243,530	\$ 28,790
<b>Contingency</b>	hourly	\$ 27,810	\$ 7,670	\$ 7,570	\$ 6,040	\$ 8,490	\$ 29,770	\$ 31,480
<b>Loan Repayment</b>	operations cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL FUNDING USES</b>		\$ 2,267,160	\$ 690,620	\$ 646,340	\$ 515,020	\$ 720,680	\$ 2,572,660	\$ 2,487,230
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		\$ 2,185,330	\$ 627,850	\$ 584,450	\$ 465,580	\$ 651,250	\$ 2,329,130	\$ 2,458,440

4/4/2023  
11:48 AM

		Adopted Budget	Total Proposed Budget	Projected Budget
		FY 2022-23	FY 2023-24	FY 2024-25
<b>County Services</b>				
<b>Administration:</b>				
<b>Total Administration (Net of Contracts)</b>		\$ 116,470	\$ 122,450	\$ 131,170
<b>Service Delivery:</b>				
Labor - Operations	hourly	\$ 340,925	\$ 407,150	\$ 426,620
Labor - Operations Workers Comp	hourly	\$ 19,075	\$ 18,670	\$ 19,820
Labor - Maintenance	hourly	\$ 77,456	\$ 97,640	\$ 102,170
Labor - Maintenance Workers Comp	hourly	\$ 5,552	\$ 5,110	\$ 5,420
Fuel	miles	\$ 44,650	\$ 37,860	\$ 37,860
Insurance	miles	\$ 20,165	\$ 19,610	\$ 23,530
Special Transit (Senior Vans, Incentives, etc)	n/a	\$ 44,480	\$ 33,740	\$ 35,350
Maintenance (parts, supplies, materials)	miles	\$ 43,304	\$ 23,600	\$ 24,280
Maintenance Contract Costs	miles	\$ 8,643	\$ 3,850	\$ 4,070
<b>Total Operations</b>		\$ 604,250	\$ 647,230	\$ 679,120
<b>Capital/Studies:</b>				
<b>Total Capital Outlay</b>		\$ 405,700	\$ 10,870	\$ 4,530
<b>Contingency</b>	hourly	\$ 8,650	\$ 9,240	\$ 9,720
<b>Loan Repayment</b>	operations cost	\$ -	\$ -	\$ -
<b>TOTAL FUNDING USES</b>		\$ 1,135,070	\$ 789,790	\$ 824,540
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		\$ 729,370	\$ 778,920	\$ 820,010



4/4/2023  
11:48 AM

		<b>Total Adopted Budget</b>	<b>Proposed Route A &amp; B Budget</b>	<b>Proposed Paso DAR Budget</b>	<b>Total Proposed Budget</b>	<b>Projected Budget</b>
		<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2023-24</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
<b>North County Services</b>						
	<u>Measure:</u>					
	Annual Hours	7,440	<b>6,160</b>	<b>1,280</b>	<b>7,440</b>	7,440
	Annual Miles	97,480	<b>85,940</b>	<b>11,540</b>	<b>97,480</b>	97,480
<b>Administration:</b>						
<b>Total Administration (Net of Contracts)</b>		\$ 150,920	<b>\$ 132,450</b>	<b>\$ 25,540</b>	<b>\$ 157,990</b>	\$ 166,560
<b>Service Delivery:</b>						
	<u>Basis:</u>					
Labor - Operations	hourly	\$ 608,860	<b>\$ 528,100</b>	<b>\$ 109,740</b>	<b>\$ 637,840</b>	\$ 668,330
Labor - Operations Workers Comp	hourly	\$ 27,430	<b>\$ 24,220</b>	<b>\$ 5,030</b>	<b>\$ 29,250</b>	\$ 31,050
Labor - Maintenance	hourly	\$ 145,680	<b>\$ 126,650</b>	<b>\$ 26,320</b>	<b>\$ 152,970</b>	\$ 160,070
Labor - Maintenance Workers Comp	hourly	\$ 7,480	<b>\$ 6,630</b>	<b>\$ 1,380</b>	<b>\$ 8,010</b>	\$ 8,500
Fuel	miles	\$ 81,850	<b>\$ 78,100</b>	<b>\$ 10,490</b>	<b>\$ 88,590</b>	\$ 88,580
Insurance	miles	\$ 41,710	<b>\$ 40,460</b>	<b>\$ 5,430</b>	<b>\$ 45,890</b>	\$ 55,080
Maintenance (parts, supplies, materials)	miles	\$ 42,170	<b>\$ 48,680</b>	<b>\$ 6,540</b>	<b>\$ 55,220</b>	\$ 61,890
Maintenance Contract Costs	miles	\$ 8,370	<b>\$ 7,940</b>	<b>\$ 1,070</b>	<b>\$ 9,010</b>	\$ 9,260
<b>Total Operations</b>		\$ 963,550	<b>\$ 860,780</b>	<b>\$ 166,000</b>	<b>\$ 1,026,780</b>	\$ 1,082,760
<b>Capital/Studies:</b>						
<b>Total Capital Outlay</b>		\$ 43,830	<b>\$ 108,000</b>	<b>\$ 22,440</b>	<b>\$ 130,440</b>	\$ 161,670
<b>Contingency</b>	hourly	\$ 14,890	<b>\$ 13,200</b>	<b>\$ 2,740</b>	<b>\$ 15,940</b>	\$ 16,860
<b>Loan Repayment</b>	operations cost	\$ -	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	\$ -
<b>TOTAL FUNDING USES</b>		\$ 1,173,190	<b>\$ 1,114,430</b>	<b>\$ 216,720</b>	<b>\$ 1,331,150</b>	\$ 1,427,850
<b>TOTAL NON-CAPITAL EXPENDITURES</b>		\$ 1,129,360	<b>\$ 1,006,430</b>	<b>\$ 194,280</b>	<b>\$ 1,200,710</b>	\$ 1,266,180

***This Page Left Intentionally Blank***

## Tania Arnold

---

**From:** Eric Greening <\*\*\*\*\*>  
**Sent:** Thursday, April 20, 2023 5:44 AM  
**To:** Geoff Straw; Tania Arnold  
**Subject:** Eric Greening comments on the RTA Budget

Hello!

I was sorry to hear about the cancellation of our RTAC meeting, and had looked forward to seeing everyone. My comments on RTAC Item B-1, which can go in the record for the budget item on the May 3rd agenda, are as follows:

I thank Tania for her assiduous work on this budget and Geoff and the entire staff for providing reliable service in an atmosphere of dedication and good morale. If RTAC were meeting today, I would likely be voting to recommend adoption of the budget as presented, coupled with the following observations:

Areas of future uncertainty were identified, both on the revenue side (the county's estimate of lower LTF funds) and on the expenditure side. It is recognized that budget adjustments may need to be made in the future, although I would hope that the LTF news, should it turn out to be discouraging, would be responded to by the generosity of the jurisdictions in keeping the RTA service whole, since recessionary pressures can increase the need for public transit by "choice" riders needing to pinch pennies and could increase the proportion of the populace who lack the choice and flat-out depend on transit for mobility.

An additional issue on the expenditure side will be the ultimate outcome of the labor negotiations, once an offer is voted on and a new contract put in place. I continue to advocate for treating these essential service-providers with the same generosity as they show to the passengers through their safe, attentive, and welcoming service.

Many thanks, Eric Greening

***This Page Left Intentionally Blank***